

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

Time: Tuesday, November 14, 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

The Regular Meeting of Southshore Metropolitan District No. 1 has been canceled.

AGENDA

1. Disclosures of any potential conflicts of interest.
2. Approval of Minutes of October 10, 2023 Regular Meeting.
3. Public Comment.
4. Update on status of Dissolution of Southshore Metropolitan District No. 1 and banking matters of the Districts; approve and/or ratify any related items.
5. Discuss status of District name change.
6. Adopt Resolution Determining not to Provide Workers' Compensation Insurance for Uncompensated Members of the Board of the Directors.
7. Accountant's Report and review of financials and claims payable.
8. Public Hearings on 2024 Budget; and consideration of Resolutions to Approve Budgets and Appropriate Funds and to Certify Mill Levies.
9. District Engineer's Oral Report.
10. Discuss wildfire mitigation.
11. Safety and Security Update.
12. Update on status of Temporary Construction Easement.
13. Discuss underdrain project.
14. Discuss damage to Titus Road.

15. Discuss District and HoA simplification.
16. Discuss status of District Management Request for Proposals.
17. Executive Session under Section 24-6-402(4)(b), C.R.S., to confer with District Counsel to obtain legal advice regarding the District's contractual obligations, contract offers, construction matters, transfers of assets, dissolution of District No. 1, HoA contracts and facilities management issues, District simplification and related matters.
18. Consider approval of possible extension, changes and/or termination of Amended & Restated Services Agreement with Southshore Master Association, Inc. (the "HoA") and/or of Memorandum of Understanding with the HoA.
19. Possible action on matters discussed in Executive Session.
20. Any other matter that may come before the Board.

This meeting is open to the public.

SOUTHSHORE METROPOLITAN DISTRICT NO. 2

By /s/ Ryan Zent
Ryan Zent, President

RECORD OF PROCEEDINGS

MINUTES OF THE COORDINATED REGULAR MEETING OF SOUTHSHORE METROPOLITAN DISTRICT NOS. 1 AND 2 HELD OCTOBER 10, 2023

A Coordinated Regular 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 October 10, 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**

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

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**

Colette Palmer, Vice President/Assistant Secretary/Treasurer,
District No. 2

Absent (excused):

Kevin Stadler, Vice President/Secretary/Treasurer, **District Nos. 1 and 2**

Also in Attendance were:

Cathy Hamilton of Simmons & Wheeler

Doug Richter of Earnweald Consulting Services, LLC

David A. Greher of Cockrel Ela Glesne Greher & Ruhland, P.C. (“**CEGR**”)

Kristin Z. Herndon of CEGR

Members of the public: Lyndi Fielitz and others

CONFLICTS OF INTEREST

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

NOTICE

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

SEPTEMBER 12,
2023 MINUTES

The Boards of the Districts considered the Minutes of the September 12, 2023 Coordinated Special Board meeting. After discussion and upon motion duly made, seconded and unanimously carried, the Minutes of the District Nos. 1 and 2 Joint Board meeting were approved as presented.

PUBLIC COMMENT

Ms. Fielitz discussed with the Boards issues pertaining to the elevators and the worry that many residents currently have regarding the slow operating time for the elevators. President Zent and Mr. Richter stated that Wehner has been contacted regarding the issues. President Zent also let the Board and public know that the elevators did just pass inspection from the State in July.

QUITCLAIM DEED
TO TRANSFER
PROPERTIES
OWNED BY
DISTRICT NO. 1 TO
DISTRICT NO. 2

Mr. Greher discussed the Quitclaim Deed to transfer properties owned by District No. 1 to District No. 2. Following discussion, upon a motion duly made, seconded and unanimously carried, the Board approved the Quitclaim Deed.

CONVEYANCE OF
SOUTHSHORE
RECOVERY
ACQUISITION,
LLC PROPERTIES

Direct Knopinski, President Zent and Mr. Greher discussed the conveyance of Southshore Recovery Acquisition, LLC ("**SSRA**") properties to District No. 2, noting that the only parcel to remain in the possession of Southshore Recovery Acquisition is the Directors qualifying parcel. Mr. Greher will look into tax liens that are currently in place against specific parcels and report back to the Board in November on his findings. Upon motion duly made, seconded and unanimously carried, the Board approved the conveyance of properties from SSRA to District No. 2.

UPDATE ON
STATUS OF
DISSOLUTION OF
DISTRICT NO. 1
AND BANKING
MATTERS OF
DISTRICT NO. 2

Mr. Greher and Ms. Hamilton provided an update on the dissolution of District No. 1 to the Board noting that Ms. Hamilton and Director Stadler are wrapping up on various financial matters regarding setting up various accounts for District No. 2 after the dissolution of District No. 1 has been completed, such as the checking account and an account with ColoTrust. Ms. Hamilton will need to set up a bill.com account for District No. 2 and obtain a new signatory card. Ms. Hamilton and Director Clutter proposed

presenting a letter to the bank stating engineering cost along with landscaping, infrastructure and maintenance. Upon motion duly made, seconded and unanimously carried, the Board authorized directed the District Accountant to open a banking account subject to review and approval from District's legal counsel.

RESOLUTION
REGARDING NAME
CHANGE

Mr. Greher discussed the plan to change District No. 2's name after the dissolution of District No. 1. Ms. Hamilton discussed other items that would also need to be revised if the District changes its name, such as tax and legal documents. Following discussion, upon a motion duly made, seconded and unanimously carried, the Board approved the Resolution changing District No. 2's name to "Southshore Metropolitan District" to be effectuated after dissolution of District No. 1.

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.

2024
PRELIMINARY
BUDGET

Ms. Hamilton discussed with the Board the status of preliminary 2024 budget noting that it has been sent to Director Stadler for review. She will have the draft budget to the Board for review by the October 15th deadline. Ms. Hamilton and Mr. Greher discussed Proposition HH, the need for calculating two potential mill levies and what the passing of HH could mean for the District and the upcoming November budget hearing.

DISTRICT
ENGINEER'S ORAL
REPORT

Mr. Richter presented the engineer's report. Work on filing 18 is completed and the invoices sent to Ms. Hamilton will be the last for the filing. Work on filing 14 around pond C is not yet completed but noted that this is the last filing to be completed. Mr. Richter walked the filings with the City of Aurora in early October. A few punch lists and clean up task are still needed. The City will be removing the fence from around the Aurora property. The City will open and close the gate connecting the District and the City's property. Director Clutter discussed the replace of the wall in the District noting that work is now completed. Director Clutter also discussed underdrainage work and maintenance cleanup stating that progress is being made on both fronts but slower than expected and has become costly.

PROPOSAL FOR
STREET SNOW
PLOWING AND
IGA WITH THE
CITY

President Zent and Mr. Greher discussed the Intergovernmental Agreement with the City of Aurora regarding street snow plowing in District No. 2. District No. 2 is using the Agreement drafted by the City to expedite City approval as an administrative matter. The Agreement gives District No. 2 the responsibility to plow internal roads. Director Stadler has contacted several contractors to get an estimate of how much it would cost District No. 2 per snow removal service along with an estimate of potential snow fall this upcoming season. ColoradoScapes has quoted the District \$920 per snowfall. The Board would like to know what is included in the snow plowing services offered by ColoradoScapes and other contractors. President Zent expects that he or Director Stadler will come back to the Board in November with more detail. Following discussion, upon a motion duly made, seconded and unanimously carried, the Board of District No. 2 approved the Intergovernmental Agreement with the City of Aurora regarding street snow plowing.

PROPOSAL FOR
LANDSCAPE
LIGHTING WORK
UNDER TITUS
ROAD

President Zent and Mr. Richter discussed with the Board the landscape lighting work under Titus road. There currently is not any electrical function on a portion of the road. To have the function of electricity installed along the road District No. 2 would need to have conduits installed. The process to do this would mean boring about four paths under the road so that electrical path can be placed. The estimated cost is \$7,000 just for this part of the project. The City requires permits for the boring and conduit placement which will be an additional cost to District No. 2. Following discussion, upon a motion duly made, seconded and unanimously carried, the Board of District No. 2 approved the landscape lighting work under Titus road.

SPORTS COURT
PROPOSAL FROM
JR ENGINEERING

Director Clutter provided an update to the Board of District No. 2 on the Sports Court. The preliminary landscape and design work are drafted with work being done by Norris Design. Once the 2024 budget for District No. 2 is completed, the district will have a better idea of how many courts and the type of courts that will be constructed along with the ongoing cost of maintenance of the courts. Following discussion, upon a motion duly made, seconded and unanimously carried, the Board of District No. 2 approved the sports court proposal with JR Engineering.

WILDFIRE
MITIGATION

Tabled.

SAFETY AND
SECURITY
UPDATE

None.

TEMPORARY
CONSTRUCTION
EASEMENT

Tabled.

UNDERDRAIN
PROJECT

Tabled.

DAMAGE TO
TITUS ROAD

Tabled.

INTERPRETIVE
SIGN DESIGN
PROPOSAL FROM
NOTCHCODE
CREATIVE

President Zent and Director Palmer discussed with the Board the proposal for interpretive sign design from Notchcode Creative. The eight signs would cost about \$36,000 total with installation completed in the spring. The signs are guaranteed to last 10 years. Following discussion, upon a motion duly made, seconded and unanimously carried, the Board of District No. 2 approved the interpretive sign design proposal from Notchcode Creative.

DISTRICT AND
HOA
SIMPLIFICATION

Tabled.

DISTRICT
MANAGEMENT
REQUEST FOR
PROPOSALS

Mr. Greher discussed with the Board of District No. 2 the Request for Proposal for District Management. The Proposal has been sent to Director Stadler for review and comment. Director Knopinski is to discuss the list of potential managers available with Director Stadler. Following discussion, upon a motion duly made, seconded and unanimously carried, the Board of District No. 2 authorized Director Stadler and Director Chan to review and finalize the Request for Proposal for District Management and work with Director Knopinski.

EXECUTIVE
SESSION

Not needed.

ACTION ON
MATTERS
DISCUSSED IN
EXECUTIVE
SESSION

None.

OTHER MATTERS

None.

ADJOURNMENT

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

Respectively submitted,

Kristin Z. Herndon, Secretary for the meeting

APPROVED

Ryan Zent

Jeff Bergeon

Kevin Chan

Colette Palmer

Joe Knopinski

Aaron Clutter

SOUTHSHORE METROPOLITAN DISTRICT NO. 2

A RESOLUTION DETERMINING NOT TO PROVIDE WORKERS' COMPENSATION INSURANCE COVERAGE FOR UNCOMPENSATED MEMBERS OF THE BOARD OF DIRECTORS

WHEREAS, the Southshore Metropolitan District No. 2 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado duly organized and existing pursuant to Article 1 of Title 32, Colorado Revised Statutes; and

WHEREAS, the members of the Board of Directors (the “**Board**”) of the District are not compensated for their service on the Board, except for reimbursement of actual out-of-pocket expenses related to Board service; and

WHEREAS, pursuant to Section 8-40-202(1)(a)(I)(B), C.R.S., the Board may annually determine that it is in the best interest of the District not to provide workers' compensation insurance coverage to its uncompensated elected officials; and

WHEREAS, the Board has determined that its policy period for purposes of this election shall commence on March 1 and end on the last day of February of every year; and

WHEREAS, pursuant to Section 8-40-202(1)(a)(I)(B), C.R.S., the District must notify the Colorado Department of Labor & Employment, Division of Workers' Compensation (the “**Division**”), in writing of the decision not to provide workers' compensation coverage and such notification must be filed with the Division not less than 45 days before the start of the policy period; and

WHEREAS, the Division has requested that the Board annually adopt a formal Resolution and complete Division Form WC44 to acknowledge its decision not to provide workers' compensation insurance; and

WHEREAS, the Board hereby finds and determines that it is in the public interest and is an appropriate fiscal policy to exercise the option not to provide workers' compensation insurance coverage for its uncompensated elected officials.

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

1. **No Workers' Compensation Insurance Coverage.** Because members of the Board are not compensated for their service, except for reimbursement of actual expenses incurred on behalf of the District, the Board finds and determines that its members shall not be regarded as “employees” of the District for purposes of the Workers' Compensation Act of Colorado (Section 8-40-101, C.R.S. et seq.), and that the

District shall not purchase workers' compensation insurance coverage for members of the Board for the policy year commencing on March 1, 2024.

2. **Direction to File with the Division.** In addition to a copy of this Resolution, legal counsel to the District is directed and authorized to file Form WC44, "Exclusion of Uncompensated Public Officials," with the Division no later than 45 days prior to March 1.

3. **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.

4. **Effective Date.** Notwithstanding the application of this Resolution to a certain specified plan year, this Resolution shall take effect and be enforced immediately upon its approval by the District Board.

ADOPTED this 14th day of November, 2023.

SOUTHSHORE METROPOLITAN
DISTRICT NO. 2

By _____
Chairman

Attest:

Secretary

EXCLUSION OF UNCOMPENSATED PUBLIC OFFICIALS

Name of Agency: Southshore Metropolitan District No. 2

Federal Employer Identification # (FEIN): 33-1046696 Business Phone #: (303) 218-7200

Mailing Address: c/o CEGR Law, 44 Cook Street, Suite 620
Street or P.O. Box / Suite #

Denver CO 80206
City State Zip

If Self-Insured Employer, enter the Permit Number: N/A

If not Self-Insured, enter the workers' compensation insurance carrier name and policy number:

N/A, which is the reason for submittal of this form _____
Insurance Carrier Name Policy Number

Upcoming Policy Period: From: 03/24 To: 03/25
Month / Year Month / Year

List the Governing Body for the Agency, Category of uncompensated officials (i.e. board, commission, etc.) or any combination of categories of such officials that you are opting to exclude from coverage for the upcoming policy year and Names of Officials (Attach additional pages if needed):

Name of Governing Body: Board of Directors

Category	Name of Official
<u>All Directors</u>	<u>Kevin Stadler</u>
<u></u>	<u>Kevin Chan</u>
<u></u>	<u>Jeffrey Bergeon</u>
<u></u>	<u>Ryan Zent</u>
<u></u>	<u>Colette Palmer</u>

C.R.S. section 8-40-202(1)(a)(I)(B) provides an option to exclude from workers' compensation insurance coverage uncompensated elected or appointed officials. You must promptly notify each official of your exercise of the option to exclude them. This form must be filed with the Division of Workers' Compensation not less than forty-five (45) days before the start of the policy period for which the option is to be exercised. Attach governing body's resolution.

By signing this form, you are certifying that the above-named uncompensated, elected or appointed public officials are designated to be excluded from worker's compensation coverage for the upcoming policy year, pursuant to C.R.S. section 8-40-202(1)(a)(I)(B). You are also certifying that these officials have been notified of this exclusion.

Signature: _____

Print Name: _____

Date: _____ Title: Chairman

Submit this form with the Governing Body's Resolution to: Division of Workers' Compensation, Coverage Enforcement Unit, 633 17th St., Suite 400, Denver, CO 80202-3626. If insured, please make a copy of this completed form and send it to your insurance carrier. If you have any questions, contact the Division of Workers' Compensation Customer Service Unit at 303.318.8700.

C.R.S. section 10-1-128(6)(a) states: "It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies."

SOUTHSHORE METROPOLITAN DISTRICT NO. 2

REQUEST FOR PROPOSAL FOR DISTRICT MANAGEMENT SERVICES INCLUDING COMMUNITY MANAGEMENT

Date: November 6, 2023

A. INTRODUCTION

Southshore Metropolitan District No. 2 (the “**District**”) was organized on December 3, 2002, to serve a residential community development known as Southshore, located in the City of Aurora (the “**City**”), Arapahoe County, Colorado.

A map of the District boundaries is attached. The District operates pursuant to the Consolidated Service Plan for Southshore Metropolitan District Nos. 1 and 2,¹ as approved by the City (the “**Service Plan**”) and by the powers authorized in Title 32, Article 1 of the Colorado Revised Statutes.

The District was established for the purpose of planning for, designing, constructing, furnishing, operating and maintaining public improvements, as well as providing services authorized by the Service Plan, for the use and benefit of the residents and taxpayers of the District. The District has certain ongoing service and community management responsibilities, as further specified in in Exhibit A of the “Bid Form” and attached to this request for proposal (the “**RFP**”). These responsibilities will primarily include District management and administration, public improvement operation and maintenance, including common area landscaping and two recreation centers known as the Lighthouse and the Lakehouse.

Each recreation center is approximately 10,500 square feet and consists of outdoor swimming pools, community rooms, fitness facilities and offices. The recreation centers’ addresses are:

Lakehouse at Southshore
27151 E Lakeview Drive
Aurora, CO 80016

Lighthouse at Southshore
27301 E Southshore Drive
Aurora, CO 80016

Hours of Operation:
9am-5pm Monday thru Friday

Hours of Operation:
10am-8pm daily

Currently operations are performed by the Southshore Master Association, LLC (the “**HoA**”) under a memorandum of understanding. The District is intending to provide the current operator notice of intention to terminate. The District intends to assume operations of all facilities, through the Manager, on April 1, 2024.

¹ Southshore Metropolitan District No. 1 (“**District No. 1**”) is expected to be dissolved in 2023. Once District No. 1 is dissolved, the District intends to change its name to “Southshore Metropolitan District.”

Beyond the memorandum of understanding, the HoA provides trash service and covenant control for the property owners and residents of the District. It is unknown if the HoA intends to transfer those responsibilities to the District. The Manager should be prepared to assume these responsibilities if or when this might occur.

The following District documents are provided with this request proposal for reference:

1. Service Plan
2. District Map
3. 2023 Approved Budget
4. 2022 Audit
5. Master Declaration of Covenants, Easements, Conditions and Restrictions

B. GENERAL INSTRUCTIONS

1. The District seeks proposals from parties interested in being engaged (“**Bidders**”) to provide district management and community management services, beginning April 1, 2024.

2. Bidders may submit proposals for the Work, defined in Exhibit A of the Bid Form, attached to this request for proposal. **All bids are to be delivered to the District c/o David Greher at the address provided below, preferably by email, by no later than 5:00 p.m. on January 2, 2024 (the “Submission Deadline”).**

3. Requests or inquiries regarding this RFP should be directed to:

Southshore Metropolitan District No. 2
c/o Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook St., Suite 620
Denver, CO 80206
Attention: David Greher
dgreher@cegrlaw.com

4. **It is understood that this request for proposal is broad in nature and may require on-boarding additional staff, consultants, or formation of a consortium. The Bidder should submit a narrative with a comprehensive business plan for how it intends to structure the delivery of services requested.**

5. Any bid submitted by a business entity must be executed by an authorized officer or agent of the entity.

6. The names of all persons signing the bid must also be legibly printed or typed below the signature. A bid by a person who affixes to his signature the word “president,” “secretary,” “agent,” or other designation without disclosing the principal may be held to be the bid of the individual signing. Evidence of the authority of the person signing shall be furnished.

7. The address to which communications regarding the bid are to be directed must be shown.

C. QUALIFICATIONS OF BIDDERS

In determining the Bidder's qualifications, the following factors will be considered: Work previously completed by the Bidder and whether the Bidder (a) maintains a corporate presence in Colorado and the number of years' experience managing a community with a comparable size, budget and operation and if so, how many such communities; (b) has adequately trained staff or consultants in place and dedicated availability to do the Work properly and expeditiously; (c) has the financial resources to meet all obligations incident to the Work; and (d) has appropriate technical experience; and willing to work closely with Southshore's current management company to ensure a smooth transition of services and records. No bid will be accepted from a Bidder who is engaged in any work that would impair its ability to perform this Work.

D. SUBMISSION OF BIDS

1. The Bidder shall assume full responsibility for delivering its bid to the location designated in Section B.3 above prior to the Submission Deadline. Bids received after the Submission Deadline may not be opened.
2. Oral or telephone bids are invalid and will not receive consideration. No Bidder may submit more than one bid. Multiple bids under different names will not be accepted from a single firm or association.
3. Bids will be accepted from consortiums, with the understanding that the Manager will manage the consortium.
4. **Questions should be submitted in writing by no later than 5:00 p.m. on December 15, 2023.** The questions along with corresponding responses will be addressed by December 22, 2023 and provided to all Bidders.
5. A pre-bid conference may be coordinated upon request.
6. On-Site visits to tour and review the facilities will be offered on November 13, 2023.

E. MODIFICATION AND WITHDRAWAL OF BIDS

A Bidder may modify or withdraw its bid by providing written notice to the District at the location designated in Section B.3 any time before the Submission Deadline. Such notice shall be in writing with the signature of the Bidder. Bids may also be modified or withdrawn by the Bidder, or an authorized representative provided such representative can prove identity and authority. Modified or withdrawn bids may be resubmitted up to the Submission Deadline.

F. BIDS TO REMAIN OPEN

All bids shall remain open and prices held for 90 days after the Submission Deadline, but the District may, in its sole discretion, release any bid prior to that date.

G. SUCCESSFUL BIDDER AND AWARD OF CONTRACT

1. The District reserves the right to reject any and all bids, to waive any informality, technicality or irregularity in any bid, to disregard all non-conforming, non-responsive, conditional or alternate bids; to require statements or evidence of Bidder's qualifications; to interview Bidders so as to determine successful Bidder; to negotiate contract terms with the successful Bidder, and to accept the bid that is, in the opinion of the District, in its best interest.

2. If the District awards a contract, the District will give the successful Bidder a **"Notice of Award"** within 90 days after the Submission Deadline.

BID FORM

TO: **Southshore Metropolitan District No. 2**
 c/o Cockrel Ela Glesne Greher & Ruhland, P.C.
 44 Cook St., Suite 620
 Denver, CO 80206
 Attention: David Greher
 dgreher@cegrrlaw.com

THE UNDERSIGNED BIDDER, having familiarized itself with the work described in Exhibit A attached hereto and made a part hereof (the “**Work**”), in addition to all laws, regulations and other factors affecting performance of the Work, and having satisfied itself of the expense and difficulties related to the performance of the Work,

HEREBY PROPOSES and agrees that attached to this Bid Form as Exhibit B and made a part hereof is its bid for the terms and conditions, including compensation to be paid, for performance of the Work. If the Bidder’s bid is accepted, the Bidder agrees to enter into an agreement, of a form acceptable to the District (the “**Agreement**”), to perform the Work in accordance with the terms and conditions set forth in Exhibit B to this Bid Form, unless otherwise agreed in writing by the District, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Agreement. Bidder shall provide all services as provided in the Agreement and shall bill the District for same as provided in the Agreement.

BID REJECTION

In submitting this bid it is understood that the District reserves the right to reject any and all bids, to waive any informality, technicality or irregularity in any bid, to disregard all non-conforming, non-responsive, conditional or alternate bids, to negotiate contract terms with the successful Bidder, to require statements or evidence of Bidder’s qualifications and to accept the bid that in the opinion of the District is in its best interest. It is understood that this bid may not be withdrawn during a period of 90 days after the Submission Deadline. The District shall consider the skill and experience of the Bidder to perform the Work.

BID IS GENUINE

The undersigned hereby certifies (a) that this bid is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; (d) that Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the District; and (d) that he or she is an authorized representative of the Bidder.

Date: _____, 2023

NAME OF BIDDER ENTITY:

Signature of Authorized Representative

Printed Name

Title

**EXHIBIT A
DESCRIPTION OF WORK**

DISTRICT MANAGEMENT SERVICES

The Manger is responsible for overseeing a wide range of tasks. Below, we will take a closer look at each of these tasks and how they contribute to the overall management.

Community Management

- 1. Provide Expert Advice to the Board** - The role of a Manger is to advise the Board by providing them with information and recommendations based on their expertise and the governing documents.
- 2. Act as a Liaison** - The Manger will act as a point of contact between the Board and the community and keep the Board informed of any feedback or concerns from the public. A diligent Manger will respond to the public inquiries within one business day for phone calls and two business days for emails. The Manager is expected to respond to emergencies 24 hours/7 days a week.
- 3. Communicate Efficiently** - The Manager can answer questions and provide information. An effective Manager communicates with the community in a variety of ways, including:
 - a. **Newsletters:** Publish regular newsletters to keep the District informed about social events, projects, and important dates or deadlines. These newsletters will be email and posted on the community's website.
 - b. **Website:** Maintain the District's website where residents can find important information, documents, and forms related to the District.

The Manager need to establish clear and consistent communication with the District, as this helps to build trust and ensure that the public feel informed and engaged.

- 4. Vendor Management and Performance** - The Manager is responsible for monitoring the performance of vendors and contractors, not supervising them. Property owners should contact the Manager with any issues regarding vendors and contractors, who will forward the concerns to the Board for further action under the terms of the contract.

The Manager will also provide the Board with information on the condition of the community's common areas and buildings and recommend any necessary repairs or

maintenance. They will also coordinate with vendors and contractors to ensure that these tasks are completed promptly and cost-effectively.

- 5. Offer Guidance on Community Issues** - The Manager will inform the Board of any issues or concerns, and guide how to address them. They may offer suggestions for policies or procedures to prevent similar problems from arising.
- 6. Performs District Inspections** - Perform site inspections to ensure that the District property and common areas are properly maintained. The inspections may include checking the condition of buildings, landscaping, and amenities and ensuring proper maintenance.
- 7. Provide Financial Management** - The Manager reviews the District's financials, including income, expenses, and reserves, and in conjunction with the District's accountants, provides regular reports to the Board. They will also make recommendations for budgeting and financial planning.
- 8. Source Expert Opinions** - The Manager may offer opinions on various topics, but they should source expert opinions in a variety of situations, including:
 - a. Legal matters: If a legal issue arises the Manager should seek the advice of the District's attorney.
 - b. Financial matters: If the Manager is unsure how to handle a financial issue, such as creating a budget or investing reserve funds, they should consult the District's accountant.
 - c. Maintenance and repair issues: When dealing with complex maintenance or repair issues, such as issues with the District's infrastructure, or the destruction of common areas or building systems, the Manager should seek the advice of a qualified contractor or engineer.
 - d. Insurance matters: If the District is facing a claim or needs to renew or negotiate an insurance policy, the Manager should work with the Colorado Pooling and/or District's attorney.
 - e. Compliance with state and local laws: If the Manager is unsure how the Board should comply with state or local laws, they should seek the advice of the District's attorney.

Administrative Responsibilities:

The Manager will provide administrative services required for the cost effective and efficient operation of the District in accordance with the requirements of local, state and federal laws governing the operation including the following:

1. Attend Board and its committee meetings.
2. Preparing minutes of meetings in conjunction with the Board and committee Secretary.
3. Preparing agendas for meetings and provide meeting materials and financial reports at least four days prior to regularly scheduled meetings.
4. Providing status reports of all pending work orders as well as completed work order reports.
5. Preparing a monthly newsletter (with Board and committee input) and distribute to property owners.
6. Providing a 24/7 call center to assist or refer emergencies in the Common Areas and returning emergency calls within one hour of receipt.
7. Providing a website that allows property owners access the status of their account, make payments and submit service requests. Allowing members to link to management company's website via the District's website.
8. Providing recommendations for improvement of communication among and with the Board its committees and property owners including maintenance of the District's website.
9. Develop recommendations to improve administrative and operational efficiencies, and reduce associated costs.
10. Maintaining an up-to date electronic membership list (including Email addresses of all members who authorize the District to communicate with them via electronic means).
11. Coordinating and distributing Board and committee meeting notice and election information in accordance with current laws and assist with annual elections.
12. Monitor the status of the District's property, liability and worker's compensation insurance coverage.
13. Serve as the custodian of District records.
14. Financial Services. In conjunction with the District's accountants, the Manager provide financial services required for the operation of the District in accordance with the requirements of local, state, and federal laws and to ensure the financial stability including the following:
 - a. **Assessments:** Provide for the collection and deposit of all general and special assessments and any other charges/fees as they become due and payable or as otherwise directed by the Board.
 - b. **Electronic Payment:** Provide a method for members to pay dues and assessments electronically.

- c. Operating Funds:** Establish and maintain in federally insured financial institution trust accounts in the name of the District for the purpose of discharging liabilities and obligations incurred.
- d. Delinquent Accounts:** Provide for the collection of delinquent accounts.
- e. Disbursements:** Provide for the disbursements of funds for liabilities incurred in accordance with policy established by the Board. Specifically, the Board shall establish specific guidelines for the disbursement of funds requiring Board approval.
- f. Accounting & Financial Statements:** Provide and maintain financial and accounting records in accordance with generally accepted accounting principles (GAAP) as issued the Financial Accounting Standards Board.

15. Facilities Management

a. Operational Oversight

- i. **Daily Operations:** The Manager will be responsible for the day-to-day operation of the recreation centers and pools, ensuring they are open to the public during scheduled hours. Manager can either continue pool operations with the existing pool management company (Front Range Recreation Inc.) or source and onboard a new service provider.
- ii. **Scheduling:** Manage and coordinate facility schedules for fitness classes, social events, maintenance, and other activities.
- iii. **Safety and Security:** In coordination with the District's security services, the Manager will maintain a safe and secure environment which includes implementing security protocols, monitoring access, and emergency response planning.
- iv. **Compliance:** Ensure compliance with health, safety, and environmental regulations, including pool water quality and safety standards.

b. Maintenance and Repairs

- i. **Preventive Maintenance:** Develop and implement a preventive maintenance plan to ensure that equipment and facilities remain in good working condition.
- ii. **Repairs:** Address and rectify any equipment or facility issues promptly to minimize downtime.
- iii. **Grounds Management:** Oversee the maintenance of outdoor spaces, including landscaping, playgrounds, and parking lots.

c. Staff Management

- i. **Recruitment:** Hire and onboard Manager's staff, including lifeguards, fitness instructors, janitorial personnel, and event planning staff.
- ii. **Training:** Provide ongoing training and development opportunities to ensure that Manager's staff members are skilled, knowledgeable, and up to date with best practices.
- iii. **Scheduling:** Create and manage Manager's staff schedules, including part-time and seasonal staff, to ensure that all necessary roles are adequately staffed.

d. Budget Management

- i. **Budget Development:** Collaborate with the Board, Committees, District consultants and other service providers to create an annual budget for facilities management, accounting for all operational and maintenance costs.
- ii. **Expense Tracking:** Monitor and control expenses to ensure they align with the budget, making cost-effective decisions when necessary.
- iii. **Financial Reporting:** Provide regular financial reports to your organization, detailing budget performance and variances.

e. Vendor Management

- i. **Contracting:** Identify, contract, and manage third-party vendors or service providers for specialized maintenance, services and repair tasks.
- ii. **Negotiation:** Negotiate contracts and service agreements to secure the best terms and pricing for your organization
- iii. **Conflict of Interest:** Manager will not request or accepted any goods or services from a service provider as a condition to bid or offer services for the District.

16. Community Engagement

- a. **Feedback and Improvement:** Establish channels for community feedback and input to continuously improve the services offered.
- b. **Community Programs:** In close collaboration with the Board and its Committees, the Manager shall develop and implement community programs, events, and initiatives that align with the goals and the community's needs and interests.

17. Event Planning

- a. **Planning and Coordination:** In collaboration with the Board and its Committees, Manager will create a diverse and engaging portfolio of community events, including but not limited to holiday and special event celebrations, sports tournaments, fitness programs, cultural celebrations, educational activities, and other appropriate regular and recurring events for all age groups that promote community and activation of the community spaces. This may include regular meetings to gather input, share progress, and align goals.
- b. **Event Logistics:** Oversee the logistical aspects of event planning, including scheduling, vendor procurement, venue setup, safety protocols, and all necessary equipment or resources required for each event.
- c. **Marketing and Promotion:** Develop marketing strategies and materials to promote community events, including the use of various media channels and community outreach efforts.
- d. **Community Engagement:** Encourage the active involvement of community members in the planning and execution of events, fostering a sense of ownership and pride in community activities.
- e. **Budget Allocation:** Effective allocation of social event budget across all events throughout the year which may include the implementation of “pay to attend” and sponsorship opportunities.

18. Landscaping & Public Improvements. The Manager will be responsible for overseeing the landscape maintenance company. The landscape maintenance company will play a critical role in enhancing the aesthetics and functionality of the community.

- a. Solicit competitive bids for landscape maintenance project to ensure fiscal value.
 - i. **Request for Proposals (RFP):** The Manager shall initiate a separate RFP process for the selection of a qualified landscape maintenance company. This RFP should include the following:
 1. Please note, the existing contract for landscape services expire March 31, 2024 (this does not include snow removal services)
 2. The scope of landscape maintenance services required, including the specific areas to be covered.
 3. Qualification criteria for the landscape maintenance company, including experience, insurance, and references.
 4. Evaluation criteria for the selection, emphasizing the company’s track record and ability to meet the needs of the community.

- ii. **Review and Selection:** The Manager will review and evaluate proposals received from landscape maintenance companies, and present the Board with a bid comparison and recommendation.
- b. Management of Third-Party Landscape Maintenance Company:
 - i. **Contracting:** Once a landscape maintenance company is selected, the Manager will be responsible for negotiating and executing a maintenance contract. The contract should include the scope of work, service levels, performance metrics, pricing, and terms and conditions, for approval by the District.
 - ii. **Performance Monitoring:** The Manager will actively monitor the performance of the landscape maintenance company to ensure that all maintenance tasks are carried out effectively and in accordance with the contract.
 - iii. **Quality Control:** The manager should establish quality control measures to assess the quality and consistency of the landscape maintenance services provided. This includes regular inspections and reporting.
 - iv. **Budget Allocation:** Allocate a portion of the overall budget for landscape maintenance services and manage expenditures in a manner consistent with the agreed-upon budget.
- c. Communication and Reporting:
 - i. **Reporting:** Provide regular reports to the District on the performance and status of the landscape maintenance services. This should include a summary of activities, issues, and any proposed improvements.
 - ii. **Communication:** Maintain open and effective communication channels with the landscape maintenance company, ensuring that any concerns or issues are promptly addressed.
- d. Compliance and Sustainability:
 - i. **Compliance:** Ensure that all landscaping complies with all relevant regulations, environmental standards, and safety requirements.
 - ii. **Sustainability:** Encourage sustainable and environmentally friendly practices in landscape maintenance, such as water conservation, eco-friendly products, and sustainable landscaping designs

e. Landscape Services

- i. **Annual Landscape Services** – Services will include but not be limited to seasonal lawn care; weeding and maintenance of native grasses, flowers, bushes and trees; weekly trash and debris clean-up
- ii. **Sprinkler Repair** – The District requires the landscape maintenance company to have a dedicated staff member onsite 7 days a week during watering season. The staff will primarily perform sprinkler repair and monitoring. If time permits, staff will assist in weeding and trash and debris clean-up.
- iii. **Snow Removal** – On a time and material basis, common area sidewalks, and both recreation centers and their respective parking lots require snow removal. Recently, the City of Aurora has authorized metro districts to maintain public roads within their boundaries. The District is actively researching this service.
 - a. **Pond Maintenance** – Routine maintenance of five (5) ponds and three (3) drainage channels. Services includes trash and debris removal, mowing, weed and algae control, inspect control, and minor repair work
 - b. **Irrigation Pumps** – Routine maintenance of irrigation pumps located in two (2) locations. Irrigation pumps operate during the growing season and additional pumps operate the Senac pond water feature year round

EXHIBIT B

I. BIDDER CONTACT INFORMATION

All communications and notices related to the bid should be directed to:

Bidder Name	
Attention	
Address	
Telephone No.	
Fax No.	
Email Address	

II. QUALIFICATIONS OF BIDDER

Insert or attach the following information:

1. Written evidence of Bidder's qualifications to perform the Work as set forth herein.
2. Evidence that Bidder has a practical knowledge of the particular Work bid upon, and that it has the financial resources to complete the proposed Work.
3. Comprehensive Narrative proposal containing the following elements:
 - a. **Introduction:** Provide an introduction to your firm, including its history, mission, and relevant experience in facilities management and event planning.
 - b. **Project Approach:** Detail your approach to managing our facilities, including staff management, maintenance strategies, and your approach to event planning.
 - c. **Case Studies:** Include at least three case studies showcasing your firm's successful management of community recreation centers, pools, public improvements, and event planning. These case studies should highlight key achievements, challenges, and innovations from similar projects.
 - d. **Landscape Management:** Submit a detailed strategy outlining how you will select, manage, and collaborate with a third-party landscape maintenance company. Include your approach to sustainable and environmentally responsible landscape management, please highlight your experience with unique community facilities (pump stations, reclaimed water, etc.)

- e. **Community Event Planning:** Present a sample event portfolio that demonstrates your firm's ability to create a diverse and engaging range of community events. Include descriptions, schedules, and promotional strategies for at least three hypothetical events. Detail your approach to collaborating with volunteer sub-committees, including strategies for forming, supporting, and coordinating their efforts in event planning. Provide examples of successful past collaborations with community volunteers.
4. Three references, including name, address, and phone number for other persons or entities for which the Bidder has performed services comparable to the Work.
5. The names and titles of all professional personnel who are presently on staff and will perform the Work, and for each such person, a resume describing relevant experience and recent projects similar to the Work and, if applicable, license and/or registration numbers. Please include information on the total number of clients supported and how many years the company and its principals have been providing the services requested.

III. COMPENSATION

Insert or attach the compensation to be paid for performance of the Work and related expenses, including any terms and conditions regarding payment for same. Preference will be given to fixed price proposals (with a menu of additional services) as this provides the most efficient method for budgeting purposes.

IV. QUESTIONNAIRE

State of formation and entity type

Number of years managing community associations

Names of principals and their personal certifications (e.g., PCAM, CCAM, etc.)

Certifications held (e.g., AAMC, ACMF, etc.)

Corporate/home office address

Locations of regional offices (if any)

Total number of employees in all offices

Total number of Metro Districts/Associations managed

Number of planned developments managed

Number of Metro Districts/Associations managed within Aurora

Revenues and unit count of the largest community currently managed

Revenues and unit count of the smallest community currently managed

Average revenues and unit count of communities currently managed

Name of parent company (if any)

Names of all affiliate companies (if any)

Resume of proposed property manager(s)

What is your overall management philosophy and approach to working with Metro District boards, owners, and residents/occupants?

What qualifications does your company require when interviewing potential employees?

Would the manager assigned to manage the Association hold a PCAM and/or a CCAM designation?

Does your company provide regular performance evaluations for its employees?

If so, please provide information about that process.

What type of training do you provide to the personnel who are responsible for servicing your company's clients?

What would be the chain of command between the personnel assigned to Southshore and the principals of your company?

Will a supervisor and/or upper management of your company ever attend Board meetings?

If so, how often and when?

What are your company's normal business hours?

What are your company's email and phone call response time policies with respect to board members, members/owners, and residents/occupants?

If applicable, distinguish the different response times for each category of the foregoing persons.

What would be the participation of the CM at a Board meeting?

Please provide a copy of a sample manager's report your company prepares.

Please provide a copy of sample board meeting minutes your company prepares.

Please provide a copy of a sample board packet your company prepares.

Please provide detailed information regarding your assessment collections process.

What delinquent assessment collection companies and/or attorneys does your company currently work with?

Please describe any pre-qualifying procedures your company has implemented for contractors, vendors, and service providers used by its association clients.

What methods do you use to identify opportunities for operational and maintenance improvements?

What process would you use to identify actual and/or potential violations of Southshore's governing documents?

When a maintenance issue is noted to the manager by the Board or by a member/owner, how would that request be handled?

How would your company verify that an invoice is appropriate for payment by Southshore?

Please describe any checks and balances procedures utilized by your company.

Please describe your company's experience in assisting its association clients with amending their CC&Rs and bylaws and adopting rules and regulations.

Do you currently employ an in-house IT staff?

If not, how do you regularly manage IT systems?

What is the most unique and innovative idea or program that you currently provide your clients?

What methods does your company use to assess and manage aesthetics and modernization of the communities that it manages?

Do you provide any informational/educational programs for your association clients' board of directors?

If so, please elaborate.

How does your company keep informed about new legislation and case law affecting communities?

Please describe the involvement of your company in any property management professional organizations.

AMENDED AND RESTATED SERVICES AGREEMENT

THIS AMENDED AND RESTATED SERVICES AGREEMENT (the “**Agreement**”) is made and entered into as of July 12, 2022 by and among SOUTHSHORE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 1**”), SOUTHSHORE METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (“**District No. 2**” and together with District No. 1, the “**Districts**”) and SOUTHSHORE MASTER ASSOCIATION, INC., a Colorado nonprofit corporation (the “**Association**”). The Districts and the Association are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. The Districts were formed to serve the needs of that certain residential planned development located in the City of Aurora, Arapahoe County, Colorado known as the Southshore Community (the “**Community**”).

B. The Association was formed, *inter alia*, to further the interests of the residents of the Community and to perform the duties and exercise the powers and rights of the Association set forth in the Master Declaration of Covenants, Easements, Conditions and Restrictions recorded on October 4, 2006 at Reception No. B6142519 in the real property records of Arapahoe County, Colorado (the “**Declaration**”).

C. District No. 1 is the owner of a Recreation Center, Community Pool and related facilities known as the Lighthouse located at 27301 East Southshore Drive, Aurora Colorado 80016 (the “**Lighthouse**”) and a Recreation Center, Community Pool and related facilities known as the Lakehouse located at 27151 E. Lakeview Drive, Aurora, Colorado 80016 (the “**Lakehouse**” and together with the Lighthouse, the “**Property**”).

D. Pursuant to Section 32-1-1001(1)(d)(I), the Board of Directors of each District (together, the “**Boards**”) has the power to enter into contracts and agreements affecting the affairs of the Districts.

E. Pursuant to Article 3, Section 3.11 of the Declaration, the Association has the right and authority to enter into agreements with any districts for any purpose including to share the costs and/or responsibility for any maintenance, repair, replacement or other matters.

F. The Districts and the Association entered into a Services Agreement (the “**Original Agreement**”) by and among the Parties dated May 25, 2021 for the provision of landscape maintenance services, management, operation and maintenance of the

Lighthouse. The Parties now desire to extend the terms of the Original Agreement to the Lakehouse and to make such other amendments as set forth herein.

AGREEMENT

In consideration of the mutual agreements, covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Services. The Association agrees to provide certain services for the Districts in accordance with the scope of services set forth in **Exhibit A** attached hereto and incorporated herein by reference (the “**Services**”).
2. Time of Commencement and Performance of Services. The Services have commenced under the Original Agreement for the Lighthouse and, as amended by this Agreement, shall be diligently performed by the Association for both the Lighthouse and the Lakehouse throughout the term of this Agreement.
3. Consideration. In consideration of the Services provided to the Districts, the Association shall have the right to maintain the Property on a day-to-day basis at the Association’s reasonable discretion and as allowed by law. The Districts shall not charge the Association for use of the Property for Association events. Any unusual or extraordinary maintenance and any improvements to the Property shall require the Districts prior written approval. It is explicitly understood that the Association shall not be subject to or responsible for debt owed by the Districts as of the date of this Agreement nor shall the Association be subject to any liens against any of the Property as of the date of this Agreement. Further, it is explicitly understood that the Districts shall not be responsible for any payments or reimbursements to the Association for any services provided under the terms of this Agreement.

4. Usage Fees and Access Rights.

(a) The Property shall be made accessible to owners and residents of the District and their accompanied guests at no charge and on a priority basis. Owners and residents of the District shall be allowed to rent space at the Property upon payment to the Association of the fees as set forth on **Exhibit B**. The Parties may hereafter modify the schedule of fees set forth on **Exhibit B** by a writing signed by a District Representative for each District and any member of the Association’s board of directors.

(b) The Districts’ Boards of Directors have determined that
(i) Association owners and residents whose properties are not within the Districts’ boundaries may purchase a 12-month “**Annual Membership**” to use the Property upon payment of an Annual Recreation Center Fee of \$3,000 and (ii) non-Association owners and residents may purchase a 12-month “**Annual Membership**” to use the Property upon

payment of an Annual Recreation Center Fee of \$3,500, which amounts shall be payable to District No. 2 and due in advance and shall be good from the date of payment to the preceding date in the subsequent year (e.g., July 15, 2022 to July 14, 2023). The Annual Recreation Center Fee may be subject to adjustment as provided in **Exhibit A** attached hereto and as further authorized in accordance with the Districts' Consolidated Service Plan dated February 2002.

(c) All users of the Property will be required to observe the facilities rules and regulations. Any user who violates the rules may be asked to leave the Property for the day. Annual Membership holders and guests whose violations of the rules are either severe or repeated may lose access to the Property permanently.

5. Term. The term of this Agreement shall end on December 31, 2022, but may automatically be extended and renewed annually thereafter for successive periods of one (1) year each ending on the last day of the year. Notwithstanding the foregoing, any Party may give notice to the other Parties of its intent to terminate this Agreement at any time with or without cause with at least 30 days' notice.

6. District Representatives. The President and Vice Presidents of each of the Boards are hereby designated as District Representatives. All requests for contract interpretations, changes in scope, and other clarification or instruction shall be submitted to the District Representatives. Any request for additional consideration or a change or amendment of the terms of this Agreement shall be approved by each Party in writing.

7. Independent Contractor. The Association shall be an independent contractor of the Districts, and the Services to be performed by the Association are those of an independent contractor and not of an employee of the Districts. Any vendor shall be an independent contractor of the Association, and the services to be performed by the vendor pursuant to a separate agreement are those of an independent contractor and not of an employee of the Districts. The Districts shall have no duty to supervise the activities or performance of any vendor.

8. Insurance. District No. 1 shall exclusively maintain a commercial property insurance policy for the replacement cost of the Property to include, but not be limited to, equipment, fixtures, tools, inventory, supplies, computers, furniture, fences, and signs. District No. 1 shall also exclusively maintain a comprehensive general liability insurance policy for the Property (including without limitation endorsements for contractually assumed liability) for the in the minimum amount of the liability limitations under the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S. (the "CGIA"), for bodily injury, death or damage to the Property of one or more persons, or the maximum amount that may be recovered under the CGIA, as from time to time amended, whichever is higher. Such policy shall designate the Association and its officers and employees as

additional insureds. Upon request, District No. 1 shall provide the other Parties with a certificate of insurance evidencing the coverage described herein.

The Association and any vendor providing any Services shall also maintain State minimum workers' compensation insurance coverage for its employees, if any. The Association shall not acquire or maintain any other form of insurance for the Property.

9. Improvements to the Property. The Districts have the authority, but not the responsibility, to make capital repairs, replacements and improvements to the Property. The Association shall not make any repairs, replacements or improvements to the Property which cost more than \$2,500 without the prior written consent of a District Representative. Any such request or consent, may be by email.

10. Equipment. All equipment, furniture, supplies or tools purchased by the Association with Association funds, whether directly or by reimbursement of expenses of the Districts, for the maintenance, operation or administration of the Property shall be the Association's personal property to use, dispose of and remove at the Association's discretion.

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

12. Remedies. In the event a Party declares a default by any other Party, the defaulting Party shall be allowed a period of ten days following notice within which to cure such default. In the event such default remains uncorrected, the Party declaring default may elect to (i) terminate the Agreement; or (ii) treat the Agreement as continuing. Notwithstanding anything contained in this Agreement to the contrary, the only remedy available to the Parties under this Agreement is for a breach of contract claim. No Party shall assert any claim for punitive or consequential damages.

13. Waiver of Damages. In no event shall any Party be liable to any other Party for special, consequential, or punitive damages.

14. Notice. Any notice or other official communication given by any Party to the others relating to any act, action or event under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at the address specified below; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at the address specified below; or (iii) if by email upon written response by the other party acknowledging receipt; or (iv) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to

be given by first-class U.S. Mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified below:

If to District No. 1: Southshore Metropolitan District No. 1
Attention: Chairman
c/o Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook Street, Suite 620
Denver, Colorado 80206

If to District No. 2: Southshore Metropolitan District No. 2
Attention: Chairman
Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook Street, Suite 620
Denver, Colorado 80206

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

If to the Association: Southshore Master Association, Inc.
c/o AMI Management
P.O. Box 370750
Denver, Colorado 80237

With a copy to: Melissa Garcia
c/o Altitude Community Law
555 Zang Street, Suite 100
Lakewood, Colorado 80228-1011
MGarcia@altitude.law

15. Indemnification. The Association agrees to release, indemnify, defend and hold the Districts, their directors, officers, employees and agents, harmless from any and all actions, damages, claims, judgments and liabilities without limitation arising from the acts or omissions of the Association, its directors, officers and employees, and any third party engaged to perform the Services hereunder, including without limitation any vendor which is a direct result of the Association's gross negligence or willful misconduct. To the extent permitted by law, the Districts agree to release, indemnify, defend and hold the Association, its directors, officers, employees and agents, harmless from any and all actions, damages, claims, judgments and liabilities without limitation which are a direct result of the gross negligence or willful misconduct of the Districts, their directors, officers and employees.

16. Entire Agreement and Modification. This Agreement constitutes the entire agreement between the Parties, shall be binding upon the Parties, their directors, officers, employees, agents and any approved assigns, and shall inure to the benefit of the successors and assigns of the Parties. No subsequent modification of any term of this Agreement shall be valid or binding upon, or enforceable against any Party, unless made in writing and signed by a duly authorized officer of each Party. This Agreement and any amendment hereof shall inure to and be binding on the successors and permitted assigns of the Parties. This Agreement supersedes the Original Agreement.

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

18. Time of Essence. Time is of the essence hereunder.

19. Annual Appropriation. If the term of this Agreement extends beyond the last day of any calendar year during which this Agreement is in effect, the Districts' obligations hereunder shall be subject to the annual budgeting and appropriation of funds necessary for the performance thereof in such future calendar year, which appropriation shall be made in the sole discretion of the Boards. This Agreement shall not be construed or interpreted to create a multiple-fiscal year direct or indirect debt or financial obligation of the Districts.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date specified above.

DISTRICT NO. 1:

SOUTHSHORE METROPOLITAN
DISTRICT NO. 1, a quasi-municipal
corporation and political subdivision of the
State of Colorado

By:

Signed by:

885E00F1BE514B0

Ryan Zent, Chairman

DISTRICT NO. 2:

SOUTHSHORE METROPOLITAN
DISTRICT NO. 2, a quasi-municipal
corporation and political subdivision of the
State of Colorado

By:


Signed by:

885E00F1BE514B0

Ryan Zent, Chairman

ASSOCIATION:

SOUTHSHORE MASTER ASSOCIATION,
INC. , a Colorado nonprofit corporation

By: 
Tiffany Wells (Oct 12, 2022 19:35 MDT)

Name: Tiffany Wells

Title: HOA Board President

Oct 12, 2022

EXHIBIT A

THE SERVICES

The Association shall provide, at the Association's expense, certain services related to landscape maintenance and watering services to the Property. The Association further agrees to accept the obligation and responsibility and assume the authority to manage, operate and maintain the Property for the Districts.

Each component of the Property shall be operated by the Association on the same basis as the Association has historically operated the Lakehouse. In particular, the staffing levels, hours of operation and standards of maintenance, and rental rates for use of private rooms (e.g., the Community Room in the Lighthouse and the Lakeview Room at the Lakehouse) shall be substantially the same for both the Lighthouse and the Lakehouse. The Association shall provide the Districts with prompt notice of any changes to the basic operation of either component of the Property, including but not limited to: hours of operation, maximum capacity, reservation systems, rental rates and fees of the Community Room and Lakeview Room, etc.

The Association shall prepare an annual budget for the upcoming fiscal year for all of its activities under the Agreement requiring the expenditure of funds by the Districts. On or before October 15th of each year, the Association shall submit to the Districts a preliminary version of the annual budget, which shall include a preliminary estimate of the Districts' costs under the Agreement and a proposal for the timing of the payments from the Districts to the Association. The Districts shall submit such proposed costs to their Boards of Directors for consideration in the Districts' annual budgets, but such amounts are subject to the express appropriation by the Boards. The Districts shall provide prompt notice to the Association of its determination on the annual budget, including any approvals, denials or modifications, no later than November 15th.

No more frequently than once annually, the Districts may provide the Association a notice of a revision to the Annual Recreation Center Fee, which the Districts' Boards shall recalculate periodically based on the formula set forth in the Districts' Consolidated Service Plan.

EXHIBIT B

Rental Fee Schedule

Lighthouse

- Rental of TAP ROOM \$50 per hour
- Non Refundable Cleaning Fee \$125

- Rental of ARCADE for kids party \$50 per hour
- Non Refundable Cleaning Fee \$125

- Pool Parties arranged by Front Range

Lakehouse

- Lakeview Room \$50 per hour

- Lakeview room W/ Deck (Only available with Lakeview or pub room rental) – No additional cost

- Pub \$25 per hour or \$40 flat fee if rented with the Lakeview room; 1 hour free of charge
- \$125 nonrefundable cleaning fee.

- Library \$25 per hour

- Amphitheatre \$10 per hour (Only available with Lakeview or pub room rental)

- Lawn \$15 per hour (Only available with Lakeview or pub room rental)

MEMORANDUM OF UNDERSTANDING

In 2010, the Southshore Master Association, Inc. (the "HOA") transferred ownership of existing landscape tracts (the "Tracts"), as described on Exhibit "A" attached hereto and made a part hereof, to the Southshore Metropolitan District No.1 (The "District"). The purpose of the transfer was to relieve the HOA of the financial burden of providing most, but not all, of the landscape maintenance and management for the Tracts. This memorandum is a summary of the items for which the HOA and the District agree that the District has maintenance and financial responsibility:

1. The turf, existing shrubs, and trees in landscape Tracts located adjacent to Powhatan Road, E. Southshore Parkway, E. Arapahoe Road, and Shady Grove Way. This includes mowing, trimming, fertilization, edging, and weed control.
2. The turf, existing shrubs, and trees in landscape Tracts that lie in the Senac Creek drainage corridor. This includes mowing, trimming, fertilization, edging, and weed control. The City of Aurora is responsible for maintaining the 5-acre park within the Senac Creek drainage corridor.
3. The water features in the Senac Creek drainage corridor; including Senac Lake. The District provides water quality control and mosquito abatement treatments in these areas, as well.
4. The Boat House – the Boat House is also the pump station for the pumps that provide irrigation water to the landscape Tracts in the community, as well as the pumps that re-circulate water through the Senac Creek water features. The electric cost to operate the pumps is the District's responsibility. The District is responsible for maintaining the Boat House structure, the pumps and the irrigation and re-circulating systems. The District also installs and removes the floating docks at the Boat House each year.

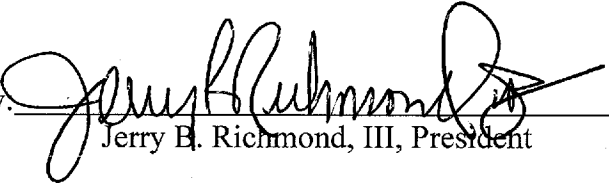
The District does not provide snow removal, nor does it maintain any lighting, fences, signage, or any monuments in Southshore. The District does not maintain, nor is responsible for the beds of annuals and perennials through-out the community. The District is not responsible for the replacement of any dead shrubs or trees in the community. The District is not responsible for any improvements located in Southshore at Aurora Filing No. 7 (The Lakehouse).

The District retains the right to transfer the maintenance, management and financial responsibility for any, or all of the Tracts to the HOA, or any other entity in the future.

Except as set forth in this Memorandum, the District has no other landscape maintenance or financial responsibilities.

The parties have entered into this Memorandum of Understanding this 26th day of January, 2012.

SOUTHSHORE METROPOLITAN DISTRICT NO. 1

By:  _____
Jerry B. Richmond, III, President

SOUTHSHORE MASTER ASSOCIATION, INC.

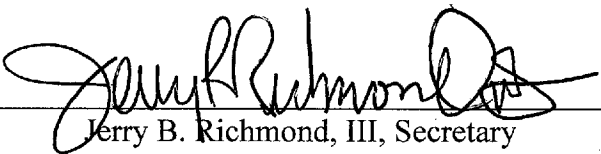
By:  _____
Jerry B. Richmond, III, Secretary

EXHIBIT "A"

Tracts _____, located in Southshore at Aurora Subdivision
Filing No. 1, and;

Tracts _____, located in Southshore at Aurora Subdivision
Filing No. 2, and;

Tracts _____, located in Southshore at Aurora Subdivision
Filing No. 3, and;

Tracts _____, located in Southshore at Aurora Subdivision
Filing No. 4, and;

Tracts _____, located in Southshore at Aurora Subdivision
Filing No. 5, and;

Tracts _____, located in Southshore at Aurora Subdivision
Filing No. 6 Amendment No. 1, and;

Tracts A and B located in Southshore at Aurora Subdivision Filing No. 8, and;

Tracts A, B, and C located in Southshore at Aurora Subdivision Filing No. 9.

Southshore Metropolitan District No. 2
Claims to be approved - 11-14-2023 Meeting

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Description</u>	<u>Amount</u>
Cockrel Ela Glesne Greher & Ruhland	10 31 23	10/31/2023	10 Legal Services	\$ 17,140.45
Earnweald Consulting Services, LLC	SSMD1-2023-52	10/31/2023	10 District Engineer	4,615.00
J. R. Engineering, LLC	83263	10/31/2023	10 Underdrain maintenance	3,184.00
J. R. Engineering, LLC	83264	10/31/2023	10 Storm Drainage Pond Maintenance	8,240.00
J. R. Engineering, LLC	83265	10/31/2023	10 Fence replacement project	1,560.00
J. R. Engineering, LLC	83267	10/31/2023	10 Certification of costs	3,745.00
Metropolitan District Public Safety	1772	11/1/2023	10 Security Services	6,775.00
Simmons & Wheeler PC	36469	9/30/2023	09 Accounting Svcs	2,655.50
				<u>\$ 47,914.95</u>