

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

Time: Tuesday, July 11, 2023, 3:00 p.m.

Location: The Lighthouse at Southshore, 27301 E Southshore Drive, Aurora, CO 80016

AGENDA

1. Disclosures of any potential conflicts of interest.
2. Approval of Minutes of June 13, 2023 Regular Meeting. **(District Nos. 1 and 2)**
3. Public Comment.
4. Accountant's Report and review of financials and claims payable. **(District Nos. 1 and 2)**
5. District Engineer's Oral Report. **(District No. 1)**
6. Update on status of Dissolution. **(District No. 1)**
7. Discuss District name change. **(District No. 2)**
8. Discuss tree loss. **(District No. 2)**
9. Review Interpretive Sign design proposal **(District No. 2)**
10. Discuss District and HoA simplification. **(District Nos. 1 and 2)**
11. Discuss District Management **(District No. 2)**
12. Review and ratify Safety Services Contract by and between Metro District Public Safety Group and District No. 2. **(District No. 2)**
13. Update on safety and security **(District No. 2)**
 - (a) Review and consider possible approval of security proposals and additional expenditures and related costs and delegate authority to execute potential security contracts.
14. 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**)

- 15. Possible action on matters discussed in Executive Session. (**District Nos. 1 and 2**)
- 16. 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

MINUTES OF THE COORDINATED REGULAR MEETING OF SOUTHSHORE METROPOLITAN DISTRICT NOS. 1 AND 2 HELD JUNE 13, 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 June 13, 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**

Aaron L. Clutter, Vice President/Assistant Secretary/Treasurer,

District No. 1

Jeff Bergeon, Vice President/Assistant Secretary/Treasurer,

District No. 2

Kevin Chan, **District No. 2**

Absent (excused):

P. Joseph Knopinski, Vice President/Assistant Secretary/Treasurer, **District No. 1**

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

Kristin Herndon of CEGR

Ryan Platt of Flock Safety Services

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. 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.

PUBLIC COMMENT

None.

FLOCK SAFETY
AND SECURITY
ASSESSMENT

Director Stadler discussed the status of the Flock security system. Installation is progressing, they are working on obtaining permits from the city and the completion timing is still on track.

MAY 9, 2023
MINUTES

The Boards of District Nos. 1 and 2 considered the Minutes of the May 9, 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 presented.

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.

SECURITY
SERVICES

Director Stadler discussed the request from the community regarding security issues and the merits of Flock Safety Services. The cost to the District would be \$39,700 the first year and \$31,250 every year after. The Board discussed other companies offering similar services. Upon motion duly made, seconded and unanimously carried, the Board of District No. 2 authorized Director Stadler or President Zent to execute an agreement with Flock to provide security services, and to coordinate a security assessment of the District with the Aurora Police Department.

PUBLIC HEARING
ON 2022 BUDGET
AMENDMENT,
DISTRICT NO. 1

Director Stadler opened the public hearing on the 2022 budget amendment for District No. 1, 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 2022 budget amendment. The public hearing was closed.

Ms. Hamilton reviewed the budget amendment for District No. 1 and noted that additional expenditures in the Capital Projects Fund were necessary resulting in expenditures in excess of appropriations for the 2022 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 2022 Budget.

SAFETY AND LOSS
PREVENTION
GRANT
ALLOCATION

Ms. Luetjen provided a status update regarding the Safety and Loss Prevision Grant and noted that she will complete and submit the Safety and Loss Prevision Grant application to cover a portion of the security camera installation. Ms. Luetjen will provide the Board with another update at the July meeting.

PUBLIC COMMENT

None.

ENGINEER'S
REPORT

Mr. Richter noted that due to the excessive rain, he is monitoring the erosion control and addressing any issues as they come up. ELCI will conduct a walk-through of Filing 17 and plans to correct the punch list after the assessment. Mr. Richter then reported that all work was completed in Filing 14 around Pond C before the rain storms. Due to those storms, most work was damaged. DR Horton is waiting for the area to dry out enough to conduct a site walk with the City to assess the damage.

Mr. Greher discussed the dead trees within Filing 19. He noted that Richmond American Homes' contract included a 30-day warranty along with a maintenance clause. Mr. Greher recommended that Mr. Richter provide Richmond American Homes with a copy of said contract and ask that they replace the dead and/or dying trees.

DISTRICT NO. 1
DISSOLUTION

Mr. Greher provided an update on the dissolution of District No. 1 to the Board noting that the City approved the Resolution and other various District documents regarding the Dissolution. The District Court hearing has been scheduled for July 7, 2023 and a further update will be provided at the July meeting.

EXECUTIVE
SESSION

Not needed.

ACTION ON
MATTERS
DISCUSSED IN
EXECUTIVE
SESSION

None.

ELCI CONTRACT

The Board discussed the ELCI Contract noting that the contract would be around \$8,600. Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the ELCI contract.

DISTRICT AND
HOA
SIMPLIFICATION

Director Stadler discussed the simplification of the District and Homeowners Association noting that work should hold off until District No. 1 has been officially dissolved. Until then, Director Stadler will continue to work on an announcement to the community and will circulate a presentation to the Board in the upcoming months.

OTHER MATTERS

Director Stadler reported that after the review of two proposals for the creation and installation of the interpretive signage, the costs are similar. President Zent will take the lead on this project and will report back to the Board in July.

Ms. Hamilton noted that she will need to set up checking and COLOTRUST accounts for District No. 2. She will also need to set District No. 2 up with a bill.com account and obtain new signatory cards. Upon motion duly made, seconded and unanimously carried, the Board authorized Ms. Hamilton to open the various accounts and add Director Stadler to the signatory cards.

Ms. Hamilton then stated that District No. 1's checking account will need to be closed and the small available balance be transferred to District No. 2's new account. Upon motion duly made, seconded and unanimously carried, the Board authorized Ms. Hamilton to proceed and Director Clutter to draft and submit a closing letter for District No. 1 to the Bank.

ADJOURNMENT

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

Respectively submitted,

Sarah H. Luetjen, Secretary for the meeting

APPROVED

Kevin Stadler

Ryan Zent

Aaron Clutter

Jeff Bergeon

Kevin Chan

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
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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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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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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SCHEDULE (IN WORK DAYS):

PHASE I: RESEARCH AND CONCEPT

Agreement approvedprior 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 Designerday 5
 Designer begins conceptual layoutday 6
 Designer completes conceptual layout, sends to Client for review.....day 8
 Client review of concept beginsday 9
 Client returns conceptual feedback to Designerday 13
 Designer begins revisions to conceptual layout, if needed.....day 14
 Designer completes revisions to conceptual layout, sends to Client for reviewday 16
 Client review of revised concept beginsday 17
 Client reviews revised concept, sends approval to Designerday 21

PHASE II: CONTENT AND DESIGN

Creation and Modification of graphics and text beginsday 22
 Creation and Modification of graphics and text completesday 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 reviewday 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 beginsday 66
 Revisions by Designer to layouts completes.....day 68
 Final proofs sent to Client for review and approvalday 69
 Client review of final proofs beginsday 70
 Client review of final proofs completes, sends approval to Designerday 74

PHASE III: PRODUCTION AND COORDINATION

Layout files prepared for fabricator.....day 75
 Layout files transmitted to fabricatorday 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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Estimated Fees			Cost
PHASE I: RESEARCH AND CONCEPT			
Planning and Research			\$300.00
Concept and Concept Revisions			\$1,350.00
Subtotal Phase I			\$1,650.00
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
Subtotal Phase II			\$12,575.00
PHASE III: PRODUCTION AND COORDINATION			
Revisions and Production			\$810.00
Vendor Coordination, Quality Assurance			\$300.00
Subtotal Phase III			\$1,110.00
			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
Total			\$36,383.00
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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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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PROJECT NUMBER:
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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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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.

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.

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.

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.

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.

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.

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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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.

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.

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.

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.

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

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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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PROPOSAL

DATE: May 11, 2023

TO: Kevin Stadler, Southshore HOA

FROM: Carlie Barnhart

PROJECT: **Southshore Community Interpretive Sign Panel Design & Fabrication**

SCOPE OF WORK

Scope of work would include preliminary information gathering at site, follow-up meetings with community members or local Aurora experts to identify appropriate interpretive facts and themes, collection of graphic materials to help tell the stories most relevant to the Southshore community location, and finally preparation of text and artwork for each panel.

TASKS

I. INFORMATION GATHERING

- a. Schedule site walk with appropriate community members, noting and photographing each location and brainstorming potential interpretive themes and graphic elements (ecological, wildlife, historical, long views, trail map, etc)
- b. Contact community resident-photographer and any other local resources such as naturalists at Aurora Parks, Open Space and Trails department, historians in the community or at the Aurora Historical Society to gather available information and photography. (Potential free resources: https://www.auroragov.org/things_to_do/parks__open_space__trails/nature__open_space/nature_education__programs, and <https://auroracohistoricalsociety.org/ask-the-historian/>)
- c. Assemble rough concepts for interpretive themes for each location, and community trail map.
- d. *Client review and selection of themes for each location.*

II. CONCEPTUAL DESIGN

- a. Prepare rough draft text and assemble photograph or illustration options for each panel location. These may or may not include photographs or illustrations that would need to be created. Design draft trail map.
- b. Prepare thumbnail concepts for each panel.
- c. Client review and selection of preferred options.

III. DESIGN DEVELOPMENT and FABRICATION PREP

- a. Order new photography or illustration if required.
- b. Finalize text and layouts of all interpretive content and trail mapping.
- c. Client review and revisions.
- d. Prep art files for fabrication.

FEES & EXPENSES

FEES : \$2,500 per panel

(Carlie Barnhart- Principal Designer @ \$125/hr., Larry Sandberg- Copywriter @ \$100/hr.)

Includes site visit, meetings, research, copywriting, panel layout, and coordination with fabricator.

EXPENSES: TBD

Would include any outside services such as mapping, photography, photo usage fees, or illustration.

If professional services are needed outside of the local governmental or community organizations, fees for freelance photographers, historians or naturalists would be additional. All costs would be presented to client for approval before any work is ordered.

SIGN FABRICATION COST

Rough estimate for a single 36" x 48" IZone panel would be \$1,000. When ordered in higher quantities, per panel costs are reduced significantly. Accurate pricing would be provided to client for approval prior to ordering material.

TIMELINE

Once the initial site visit and resource meetings are completed, we would estimate 2 months to design and finalize art.

Fabrication time is typically 4-6 weeks. Installation of the signs on the panels would be the responsibility of Southshore HOA, but would probably involve drilling 4 holes in the frame plates of the existing sign bases, and securing the panels with vandal resistant hardware.

Accepted

Date

PROTECTIVE SERVICES AGREEMENT

Metropolitan District Public Safety Group, LLC

This agreement made this XX day of July, 2023 by and between MDPS LLC hereinafter referred to as “Contractor” and Southshore Metropolitan District No.2 hereinafter referred to as “Client”. In consideration of the mutual covenants contained in this document, both parties agree as follows;

1. Client has retained the contractor to provide protective services. The location, level of service, compensation and any special considerations are contained in addendums to this agreement.
2. Officers shall perform irregular patrols of the client’s buildings and common areas between the hours of 8 PM and 4 AM.
3. Officers shall report incidents, occurrences and hazardous conditions both in writing on an IR (Incident Report) and to the on duty supervisor. The field supervisor will determine if the client representative is to be called.
4. Officers will complete an IR (Incident Report) at the conclusion of each tour detailing any incidents.
5. Contractor will Equip and maintain an organization capable of providing high quality protection services. Contractor will require its employees to continually improve their individual knowledge of property protection relevant to their position within the contractor’s organization. Contractor will keep all employees informed of new methods and procedures and will require continuing education and training through the use of accredited instructors and facilities as a stipulation for continuing employment.
6. Contractor will select its employees with the utmost care and maintain background members of each employee as well as thorough records of conduct and accomplishments after being accepted into the contractor’s organization.
7. The officers furnished to the client pursuant to this agreement will be employees of the contractor, and contractor will exercise complete control over their conduct and will pay all wages and costs related to such employees.
8. Contractor will indemnify and hold harmless the client from any liability arising as a direct result of any action of the contractor or its employees. This is not inclusive of claims of inadequate security, premises liability, and failure to protect or in any instance where the client, its employees or agents, are in whole or part, either by action or inaction responsible for the litigation resulting in the claim of liability.
9. This agreement, including any addendums, shall constitute the entire agreement between the client and the contractor, and any prior understanding or agreement of any kind prior to the date of this instrument shall not be binding upon either party except to the extent provided for in this agreement.
10. Any modification of this agreement or additional obligation assumed by either party to this agreement shall be binding only if placed in writing, signed by representatives of each party and attached to this agreement as an addendum.

11. Notifications of rate adjustments will be made to the client at least 30 days prior to taking effect. Client will have the opportunity to terminate services prior to the rate change taking effect upon 30 days written notice to the contractor.
12. Client agrees that it will not, for a period of at least one year after the termination of this agreement, hire for employment any person employed by the contractor.
13. The term of this agreement shall commence on the above stated date and shall continue through December 31 of the contract year subject to the right of either party to cancel upon 30 days written notice to the other. Terms of this agreement may be amended or terminated as agreed on by both parties.
14. This agreement shall bind and inure to the benefit of the respective heirs, representatives, successors and assigns of the parties.
15. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado.
16. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay, a reasonable sum for the successful parties' attorneys' fees.
17. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, however all of which shall constitute but one and the same instrument together, shall constitute one and the same agreement.
18. Client shall compensate the contractor at a rate of \$6,500 per month, invoiced on the first of each services month and net 30 days. Amounts not delivered to the contractor's office by the first of the following month shall bear interest at a rate of one and a half percent a month. Emergency Management, additional onsite services and court appearances are billable at a rate of \$100 per hour per man. Legal holidays bear a charge of \$25 per day. Client shall remit all payments to;
19. Insurance
20. Security Committee

METROPOLITAN DISTRICT PUBLIC SAFETY GROUP, LLC
Accounts Receivable
1250 S. Buckley Road
Suite 1188
Aurora, CO 80017

In witness whereof, each party to this agreement has caused it to be executed this 1 day of November, 2016.

A handwritten signature in black ink, appearing to be 'J. P. [unclear]', written over a horizontal line.

As agent for MDPS LLC

As agent for Client

	SSMD#1 General Fund Budget	SSMD#2 General Fund Budget	SSMD#2 Debt Service Budget	Consolidated Actual	Consolidated Forecast	Notes
Beginning Fund Balance	243,018	243,266	4,803,203	5,414,760	5,414,760	
Revenues						
Transfer from District No.2	3,095,336	(3,095,336)	-	-	-	
Property Taxes	-	2,619,764	1,891,472	-	4,511,236	
Specific Ownership Taxes	-	269,366	-	-	269,366	
Interest Income	-	3,500	10,000	-	13,500	
System Development Fees	-	-	62,500	-	62,500	
Total Revenues	3,095,336	(202,706)	1,963,972	-	4,856,602	
Total Funds Available	3,338,354	40,560	6,767,175	5,414,760	10,271,362	
Expenditures						
Accounting/Audit	50,000	-	-	23,733	50,000	
Insurance	60,000	-	-	3,838	60,000	
Legal	125,000	-	-	42,764	100,000	
Election Expense	10,000	-	-	-	-	Included in Legal
Irrigation Water and Electric Security	50,000	-	-	-	25,000	
Stormwater Management	-	-	-	39,700	222,158	
Stormwater Management	800,000	-	-	26,186	650,000	
Underdrain Management	750,000	-	-	32,695	300,000	
Landscape/ Fence Maint	600,000	-	-	264,634	900,000	Fence/Prior Capital Projects/Filings
Miscellaneous	2,000	100	-	-	-	
Assest Replace Reserve	775,000	-	-	-	775,000	Not really an Expense/Establish a MD Reserve
Contingency	42,944	-	-	-	-	
Emergency Reserve (3%)	73,410	1,164	-	-	75,000	Add to the Asset Replace Reserve
Treasurer Fees/Taxes	-	39,296	28,681	123,350	70,000	\$122k in Property Taxes; Working to Recover from Arapahoe County
Bond Principal - Series 2020 A-1	-	-	1,170,000	-	1,170,000	See Debt Tab
Bond Interest - Series 2020 A-1	-	-	585,716	292,858	585,716	See Debt Tab
Bond Principal - Series 2020 A-2	-	-	-	-	-	See Debt Tab
Bond Interest - Series 2020 A-2	-	-	511,200	255,600	511,200	See Debt Tab
Bond Principal - Series 2020 B	-	-	-	-	-	See Debt Tab
Bond Interest - Series 2020 B	-	-	777,850	-	777,850	See Debt Tab
Trustee/Paying Agent Fees	-	-	10,000	7,000	10,000	
Total Expenditures	3,338,354	40,560	3,083,447	1,112,359	6,281,924	
Ending Fund Balance	-	-	3,683,728	4,302,401	3,989,438	
					305,710	Project Savings over Budget
					850,000	Reserves
					1,155,710	Total Cash

Security

Flock Safety Cameras	39,700.00	Approved
Security Services	32,500.00	\$78k Annualized
Gates & Trash Enclosures	24,900.00	\$4.8k/gate; \$5.5k enclosures; \$1.5k Boathouse reinforcements
Landscape Lighting		
Powhatan/Calhoun & Arapahoe	31,768.94	Proposal
Titus/Smoky	11,699.69	Proposal
Facility Locks	81,589.61	Rekey Facilities/Harden Access
	<u>222,158.24</u>	



Lights at ss pkwy

Date 7/3/2023
Customer Kevin Stadler |
Property South Shore | 27151 E Lakeview Dr | Aurora, CO 80016
PO #

Cost to trim trees and install lights at South shore parkway and Powhaoan rd on the northside and south side north side will include new electrical outlet south side we assume the electrical coming off of the monument is in good order. this proposal supports up to 80 lights per side but includes 60 per side

Default Group

EN - Enhancement

Items	Quantity	Unit	Price/Unit	Price
Labor pruning and dead wooding	50.00	Hr	\$64.99	\$3,249.52
transformer 600w	2.00	ea	\$600.02	\$1,200.04
12/2 LIGHTING WIRE FT LOW VOLTAGE	2,000.00	ea	\$0.96	\$1,920.06
Well lights	75.00	ea	\$100.00	\$7,500.24
Up light	20.00	ea	\$150.00	\$3,000.00
Wall wash	25.00	ea	\$100.00	\$2,500.08
Mr16 bulbs	120.00	ea	\$30.00	\$3,600.12
Labor - light install	120.00	Hr	\$64.99	\$7,798.85
Electrical outlet	1.00	ea	\$1,000.03	\$1,000.03
			EN - Enhancement:	\$31,768.94
			PROJECT TOTAL:	\$31,768.94

Terms & Conditions


TRAFFIC CONTROL, PERMITS, AND SURVEYS/INSPECTIONS ARE NOT INCLUDED UNLESS OTHERWISE NOTED AND WILL BE THE FINANCIAL BURDEN OF THE CLIENT.

INSTRUCTIONS TO CONTRACTOR OR OWNER: THIS WORK ORDER PROPERLY SIGNED BY YOUR AGENT HAS BEEN ACCEPTED AS AUTHORIZATION TO PERFORM THE WORK. AN INVOICE WILL BE FORWARDED TO YOUR OFFICE FOR PAYMENT WHEN THE WORK IS COMPLETED.

****Price guaranteed for 45 days from date of proposal**

****Payment is due to ColoradoScapes within 30 days after the invoice date**

****One Year Warranty on Trees and Woody Plant Material, excludes: Acts of God, Abuse, or Neglect.**

By 

Ben Randall
Date 7/3/2023

SunWorks Landscape Partners

By _____
Date _____
South Shore



Lights at Titus/smokey hill

Date 7/3/2023
Customer Kevin Stadler |
Property South Shore | 27151 E Lakeview Dr | Aurora, CO 80016
PO #

this proposal is for lights at Titus Way we may use 3 smaller transformers and existing electrical to light both sides and for the median at Titus on the east side of Titus a new meter may need to be installed and the cost is not included in this proposal.

Default Group

EN - Enhancement

Items	Quantity	Unit	Price/Unit	Price
Transformer 150w	3.00	ea	\$300.01	\$900.03
12/2 LIGHTING WIRE FT LOW VOLTAGE	1,000.00	ea	\$0.96	\$960.03
Well lights	20.00	ea	\$100.00	\$2,000.06
Up light	20.00	ea	\$150.00	\$3,000.00
Wall wash	3.00	ea	\$100.00	\$300.01
Mr16 bulbs	43.00	ea	\$30.00	\$1,290.04
Labor - light install	50.00	Hr	\$64.99	\$3,249.52
			EN - Enhancement:	\$11,699.69
			PROJECT TOTAL:	\$11,699.69

Terms & Conditions


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INSTRUCTIONS TO CONTRACTOR OR OWNER: THIS WORK ORDER PROPERLY SIGNED BY YOUR AGENT HAS BEEN ACCEPTED AS AUTHORIZATION TO PERFORM THE WORK. AN INVOICE WILL BE FORWARDED TO YOUR OFFICE FOR PAYMENT WHEN THE WORK IS COMPLETED.

****Price guaranteed for 45 days from date of proposal**

****Payment is due to ColoradoScapes within 30 days after the invoice date**

****One Year Warranty on Trees and Woody Plant Material, excludes: Acts of God, Abuse, or Neglect.**

By 

Ben Randall
Date 7/3/2023

SunWorks Landscape Partners

By _____
Date _____
South Shore

AURORA COLORADO LOCKSMITH PROPOSAL FOR SOUTHSORE METRO DISTRICT

master key setup
\$450.00
1 x\$450.00

key log
\$26.00
1 x\$26.00

lock rekey master key
\$8,108.10
162 x\$50.05

key box x2
\$360.00*
1 x\$360.00 | sales tax (8.01%)

3 detex crash bars
\$2,229.00
3 x\$743.00

Schlage fsic mortis housing
\$827.50
25 x\$33.10

Schlage sfic adama rite
\$43.50
25 x\$1.74

Schlage core cylinder
\$1,023.75
25 x\$40.95

Schlage contril key
\$31.50

5 x\$6.30

Schlage lever 26d
\$6,360.00

20 x\$318.00

Schlage sfic cylinder
\$819.00

20 x\$40.95

Schlage lever duronotic
\$5,610.00

17 x\$330.00

sfic core
\$532.35

13 x\$40.95

continues hindge
\$1,030.00

5 x\$206.00

front line defense
\$2,154.00

6 x\$359.00

sfic deadbolt
\$2,720.00

17 x\$160.00

Schlage core

\$696.15

17 x\$40.95

lfic core

\$4,133.00

100 x\$41.33

Schlage pad lock

\$4,095.00

100 x\$40.95

flush floor bolt

\$142.80

6 x\$23.80

front line defense

\$359.00

1 x\$359.00

sfic deadbolt cylinder

\$880.00

5 x\$176.00

front line defense

\$2,154.00

6 x\$359.00

front line defense 8 foot door

\$365.00

1 x\$365.00

continue hinge
\$325.00

1 x\$325.00

sc4
\$29.60*

40 x\$0.74 | sales tax (8.01%)

labor for 3 techs 70 to 80 hours
\$36,000.00

80 x\$450.00

door reinforcement
\$85.36

1 x\$85.36

Subtotal

\$81,589.61

Tax (sales tax 8.01%)

\$31.21

Total

\$81,620.82

Southshore Metropolitan District No. 1
Financial Statements

March 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 March 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 three 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.

July 10, 2023
Englewood, Colorado

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

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
ASSETS				
Current assets				
Cash in checking	\$ 153,845	\$ 86,195	\$ -	\$ 240,040
Due from District No. 2	<u>140,000</u>	<u>-</u>	<u>-</u>	<u>140,000</u>
	<u>293,845</u>	<u>86,195</u>	<u>-</u>	<u>380,040</u>
Other assets				
Capital improvements	<u>-</u>	<u>-</u>	<u>51,122,696</u>	<u>51,122,696</u>
Total Assets:	<u>\$ 293,845</u>	<u>\$ 86,195</u>	<u>\$ 51,122,696</u>	<u>\$ 51,502,736</u>
LIABILITIES				
Current liabilities				
Accounts payable	\$ 144,840	\$ -	\$ -	\$ 144,840
Retainage payable	<u>-</u>	<u>70,209</u>	<u>-</u>	<u>70,209</u>
	<u>144,840</u>	<u>70,209</u>	<u>-</u>	<u>215,049</u>
Total Liabilities:	<u>144,840</u>	<u>70,209</u>	<u>-</u>	<u>215,049</u>
FUND BALANCES				
Fund balance - unrestricted	<u>149,005</u>	<u>15,986</u>	<u>-</u>	<u>164,991</u>
Total Fund balances:	<u>149,005</u>	<u>15,986</u>	<u>51,122,696</u>	<u>51,287,687</u>
	<u>\$ 293,845</u>	<u>\$ 86,195</u>	<u>\$ 51,122,696</u>	<u>\$ 51,502,736</u>

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

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
Revenues			
Transfer from District #2	\$ 3,095,336	\$ 219,986	\$ (2,875,350)
	<u>3,095,336</u>	<u>219,986</u>	<u>(2,875,350)</u>
Expenditures			
Accounting & audit	50,000	4,248	45,752
Insurance	60,000	68,557	(8,557)
Legal	125,000	19,057	105,943
Election expenses	10,000	-	10,000
Irrigation water & electric	50,000	5,397	44,603
Stormwater management	800,000	-	800,000
Underdrain management	750,000	-	750,000
Landscape maintenance	600,000	31,429	568,571
Miscellaneous expense	2,000	3,966	(1,966)
Asset replacement reserve	775,000	-	775,000
Contingency	42,944	-	42,944
Emergency reserve	<u>73,410</u>	<u>-</u>	<u>73,410</u>
	<u>3,338,354</u>	<u>132,654</u>	<u>3,205,700</u>
Excess (deficiency) of revenues over expenditures	(243,018)	87,332	330,350
Fund balance - beginning	<u>243,018</u>	<u>61,673</u>	<u>(181,345)</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 149,005</u>	<u>\$ 149,005</u>

Southshore Metropolitan District No. 1
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Three Months Ended March 31, 2023
Capital Projects Fund

See Accountant's Compilation Report

	<u>Annual</u> <u>Budget</u>	<u>Actual</u>	<u>Variance</u> <u>Favorable</u> <u>(Unfavorable)</u>
Revenues			
Reimbursements from other govern	\$ -	\$ 25,182	\$ 25,182
Transfer from District 2	<u>-</u>	<u>3,280</u>	<u>3,280</u>
	<u>-</u>	<u>28,462</u>	<u>28,462</u>
Expenditures			
Capital outlay	<u>-</u>	<u>12,476</u>	<u>(12,476)</u>
	<u>-</u>	<u>12,476</u>	<u>(12,476)</u>
Excess (deficiency) of revenues over expenditures	-	15,986	15,986
Fund balance - beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 15,986</u>	<u>\$ 15,986</u>

Southshore Metropolitan District No. 2
Financial Statements

March 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 March 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 three 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.

July 10, 2023
Englewood, Colorado

Southshore Metropolitan District No. 2
Balance Sheet - Governmental Funds and Account Groups
March 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>
Assets:					
Current assets					
Cash in savings	\$ 1,391,221	\$ 783,174	\$ -	\$ -	\$ 2,174,395
Cash with trustee	-	5,006,805	657	-	5,007,462
Cash with county treasurer	98,986	50,778	-	-	149,764
Accounts receivable - development fees	-	35,000	-	-	35,000
	<u>1,490,207</u>	<u>5,875,757</u>	<u>657</u>	<u>-</u>	<u>7,366,621</u>
Other assets					
Amount available in debt service fund	-	-	-	5,875,757	5,875,757
Amount to be provided for retirement of debt	-	-	-	52,824,243	52,824,243
	<u>-</u>	<u>-</u>	<u>-</u>	<u>58,700,000</u>	<u>58,700,000</u>
	<u>\$ 1,490,207</u>	<u>\$ 5,875,757</u>	<u>\$ 657</u>	<u>\$ 58,700,000</u>	<u>\$ 66,066,621</u>
Liabilities:					
Current liabilities					
Due to District 1	\$ 140,000	\$ -	\$ -	\$ -	\$ 140,000
	<u>140,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>140,000</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
	<u>-</u>	<u>-</u>	<u>-</u>	<u>58,700,000</u>	<u>58,840,000</u>
Total liabilities	<u>140,000</u>	<u>-</u>	<u>-</u>	<u>58,700,000</u>	<u>58,840,000</u>
Fund Equity:					
Restricted:					
Debt service	-	5,875,757	-	-	5,875,757
Capital projects	-	-	657	-	657
Unrestricted	1,350,207	-	-	-	1,350,207
	<u>1,350,207</u>	<u>5,875,757</u>	<u>657</u>	<u>-</u>	<u>7,226,621</u>
	<u>\$ 1,490,207</u>	<u>\$ 5,875,757</u>	<u>\$ 657</u>	<u>\$ 58,700,000</u>	<u>\$ 66,066,621</u>

Southshore Metropolitan District No. 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Three Months Ended March 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	\$ 1,173,065	\$ (1,446,699)
Specific ownership taxes	269,366	74,687	(194,679)
Interest income	<u>3,500</u>	<u>10,279</u>	<u>6,779</u>
	<u>2,892,630</u>	<u>1,258,031</u>	<u>(1,634,599)</u>
Expenditures			
Treasurer fees	39,296	17,596	21,700
Miscellaneous expense	100	-	100
Transfer to District #1	3,095,336	219,987	2,875,349
Emergency reserve	<u>1,164</u>	<u>-</u>	<u>1,164</u>
	<u>3,135,896</u>	<u>237,583</u>	<u>2,898,313</u>
Excess (deficiency) of revenues over expenditures	(243,266)	1,020,448	1,263,714
Fund balance - beginning	<u>243,266</u>	<u>329,759</u>	<u>86,493</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 1,350,207</u>	<u>\$ 1,350,207</u>

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

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Property taxes	\$ 1,891,472	\$ 847,142	\$ (1,044,330)
System development fees	62,500	55,000	(7,500)
Interest income	<u>10,000</u>	<u>55,510</u>	<u>45,510</u>
	<u>1,963,972</u>	<u>957,652</u>	<u>(1,006,320)</u>
Expenditures			
Bond principal - 2020 A-1	1,170,000	-	1,170,000
Bond interest - 2020 A-1	585,716	-	585,716
Bond interest - 2020 A-2	511,200	-	511,200
Bond interest - 2020 B	777,850	-	777,850
Treasurer's fee	28,681	12,707	15,974
Trustee / paying agent fees	<u>10,000</u>	<u>-</u>	<u>10,000</u>
	<u>3,083,447</u>	<u>12,707</u>	<u>3,070,740</u>
Excess (deficiency) of revenues over expenditures	(1,119,475)	944,945	2,064,420
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>\$ 5,875,757</u>	<u>\$ 2,192,029</u>

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

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
Revenues			
Developer contributions	\$ -	\$ -	\$ -
Interest	<u>-</u>	<u>28</u>	<u>28</u>
	<u>-</u>	<u>28</u>	<u>28</u>
Expenditures			
Transfer to District 1	<u>-</u>	<u>3,280</u>	<u>(3,280)</u>
	<u>-</u>	<u>3,280</u>	<u>(3,280)</u>
Excess (deficiency) of revenues over expenditures	-	(3,252)	(3,252)
Fund balance - beginning	<u>-</u>	<u>3,909</u>	<u>3,909</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 657</u>	<u>\$ 657</u>

Southshore Metropolitan District No. 1 and 2
Schedule of Cash Position
July 11, 2023

	General	Debt Service	Capital Project	Total
<u>District No. 1</u>				
FirstBank - Checking				
Balance as of 6/30/2023	\$ 107,536.90	\$ -	\$ -	\$ 107,536.90
<i>Subsequent activities:</i>				
Vouchers payable	13-Jun (22,600.50)	-	-	(22,600.50)
Transfer from District 2	-	-	-	-
<i>Anticipated balance:</i>	<u>\$ 84,936.40</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 84,936.40</u>
<u>District No. 2</u>				
Colostrust - Savings				
Balance as of 6/30/2023	\$ 1,137,200.28	\$ 461,186.87	\$ -	\$ 1,598,387.15
<i>Subsequent activities:</i>				
Property taxes	907,583.45	637,945.92	-	1,545,529.37
Special Development Fees	-	-	-	-
Transfer to UMB Trustee	-	(1,000,000.00)	-	(1,000,000.00)
Transfer to District 1	-	-	-	-
<i>Anticipated balance:</i>	<u>2,044,783.73</u>	<u>99,132.79</u>	<u>-</u>	<u>2,143,916.52</u>
UMB - GO Bond Series 2020 (in Colostrust Plus +):				
Balance as of 6/30/2023				
Bond Fund - 2020A-1	-	2,218,484.75	-	2,218,484.75
Bond Fund - 2020A-2	-	423,366.77	-	423,366.77
Reserve Fund - 2020A-1	-	1.00	-	1.00
Reserve Fund - 2020A-2	-	1.00	-	1.00
Project Fund - 2020A-1/2	-	-	346.48	346.48
Bond Fund - 2020B	-	334,160.82	-	334,160.82
Reserve Fund - 2020B	-	1,878,247.09	-	1,878,247.09
Project Fund - 2020B	-	-	319.42	319.42
Surplus - 2020B	-	999,686.01	-	999,686.01
<i>Subsequent activities:</i>				
Transfer from Colostrust	-	(1,000,000.00)	-	(1,000,000.00)
Debt Service Payment	-	-	-	-
Payments from Project - 2020A-1/2	-	-	-	-
Payments from Project - 2020B	-	-	-	-
<i>Anticipated balance:</i>	<u>-</u>	<u>4,853,947.44</u>	<u>665.90</u>	<u>4,854,613.34</u>
UMB - SSRA Escrow				
Balance as of 6/30/2023	-	-	272.95	272.95
<i>Subsequent activities:</i>				
Payments from Escrow	-	-	-	-
<i>Total Anticipated balance - SSRA:</i>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 272.95</u>	<u>\$ 272.95</u>

Southshore Metropolitan District No. 1
Claims to be approved - 7.11.2023 Meeting

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Description</u>	<u>Amount</u>
CMS Environmental Solutions, LLC	152270	6/1/2023	05 Inspections - F18 Pool house	\$ 250.00
CMS Environmental Solutions, LLC	153736	7/1/2023	06 Inspections - F14 Trail Extension	625.00
Cockrel Ela Glesne Greher & Ruhland	06 30 23	6/30/2023	06 Legal Services	9,296.65
Earnweald Consulting Services, LLC	SSMD1-2023-48	6/30/2023	06 District Engineer	6,825.00
J. R. Engineering, LLC	81374	3/31/2023	Underdrain system maintenance	1,610.00
J. R. Engineering, LLC	81376	3/31/2023	Fence Replacement Project	3,645.00
Kevin Stadler	06 16 23	6/16/2023	Website Software plan - Reimbursement	24.85
Kevin Stadler	07 02 23	7/2/2023	Website Software plan - Reimbursement	324.00
				<u>\$ 22,600.50</u>