

**ANNUAL REPORT FOR THE CALENDAR YEAR 2024**

**SOUTHSHORE METROPOLITAN DISTRICT**

City Clerk, City of Aurora  
*via Email*

Division of Local Government,  
*via E-Filing Portal*

Office of the State Auditor,  
*via E-Filing Portal*

Arapahoe County Clerk and Recorder,  
*via Email*

The following information and documents (attached as exhibits) are provided for Southshore Metropolitan District (the “**District**”, formerly known as Southshore Metropolitan District No. 2) for calendar year 2024 pursuant to Section VI of the Consolidated Service Plan (the “**Service Plan**”) of the Southshore Metropolitan District No. 1 (“**District No. 1**”) and the District (collectively with District No. 1, the “**Districts**”) approved by the City Council of the City of Aurora (the “**City**”) and filed with the District Court:

a) **Boundary changes made or proposed.**

Attached as Exhibit A are the Inclusion Orders that were recorded with the Arapahoe County Clerk and Recorder during the report year.

b) **Intergovernmental Agreements with other governmental entities entered into or proposed.**

- Intergovernmental Agreement by and between the City of Aurora and the Districts, dated February 11, 2003, setting forth various reporting and other obligations of the Districts to the City.
- Amended and Restated Intergovernmental Agreement by and between the Districts, dated May 11, 2007, setting forth terms and conditions upon which certain public improvements will be financed, funded, constructed, owned, operated and maintained.
- System Development Fee Agreement by and between the Districts and WL Homes LLC, d/b/a John Laing Homes, dated July 17, 2007 (no governmental entities other than the Districts).
- System Development Fee Agreement by and between the Districts and Village Homes of Colorado, Inc., dated January 31, 2008 (no governmental entities other than the Districts).
- Conveyance Agreement between the Districts, dated as of November 15, 2022.
- Intergovernmental Agreement and Snow and Ice Plan between the City and the District for Snow Removal and Plowing Operations, dated as of February 12, 2024.

c) **Changes or proposed changes in the District’s policies.**

Attached as Exhibit B is the Resolution Adopting a Website Accessibility Plan and Policy. The District has adopted the Lakehouse and Lighthouse Rentals Rules and Policy, and a copy will be provided to the City as a supplement to this report.

d) **Changes or proposed changes in the District’s operations.**

Effective April 1, 2024, the District assumed responsibility for operation and maintenance of all facilities owned by the District, including the Lighthouse and Lakehouse and all common area landscaping within the Development. These operational responsibilities were previously provided by the Southshore Master Association, Inc. by contract with the Districts.

The District engaged Management Trust to serve as property manager of the facilities, Front Range Recreation to manage the District’s swimming pools, Cox Landscaping to maintain the District’s parks and open spaces, and Metro Public Safety to provide security services (which were authorized by the Aurora Chief of Police, attached hereto as Exhibit C). The District also engaged Cox Landscaping to provide snow plow services pursuant to the new IGA with the City, disclosed above.

e) **Any change in the financial status of the District including revenue projections, or operating costs.**

Attached as Exhibit D is the budget of the District for fiscal year 2025.

f) **A summary of any litigation which involves the District.**

None.

g) **Proposed plans for the year immediately following the year summarized in the annual report.**

In 2025, the District has hired Public Alliance to provide District Management and Accounting services. It has also expanded its engagement of Cox Landscaping to provide snow plowing services. The District is exploring signing an agreement with a local swim team to use the Lighthouse as the “home pool” for practices and meets.

h) **Status of District’s Public Improvement Construction Schedule.**

All Public Improvements in Phases 1 and 2, Filings 1 thru 18 (except for the Filing 14 Trail Extension) are complete and have been accepted by the City of Aurora. The new recreation center and pool, was conveyed to District No. 1 and subsequently conveyed to the District. The Filing 14 Trail Extension has been accepted and has started the 2-year warranty phase. All Filing 19 Public Improvements have been completed and have been accepted; those Public Improvements are now in the warranty phase.

i) **A list of all facilities and improvements constructed by the District that have been dedicated and accepted by Aurora.**

See attached Exhibit E.

j) **Summary of current assessed valuation.**

The 2024 assessed valuation of the District was \$102,929,416.


k) **Summary required by the Districts' Service Plan.**

See attached Exhibit D.

Respectfully submitted this 1<sup>st</sup> day of March, 2025.

**EXHIBIT A TO 2024 ANNUAL REPORT**

Inclusion Orders

<p>DISTRICT COURT, ARAPAHOE COUNTY, STATE OF COLORADO</p> <p>Court Address: Arapahoe County Justice Center 7325 South Potomac Street Centennial, CO 80112</p> <p>Phone Number: 303-649-6355</p>	<p>DATE FILED: July 27, 2024 10:30 AM</p> <p>COMBINED COURT</p> <p>STATE OF COLORADO } ss. ARAPAHOE COUNTY. }</p> <p>CERTIFIED to be a full, true and correct copy of the original in my custody.</p> <p>AUG 02 2024</p> <p>DATED _____ A.D.</p> <p>SHANA KLOEK Clerk of the County Court</p> <p>By <u>Chloe Lee</u> Deputy (3 pages)</p> 
<p>IN RE SOUTHSHORE METROPOLITAN DISTRICT</p>	<p>▲ COURT USE ONLY ▲</p> <p>Case No.: 02CV2873</p> <p>Div.: Ctrm.:</p>
<p style="text-align: center;"><b>ORDER FOR INCLUSION</b></p>	

THIS MATTER coming before the Court upon the filing of an Order of the Board of Directors (the “**Board**”) of Southshore Metropolitan District (the “**District**”) granting the inclusion of certain additional real property into the District; and it appears to the Court that the property hereinafter described in Exhibit A attached hereto is capable of being served with facilities of the District, and that the fee owner of such property, Michael and Elizabeth Stahlberg (the “**Petitioner**”), filed with the Board of Directors a proper Petition, a copy of which has been filed with the Clerk of this Court, praying that such property be included within the District; and that the Petition was heard at an open meeting of the Board of the District on June 11, 2024, at the hour of 6:00 p.m., which meeting was held virtually via Zoom at <https://us02web.zoom.us/j/82121292177>, after duly publishing notice of the filing of such Petition and of the date, place and time of such meeting, and of the name of the Petitioner in the *Aurora Sentinel*, a newspaper of general circulation within the District, on June 6, 2024 which proof of publication has been filed with the Clerk of this Court; and that the Board duly granted

such Petition as to all the real property therein described, and on such date made and entered an Order to that effect, which Order has been filed with the , Clerk of this Court, and the terms and conditions of which are incorporated herein by reference.

IT IS THEREFORE ORDERED that the real property described in Exhibit A attached hereto be included within the Southshore Metropolitan District.

DATED this 7 day of July, 2024.

BY THE COURT:



\_\_\_\_\_  
District Court Judge

**EXHIBIT A**  
**(LEGAL DESCRIPTION OF PROPERTY TO BE INCLUDED)**

Lot 13, Block 1, Southshore at Aurora Sub Flg No. 10 Ex M/R's, also known as 27501 E. Lakeview Drive, Aurora, Colorado 80016, County of Arapahoe, State of Colorado

E4060131

COMBINED COURT STATE OF COLORADO } ARAPAHOE COUNTY. } ss.	
DISTRICT COURT, ARAPAHOE COUNTY, STATE OF COLORADO  Court Address: Arapahoe County Justice Center 7325 South Potomac Street Centennial, CO 80112  Phone Number: 303-649-6355	CERTIFIED to be a full, true and cor- rect copy of the original in my custody. DATE FILED IN FILED August 16, 2024, 2:03 AM:37 CASE NUMBER: 2002CV2873 SEP 9 2024 DATED _____ A.D. SHANA KLOEK Clerk of the County Court By _____ Deputy
IN RE SOUTHSHORE METROPOLITAN DISTRICT	▲ COURT USE ONLY ▲ Case No.: 02CV2873  Div.:                      Ctrm.:
<b>ORDER FOR INCLUSION</b>	

THIS MATTER coming before the Court upon the filing of an Order of the Board of Directors (the “**Board**”) of Southshore Metropolitan District (the “**District**”) granting the inclusion of certain additional real property into the District; and it appears to the Court that the property hereinafter described in Exhibit A attached hereto is capable of being served with facilities of the District, and that the fee owner of such property, Liangyin Guo (the “**Petitioner**”), filed with the Board of Directors a proper Petition, a copy of which has been filed with the Clerk of this Court, praying that such property be included within the District; and that the Petition was heard at an open meeting of the Board of the District on June 11, 2024, at the hour of 6:00 p.m., which meeting was held virtually via Zoom at <https://us02web.zoom.us/j/82121292177>, after duly publishing notice of the filing of such Petition and of the date, place and time of such meeting, and of the name of the Petitioner in the *Aurora Sentinel*, a newspaper of general circulation within the District, on June 6, 2024 which proof of publication has been filed with the Clerk of this Court; and that the Board duly granted

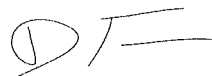


such Petition as to all the real property therein described, and on such date made and entered an Order to that effect, which Order has been filed with the , Clerk of this Court, and the terms and conditions of which are incorporated herein by reference.

IT IS THEREFORE ORDERED that the real property described in Exhibit A attached hereto be included within the Southshore Metropolitan District.

DATED this 16 day of August 2024.


BY THE COURT:



\_\_\_\_\_  
District Court Judge

**EXHIBIT A**  
**(LEGAL DESCRIPTION OF PROPERTY TO BE INCLUDED)**

Lot 24, Block 2, Southshore at Aurora Sub Flg No. 10 Ex M/R's, also known as 27663 E. Euclid Drive, Aurora, Colorado 80016, County of Arapahoe, State of Colorado

DISTRICT COURT, ARAPAHOE COUNTY, STATE OF COLORADO  Court Address: Arapahoe County Justice Center 7325 South Potomac Street Centennial, CO 80112 Phone Number: 303-649-6355	COMBINED COURT STATE OF COLORADO } ARAPAHOE COUNTY } ss. CERTIFIED to be a true and correct copy of the original in my custody.  AUG 20 2024 DATED _____ A.D. SHANA KLOEK Clerk of the County Court By _____ Deputy  ▲ COURT USE ONLY ▲ Case No.: 02CV2873  Div.:                      Ctrm.:
IN RE SOUTHSHORE METROPOLITAN DISTRICT	
<p style="text-align: center;"><b>ORDER FOR INCLUSION</b></p>	

THIS MATTER coming before the Court upon the filing of an Order of the Board of Directors (the “**Board**”) of Southshore Metropolitan District (the “**District**”) granting the inclusion of certain additional real property into the District; and it appears to the Court that the property hereinafter described in Exhibit A attached hereto is capable of being served with facilities of the District, and that the fee owner of such property, Colleen and Nicholas Crabb (the “**Petitioner**”), filed with the Board of Directors a proper Petition, a copy of which has been filed with the Clerk of this Court, praying that such property be included within the District; and that the Petition was heard at an open meeting of the Board of the District on August 13, 2024, at the hour of 6:00 p.m., which meeting was held virtually via Zoom at <https://us02web.zoom.us/j/83642455537>, after duly publishing notice of the filing of such Petition and of the date, place and time of such meeting, and of the name of the Petitioner in the *Aurora Sentinel*, a newspaper of general circulation within the District, on August 8, 2024 which

proof of publication has been filed with the Clerk of this Court; and that the Board duly granted such Petition as to all the real property therein described, and on such date made and entered an Order to that effect, which Order has been filed with the , Clerk of this Court, and the terms and conditions of which are incorporated herein by reference.

IT IS THEREFORE ORDERED that the real property described in Exhibit A attached hereto be included within the Southshore Metropolitan District.

DATED this \_\_\_\_\_ day of August, 2024.

BY THE COURT:

\_\_\_\_\_  
District Court Judge

**EXHIBIT A**  
**(LEGAL DESCRIPTION OF PROPERTY TO BE INCLUDED)**

Lot 25, Block 2, Southshore at Aurora Sub Flg No. 10 Ex M/R's, also known as 27653 E. Euclid Drive, Aurora, Colorado 80016, County of Arapahoe, State of Colorado

**EXHIBIT B TO 2024 ANNUAL REPORT**

Resolution Adopting a Website Accessibility Plan and Policy

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
SOUTHSHORE METROPOLITAN DISTRICT**

**ADOPTING A WEBSITE ACCESSIBILITY PLAN AND POLICY**

WHEREAS, Southshore Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to Title 32, Article 1, Colorado Revised Statutes (“**C.R.S.**”); and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) is empowered with the management, control, and supervision of all business and affairs of the District; and

WHEREAS, the District maintains a website accessible to the public providing information about the District, including the information required by § 32-1-104.5(3), C.R.S.; and

WHEREAS, to ensure the District’s website is accessible to as many members of the public as possible, the District desires to adopt a plan and policy setting forth its intent that its website comply with the website accessibility standards as set forth by the Colorado Office of Information Technology (“**OIT**”), as required by Section 24-85-103, C.R.S.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SOUTHSHORE METROPOLITAN DISTRICT AS FOLLOWS:

1. Policy. The District adopts the W3C Web Content Accessibility Guidelines 2.1 AA as adopted and approved by the OIT (the “**WCAG Standard**”) as its minimum standard of accessibility for its website, or such other guidelines as later adopted by the OIT.

2. Plan. To help ensure that the District’s website complies with the WCAG Standard, the District adopts the following plan:

- a. *Appointment of Compliance Coordinator*. The District’s manager is hereby designated as the District’s Compliance Coordinator (the “**Compliance Coordinator**”).
- b. *Responsibility*. The Compliance Coordinator shall review and test the District’s website for compliance with accessibility requirements no less than once monthly.

- c. *Skills*. The District will, when hiring employees or contractors for technology related roles, consider the applicants' familiarity with and skills to implement accessibility requirements.
- d. *Communication and Support Process*. The Compliance Coordinator shall be the contact person for the reporting of any accessibility issues and be responsible for resolving the accessibility issue.
- e. *Technology Contracts*. The District's consultants, including particularly the Compliance Coordinator, shall ensure that contracts for technology-based products or services include requirements for the contractor to provide services and/or products that meet accessibility requirements.
- f. *Software Development Lifecycle*. The District's consultants, including particularly the Compliance Coordinator, shall ensure that accessibility requirements are incorporated into ongoing events and projects and that accessibility requirements are considered during the entire lifecycle of the event and project.

3. Notice. The Compliance Coordinator shall provide the following notice on the District's website:

The Southshore Metropolitan District is committed to ensuring that this website is accessible to all people, including those with disabilities. We strive to ensure all the pages on our website meet W3C WAI's Web Content Accessibility Guidelines 2.1, Level AA (or such other guidelines as later adopted by the Colorado Office of Information Technology). However, if any person should have problems accessing content on our site, please contact the District using the Contact page.

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

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

ADOPTED this 11<sup>th</sup> day of June 2024.



Southshore Metropolitan District

DocuSigned by:  
By: *Ryan Bent*  
4A5946360D8841B...  
\_\_\_\_\_  
President

Attest:

DocuSigned by:  
*Kevin Stadler*  
0EDB70C14965405...  
\_\_\_\_\_  
Secretary

**EXHIBIT C TO 2024 ANNUAL REPORT**

Consultant Contracts

# MANAGEMENT RETAINER AGREEMENT

## ARTICLE I Recitals

### A. SERVICES COVERED BY THIS AGREEMENT:

Development: **Southshore Metropolitan District  
Management of Amenity Facilities and Common Areas (collectively, the "Property")**

Location:  
Lakehouse at Southshore  
27151 E. Lakeview Drive  
Aurora, Co 80016

Lighthouse at Southshore  
27301 E. Southshore Drive  
Aurora, Co 80016

Declaration Recordation No.: N/A

Tract No.: N/A

# of Retail Units/Lots: 1960 Lots

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

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

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

Mailing Address: c/o The Management Trust  
3091 South Jamaica Court, Suite 100  
Aurora Co 80014

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

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

Address: 3091 S. Jamaica Ct., Suite 100, Aurora, CO 80014

Principal: William B. Sasser, Chief Executive Officer

### D. DEFINITIONS:

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

**"Base Fee"** shall mean the monthly fee identified in Section 8 and covers Company's basic contractual services and usual and customary office expenses, exclusive of all additional or extraordinary services that may occur by Board direction as identified in Section 9 or Exhibit A of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **E. MISCELLANEOUS**

In consideration of the covenants herein, the Metropolitan District enters into this Agreement with Company to exclusively manage the Property and exclusively provide the Services for the compensation

provided in Section 8 and for the term in Section 11, subject to the terms and conditions in the "Scope of Services," set forth hereafter (as set forth herein, the "**Services**").

This Agreement supersedes any and all prior representations, understandings and communications, and may be modified only by written agreement of the parties. Any oral agreements or modifications are expressly invalid.

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

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

If any legal proceeding is necessary to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and legal costs, in addition to any other relief to which such party may be entitled. The parties agree that this Agreement shall be effective as of the date set forth in Section 11.

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

## ARTICLE II SCOPE OF SERVICES

### APPOINTMENT AND ACCEPTANCE

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

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

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

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

- 1.1 Management shall utilize its experience, professional skills and knowledge to assist the Board and its committees in accordance with generally accepted industry standards in the area of Property Management.
- 1.2 Pursuant to this Agreement, the Board hereby authorizes Company to implement and enforce the provisions of the Governing Documents and to administer the Metropolitan District contracts and vendors and to carry out Company's duties set forth in this Agreement on behalf of the Metropolitan District. The Metropolitan District retains legal liability for any and all acts and occurrences which relate to the actions of the Metropolitan District and its actions concerning the Property covered by this contract. Company must provide the Services and manage the Property in compliance with the Metropolitan District's Governing Documents and all applicable laws.
- 1.3 The Company will undertake reasonable efforts to implement the lawful decisions of the Board of Directors in accordance with the terms and conditions of this Agreement. Company will not be obligated to implement any decision which:
  - a) is contrary to the terms of this Agreement, industry standards, applicable laws or Governing Documents;
  - b) outside of Company's expertise, knowledge or licenses; or
  - c) could involve transactions, activities, services or time that are not expressly set forth in this Agreement.

Subject to Section 2.4, the Company may hire other professionals, at the Metropolitan District's sole expense, as are necessary and proper in the discharge of its duties under this Agreement. The Metropolitan District is responsible for the costs of these approved professionals.

- 1.4 Manage the Recreational Facilities Agreement and the Landscape Agreement and supervise the implementation of those agreements by the Pool Manager and Landscaper, respectively. Serve as the liaison between the Pool Manager, the Landscaper other vendors and the Board.
- 1.5 Maintain Metropolitan District's website and, coordinating with Metropolitan District counsel and other consultants, post all required information to the website, including notices and agendas of Board meetings, transparency notices and Metropolitan District documents as required by Colorado law. By July 1, 2024, ensure the Metropolitan District is in compliance with accessibility standards developed by the Governor's Office of Information and Technology under HB21-1110.

## 2. FINANCIAL MANAGEMENT

- 2.1 **Fees:** Company will provide for the collection and deposit of all tolls, rates, fees and charges as they become due and payable or as otherwise directed by the Board, if such Fees are established by future Board action.
- 2.2 **Metropolitan District Operating Funds:** Company shall establish and maintain, with either CSAFE or ColoTrust, as directed by the Board, one or more separate Operating Accounts within the Metropolitan District's General Fund in the name of Metropolitan District. Said deposits shall be insured by the Federal Deposit Insurance Corporation or equivalent and shall contain only funds deposited into such fund by Metropolitan District. Company shall have the authority to draw on these accounts for any payments that Company must make to discharge any liabilities or obligations incurred pursuant to the terms of this Agreement, including payment of Company's fees, subject to prior approval by the Board. Any service fees charged for banking services or account maintenance by the financial institution shall be the responsibility of the Metropolitan District and shall be a charge against Metropolitan District's operating and/or money market accounts. All other Metropolitan District funds, the General Fund (other than the Operating Accounts maintained by Company), the Debt Service Fund and the Capital Project Fund shall be maintained by the Metropolitan District's accountant.
- 2.3 **Delinquent Accounts:** Company is authorized to take reasonable steps for collection of delinquent accounts in accordance with Metropolitan District's governing documents and delinquency policy, including but not limited to sending notices and assessing the delinquent account late charges, interest, and collection costs up to and including a pre-lien notice. Metropolitan District shall pay Company for these services in accordance with the rates set forth in Exhibit A. As an accommodation to Metropolitan District, along with seeking collection of the delinquent accounts, Company shall attempt to collect from the delinquent owner the fees incurred by Metropolitan District in connection with collecting the delinquent Fees/accounts. In the event such efforts fail, the Board may grant Company the authority to record a lien against the delinquent owner's unit in accordance with the Governing Documents and the approved collection policy.

Subject to Section 2.4, Company shall have the authority to utilize attorneys and/or collection agencies in the pursuit of delinquent accounts upon specific resolution of the Board. Subject to Section 2.4, Company is further authorized to pay, from funds in Metropolitan District's bank accounts, all costs and attorney's fees incurred in the collection of the delinquent account. When allowable, said costs and fees are to be charged back to the account of the individual owner.

Subject to Title 29, Article 1, Part 11, C.R.S., and other applicable law, Company is authorized to assess the delinquent account a late charge and a delinquent processing charge, along with other charges for collection and lien fees, reflective of the costs of collection, accounting, payment plan monitoring and legal proceedings. All such Fees are to be deposited into the account of the Metropolitan District. Statutory interest expressly permitted under and subject to the limitations of Section 29-1-1102, C.R.S., may be charged commencing 30 days after any due date. Reasonable costs of collection, including attorney's fees, are authorized to be charged and collected per Exhibit A.

Metropolitan District agrees to hold Company free and harmless from any and all liabilities, costs, expenses, obligations and/or attorney's fees incurred by Company in pursuit of the collection of delinquent accounts/Fees, including but not limited to staff time engaging in written or verbal communications with delinquent homeowner, assisting legal counsel or attending court hearings upon direction from the Board. Metropolitan District shall pay Company in accordance with the rates set forth in Exhibit A.

- 2.4 **Disbursement Authorization:** Company is authorized and shall make all disbursements from Metropolitan District funds for liabilities incurred on behalf of Metropolitan District. Such disbursements may be made via paper drafts or electronically at the discretion of Company. For the avoidance of doubt, with respect to any sections of this Agreement that refer to expenses being the responsibility of the Metropolitan District, or being at Metropolitan District's sole liability and expense, the Company is authorized to make these payments and disbursements on behalf of the Metropolitan District out of Metropolitan District funds, subject to prior Board approval. Company is authorized to utilize all fraud control systems and methods available to Company for the protection of Metropolitan District's funds. Should the Metropolitan District require that checks be signed with wet signatures an additional fee will be charged in accordance with Exhibit A.

Company is hereby granted authority to make any expenditures not expressly identified in the Metropolitan District's annual budget as provided in this section if necessary and upon reasonable circumstances up to \$1,500.00, provided that it shall provide a monthly accounting to the Board of all such expenditures. In addition, Company shall have the authority to make normal and usual expenditures as prescribed by the Board and/or by the Metropolitan District's approved operating budget. Company will obtain approval for any unbudgeted, extraordinary expenses exceeding \$1,500.00 as needed. Any expenditure of not more than \$5,000 may be approved by the President of the Metropolitan District. Any expenditure of not more than \$10,000 may be approved by the President and one other Director. Any expenditure of more than \$10,000 must be approved by the Board.

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

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



Company will establish Metropolitan District's reserve accounts at Metropolitan District's direction. Company makes no warranty or representations regarding the security or yield of any reserve investment. Except for the disbursements provided for above, all reserve account disbursements will be signed by two Directors.

- 2.5 **Accounting and Financial Statements:** Company will maintain a set of accounting records in accordance with generally accepted accounting principles.
- a. Company will receive, classify/code, and enter invoices so that expenses are reflected in the proper accounts.
  - b. Company will distribute monthly to all Directors, no later than the 20<sup>th</sup> of each month, a financial statement for the previous month, including copies of the Balance Sheet, Statement of Income and Expenses (including a YTD comparison against budget), Schedules of Cash Investments, reserve allocations, and a check register of disbursements, and a report of homeowner delinquencies.
  - c. Company shall reconcile all bank statements received by Company and shall provide to the Board on a monthly basis copies of the bank statements and reconciliations. Company and Metropolitan District agree that Company shall be paid a service fee in accordance with Exhibit A for bank reconciliations in excess of four (4) reconciliations per month.
  - d. Company will cooperate with the Metropolitan District's Certified Public Accountant in any requested review of the Metropolitan District's financial statements and audit. Metropolitan District shall pay Company for this service as set forth in Exhibit A.
  - e. Company will post on the Metropolitan District's website, at Metropolitan District expense, copies of annual financial statements, budgets, collection policies, and all other publications and reports deemed necessary by the Board and applicable laws, including in particular Section 32-1-104.5(3), C.R.S., and other provisions of the Special District Act.
  - f. Company will provide Board with ability to electronically access financial records, including those listed above in Section 2.5(b).
- 2.6 **Budget Preparation:** Company will prepare and submit to the Board a proposed budget for the Amenity Facilities and Common Areas. Any budget draft will be subject to final approval by the Board and the Board shall retain full responsibility for the appropriateness of data contained in the budget. Any decision to adopt Company's proposed budget, or to amend it for adoption will be reserved to and exercised solely by the Board.
- 2.7 **Reserve Study:** Company shall perform an reserve study for the Metropolitan District in accordance with pricing set forth in Exhibit A in 2024 and (unless requested by the Board otherwise) every third year thereafter. In addition, Company shall review with the Metropolitan District, on an annual basis the current year's actual reserve revenues and expenses compared to the current year's budget.

- 2.8 **FHA Certification:** Where applicable, Company shall perform the required actions and submit the required form to have the Property reviewed by the FHA for certification and to maintain such FHA certification as required under FHA rules and regulations (which currently require renewal of FHA certification every two years). Company shall be paid the fee set forth in Exhibit A for such services. The parties acknowledge that no such certification is required of the Metropolitan District as of the date hereof.

### 3. **PHYSICAL MANAGEMENT**

- 3.1 Company will assist the Board in the upkeep, maintenance and management of the Property and related equipment, pursuant to the Metropolitan District's Governing Documents and within the scope of this Agreement.
- 3.2 Company will receive maintenance requests and/or complaints concerning the Property and related equipment, and communicate them to appropriate Metropolitan District contractors and vendors for correction, repairs, and maintenance within the scope of this contract.
- 3.3 Company will provide a 24-hours per day, 7 days per week call center to assist or refer emergencies related to the Property, and Company will provide electronic text communication homeowner services (Text Trusty A.I.). Company shall be paid an hourly rate for all after-hours service call responses, and Trusty A.I. services as set forth in Schedule (Exhibit) A.
- 3.4 Company will perform up to once per month, general review of the Common Areas, as well as resident and taxpayer compliance reviews, from ground level, and will submit findings, action taken and recommendations to the Board of Directors, to assist in preserving the aesthetics of the Common Areas, weather and environmental health conditions permitting. Company shall also make additional periodic reviews of the Common Areas as it deems necessary to satisfy its duties under the terms of this Agreement. The Company shall not be required to review the Common Areas during its reviews from any other perspective than from ground level. Company is authorized by Metropolitan District to initiate routine repairs to the Common Areas and facilities. Company shall perform daily/weekly site reviews of the Amenity Facilities as required.
- 3.5 Bids and Quotations for Hiring, Supervising and Discharging Third Party Contractors and Vendors:  
Company shall manage the bidding process for the Metropolitan District with respect to contracts with third parties for goods, materials and services that Company believes, in its reasonable judgment are expected or likely to exceed \$5,000.00. Those items for which the Board requests bids that are in the Company's reasonable judgment likely to cost less than \$5,000.00 will not be let out for bid, and Company shall be under no duty to solicit bids for those items. Should the Board wish for Company to solicit bids for an item costing less than \$5,000.00, Company shall be entitled to an hourly fee in accordance with Section 9 of this Agreement. The phrase "goods, materials and services" shall be broadly construed to include every kind of goods, materials and services including, but not limited to, those supplied by accountants, architects, attorneys, banks, bookkeepers, governmental agencies, insurance agents and companies, landscapers, maintenance workers, repair workers and all other similarly situated contractors/vendors of the Metropolitan District.

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

a. Minimum Amount. Company will, upon receipt of instructions or upon resolution of the Board, request bids from vendors/contractors of Company's selection, with a minimum of two (2) and a maximum of three (3) bids for the types of third-party goods or services that Company believes, in its sole discretion, are likely to cost \$5,000.00 or more. Those items for which the Board requests bids that are in the Company's sole discretion likely to less than \$5,000.00 will not be let out for bid, and Company shall be under no duty to solicit bids for those items. Should the Board wish for Company to solicit bids for an item costing less than \$5,000.00, Company shall be entitled to an hourly fee in accordance with Section 9 and Exhibit A of this Agreement.

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

c. Project Management. For any non-recurring contract service that exceeds \$5,000.00, Metropolitan District shall pay an administration fee of 3% of the contract amount to the Company, as these contracts generate additional calls and use of Manager and staff time. As the Southshore Metro District has agreed to hire a full time Project Manager/Maintenance Foreman, this fee will not apply.

d. Payment of Vendors. Company, on the basis of an operation schedule, job standards and compensation rates set forth in an applicable vendor/contractor contract, shall investigate, secure and pay third parties in order to maintain and operate the Metropolitan District. Compensation for the services of all third-party contractors shall be paid with Metropolitan District funds. Any contract for such third party will be a direct contract between the Metropolitan District and the third party, and Company will act solely as the representative of the Metropolitan District in negotiations and maintenance of said contracts, and not as a contracting party.

e. Termination of Vendors. Company shall have the authority to discharge Metropolitan District vendors/contractors that either the Company or the Board decides are not performing up to the standards, specifications or criteria established in the applicable vendor/contractor contracts.

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

3.6 In its capacity as Agent for Metropolitan District, Company is authorized to retain professionals to perform utility and telecommunications evaluations on a contingent fee basis. These contingent-fee evaluations are intended to uncover revenue producing and/or service enhancing opportunities for Metropolitan District and the Metropolitan

District shall have full discretion to accept or decline any proposals that result from the evaluations. The evaluation itself is free of charge to the Metropolitan District.

#### 4. ADMINISTRATIVE MANAGEMENT AND CONSULTING

- 4.1 Metropolitan District is responsible for obtaining and delivering to Company all records from prior management which have been turned over to Metropolitan District. Company shall not be required to locate information not turned over to Company and Company is relieved of any obligation to perform Services under the terms of this Agreement to the extent that performance of such Services is rendered impossible or unreasonably burdensome in the Company's sole discretion, due to Metropolitan District's or prior management's failure to provide Company with its records.

Company shall organize the records and documents it receives from Metropolitan District, or its prior management, in accordance with Company's normal procedures. The fee Metropolitan District shall pay to Company for the initial setup is set forth in Section 10.1, below.

- 4.2 Company will write or delegate letters and communicate as necessary to assist the Board in carrying out its responsibilities.
- 4.3 Company will counsel and advise Board and its committees in their day-to-day operations.
- 4.4 Company will assist in interpretation of the rules of the Metropolitan District and suggest possible steps of enforcement.
- 4.5 Company will provide, at Metropolitan District's sole cost and expense, material and expertise in the development of methods of communication to the residents and taxpayers (rules and regulations, violations, late letters, collection letters, etc.), as necessary.
- 4.6 Upon request, Company may send notices of Metropolitan District meetings to Directors, prepare the Amenity Facilities Agenda Portion for said meeting in accordance with Section 4.9 below, circulate minutes of any such meetings to the Board, and implement instructions as approved by the Board, at the Metropolitan District's sole cost and expense. As of the date of this Agreement, these services will continue to be provided by the Metropolitan District's counsel.
- 4.7 Company shall coordinate and attend a minimum of 13 Board meetings per year. On-site staff will attend any committee meetings as needed. If additional Board or committee meetings are required, they shall be charged per the rate schedule in accordance with Exhibit A of this Agreement. Meetings in excess of two (2) hours per meeting, or fraction thereof and/or that last after 8:00 p.m. shall be charged per the rate schedule in accordance with Exhibit A of this Agreement, prorated in quarter-hour increments.
- 4.8 Company will attend meetings after 5:00 p.m. scheduled Monday through Thursday and before 5:00 p.m. on Fridays, except holidays. Meetings held on days other than those identified herein, and which the Company agrees to attend, will be charged at the rate in Exhibit A of this Agreement.

- 4.9 Company shall prepare and send to Board once per month, at least five (5) days prior to the next regular Board meeting, a report which shall include the following:
- a. A description and summary of action items completed since the last 30 days.
  - b. Copies of correspondence believed to be pertinent in the manager's sole discretion;
  - c. Periodic reports from vendors or contractors providing services to Metropolitan District;
  - d. Copies of any bids obtained by the Company;
  - e. A report of Metropolitan District's financial transactions since the previous meeting or Board packet;
  - f. Minutes of the previous meetings for review and approval by the Board;
  - g. A summary of all homeowners not current with their Fees.
  - h. Community Engagement/Facilities Events Calendar and upcoming event details.
  - i. Facilities Maintenance: Preventative, repairs and etc.
  - j. Facilities Large Scale Capital Improvement Projects
- 4.10 Company will not be obligated to attend special meetings of the Board or the Metropolitan District's committees. However, if Company is requested to attend and accepts, Metropolitan District will pay Company at the rate schedule in accordance with Exhibit A of this Agreement, per hour for each hour or fraction thereof that such meeting lasts, plus (if physical attendance is required) mileage at the IRS rate per mile in effect at that time. Notwithstanding the foregoing, Company shall not receive compensation for any special meeting or committee meeting if (a) the total number of meetings attended by Company in the calendar year has not exceeded 13 and/or (b) if the meeting is attended by on-site staff during regular business hours.
- 4.11 Company will assist in preparation for Board Meetings, including preparation of any appropriate documents (including notices and agenda), and will attend and participate in conducting the meetings, at the Metropolitan District's sole cost and expense. Notices of all meetings with agendas will be posted on the District's website and at the doors of the Lakehouse and Lighthouse at least 24 hours in advance and with the City of Aurora's Clerk and Recorder at least three hours in advance. Should the need for Membership/ Townhall Meetings arise, there shall be two meetings included with this agreement, at no additional charge.
- 4.12 A representative from the Company may act as recording secretary and shall record and/or type minutes of regular and (if attended by the Company) special meetings of the Board at the rates set forth in Exhibit A. Company shall distribute such minutes to the Board members in accordance with Section 4.6 above. In addition, at the request of Metropolitan District, Company shall distribute pertinent meeting related documents to Metropolitan District residents and taxpayers, at the expense of Metropolitan District, according to the rates forth in Exhibit A. Notwithstanding the foregoing, the presumed method of communication with constituents will be by posting on the website, unless Company is otherwise expressly instructed by the Board or the President.

- 4.13 In the event any Board meeting is cancelled by Metropolitan District five (5) days or less prior to a scheduled meeting, for any reason whatsoever, then Metropolitan District shall pay Company for any such rescheduled meeting at the rate for an extra meeting set forth in Exhibit A, unless the Board has not exceeded 13 meetings for the calendar year.
- 4.14 Company will serve as the Metropolitan District's custodian of records and maintain possession of all records of the business and affairs of the Metropolitan District throughout the term of this Agreement.
- 4.15 Special mailings and newsletters requested by the Board as prepared by the Metropolitan District shall be duplicated and mailed at the expense of the Metropolitan District. All requests for duplication of additional copies of project documents, correspondence, reports, etc., will be at the expense of the Metropolitan District. Unless expressly directed by the Board to send hard copies to residents and taxpayers, Company shall use email and/or postings to the Metropolitan District's website as its primary forms of communication with the community.

## 5. TERMINATION OF AGREEMENT

- 5.1 Either party may terminate this Agreement by providing sixty (60) days written notice to the other. This termination provision may be invoked with or without cause. Upon such notice of termination, the parties agree that this Agreement shall remain in full force and effect for the entire sixty (60) days. In the event that Metropolitan District does not give such notice to Company, Metropolitan District shall pay to Company a cancellation sum equal to sixty (60) day's Base Fees. All hard costs shall be reimbursed to Company. There shall be no termination fee paid to Company, other than reimbursement of costs. Notwithstanding anything in this Agreement to the contrary, the Metropolitan District's obligation to pay Company amounts hereunder shall not constitute a direct or indirect multiple-fiscal year obligation whatsoever of the Metropolitan District. Any obligation of the Metropolitan District to make expenditures beyond the then-current fiscal year shall be subject to appropriation by the Board in its sole and absolute discretion.
- 5.2 In the event of a dispute over the performance and/or non-performance by either party in this agreement, the alleging party shall offer mediation to the offending party prior to initiating legal action to gain compliance with the terms and conditions set forth by this Agreement.

Prior to requesting mediation, the alleging party must provide the offending party written notice of the dispute. Such notice shall allow for a reasonable time, not to exceed thirty(30) days, for the offending party to comply with this Agreement. If the offending party does not accept, by written notice to the alleging party, mediation within such thirty-day period or resolve the issues to the satisfaction of the alleging party, then the alleging party can elect to file suit in the District Court for Arapahoe County Colorado. If the offending party notifies the alleging party in writing within such thirty-day period of its acceptance of submission of the matter to mediation, then the dispute shall be submitted to mediation with a single mediator mutually selected by the parties.

By initialing below, the Metropolitan District and the Company agree to Section 5.2 above.

Metropolitan District Initials RZ

Company Initials \_\_\_\_\_



The Metropolitan District acknowledges that Company may incur extraordinary costs in the transition period after termination, such as the generation of special reports identifying the inventory of records, the inventory of current activities, processing the transitional documents, mechanically and physically transporting books, records and documents, and meeting with the Metropolitan District and/or Company's successor to describe, define and explain the Metropolitan District's documents, instruments and records, and the functioning of the community. Consequently, Metropolitan District agrees that all such agreed-upon transitional services shall be deemed to be extraordinary services for which Company shall be compensated as hereafter set forth. In any event, however, the compensation for these transitional services shall not exceed the sum of the most recent monthly fees, including the Base Fee plus any extra fees and fees for extraordinary services, charged in the most recent month, payable under the Agreement.

- 5.3 Should any party hereto retain counsel for the purpose of enforcing or preventing the breach of any provision of this Agreement, including, but not limited to, instituting any action or arbitration to enforce any provision hereof, for damages by reason of such party's rights or obligations hereunder or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all such costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs for services rendered to such prevailing party.

## 6. RECORDS RETENTION

- 6.1 Records. The Metropolitan District's current records shall be kept at the Company's office and the Company shall serve as the custodian of records under the Open Records Act (Title 24, Article 72, Part 2, C.R.S., referred to herein as "CORA"). Such records shall be available for inspection and copying during Company's normal business hours in accordance with CORA and related Metropolitan District policies. Company shall be entitled to charge hourly rates for making such copies, copying and document research costs, and any office supplies consumed during the inspection, as set forth in Exhibit A, from any person requesting copies of records or documents, subject to the limitations of Section 24-72-205, C.R.S. Company shall be entitled to reasonable notice prior to such inspection or copying of records, but in any event shall respond to any request for documents under CORA within the timeframes required by Section 24-72-203, C.R.S.
- 6.2 Resident and Owner List. Company shall maintain a current list of residents/homeowners' name/property address/ mailing address) in accordance with the information supplied to Company in order to perform the Services. Reasonable efforts will be made to keep this list accurate. Company shall not be obligated to search official records for such transfers of ownership unless specifically requested to do so by the Board at hourly rates set forth in this Agreement. Company will record changes of address of ownership upon advice from owners or escrow, with supporting documentation.
- 6.3 Escrow Related Services. Company shall cause to have copies of documentation that the Metropolitan District is required provide under Colorado law and as reasonably requested by escrow companies, appraisers, and lenders, in order to facilitate sales of individual residences located within Metropolitan District, and in connection with a homeowner's re-financing needs. In addition, Company shall cause to have a "demand statement" prepared prior to the close of escrow, and upon notification of the close of

escrow, Company shall transfer all information from the name of the seller(s) to the name of the buyer(s). Homeowner shall pay Company for these services, if any, in accordance with the rate set forth Exhibit A.

- 6.4 Correspondence. Company will maintain documents and complete files for all current correspondence relating to Metropolitan District, such as incoming unit owner correspondence, violation control letters, contracts, purchase orders, filing with public agencies, insurance policies and information and other related documents. Such records will be kept according to the schedule established under Title 24, Article 80, C.R.S. and the office of the State Archives and Public Records.
- 6.5 All records and correspondence regarding Metropolitan District are and will remain the sole property of Metropolitan District. Company agrees to return any and all such records and correspondence to the Metropolitan District, or to an entity or person designated by the Board upon termination of this Agreement. Company shall digitize all paper records of the Metropolitan District. Electronic media, and general electronically stored databases are the sole property of the Metropolitan District and any duplication or transference of information to Company shall be at the sole discretion of the Metropolitan District with all costs and charges to be paid by Company.
- 6.6 Company agrees to maintain storage of Metropolitan District records and correspondence at Metropolitan District's sole cost and expense as set forth in Exhibit A.

## 7. **INSURANCE, INDEMNIFICATION AND LIABILITY**

- 7.1 **Management Insurance:** Company will, throughout the term of this Agreement, and at Company's sole expense, maintain the following insurance coverage:
  - a. Fidelity insurance with coverage for all Company's employees, when applicable, to protect Metropolitan District funds, if any;
  - b. Company's liability insurance and comprehensive general liability coverage, including automobile liability, completed operations, blanket contractual and personal injury coverage, with combined single limits of the then-current maximum amount of liability to which the Metropolitan District is subject under the Colorado Governmental Immunity Act (Title 24, Article 10, C.R.S., referred to herein as the "**CGIA**"), currently \$1,195,000;
  - c. Workers' Compensation Insurance in the statutory amount, covering any of Company's employees; and
  - d. Errors and Omissions coverage with limits of the then-current maximum amount of liability to which the Metropolitan District is subject under the CGIA, currently \$1,195,000.
- 7.2 **Metropolitan District Insurance:** The Metropolitan District will, throughout the term of the Agreement and at the Metropolitan District's sole expense, maintain the following insurance coverage:
  - a. Commercial General Liability Insurance: Occurrence-based Commercial General Liability insurance with limits of at least the then-current maximum amount of liability to which the Metropolitan District is subject under the CGIA, currently \$424,000 to one person in a single occurrence and \$1,195,000 in the



aggregate. The policy will designate the Company as the Metropolitan District's authorized representative.

- b. Directors' and Officers' Liability Insurance. Directors' and Officers' Liability insurance with limits of at least \$1,000,000 per claim and aggregate. This coverage will be maintained for a period of three years following the termination of this Agreement.
- c. Commercial Crime Insurance. Commercial Crime Insurance (or fidelity bond) including computer fraud and funds transfer fraud with limits required by Colorado law for the Metropolitan District.
- d. Other Insurance. Property and such other insurance as required by applicable Colorado law and as deemed appropriate by the Metropolitan District and Board.
- e. Certificates and Endorsements. The Metropolitan District will provide a current and original certificate of insurance providing evidence of the Metropolitan District's insurance, showing Company as additional insured for the Liability and Directors' and Officers' policies, and also for any umbrella and automobile policies (if the Metropolitan District maintains such umbrella and automobile coverages), such that Company is covered for any and all claims and losses indemnified by Metropolitan District pursuant to Section 7.3. The policies will provide primary and non-contributing insurance to the additional insured. The Liability policy and any Workers' Compensation policy will be endorsed with a waiver of subrogation naming Company.
- f. The Company shall have, and shall require that any subcontractor or independent contractor brought into the Community have, adequate insurance coverage as required and approved by the Metropolitan District. General Liability policy shall name the Metropolitan District as additionally insured for all items alleged to be caused by the primary negligence (i.e., more than 50%) or willful misconduct of Company or its employees. Automobile Liability insurance shall name the Metropolitan District as additionally insured. General Liability and Automobile Liability Insurance shall provide that the policy may not be cancelled or terminated without at least thirty (30) days prior written notice. Waiver of subrogation shall be applied to all policies. The Company shall obtain and maintain on file certificates of insurance evidencing that any subcontractor or independent contractor is so insured.

7.3 **Risk Management Services.** To ensure Metropolitan District's compliance with the terms set forth in Section 7.2 above and to ensure Metropolitan District satisfies its fiduciary duties to its residents and taxpayers, Company shall provide insurance risk management services to Metropolitan District. Insurance services provided by Company on behalf of Metropolitan District include review of policy terms and conditions to determine compliance with Metropolitan District governing documents and contractual obligations, analysis of coverage redundancies and/or gaps, assessment of adequacy of insurance types and limits necessary to protect Metropolitan District interests and claims management. Company warrants that it maintains appropriate licenses and insurance to provide such services. Company shall be paid either a commission for services from insurers where Metropolitan District coverage is placed and/or risk management fees paid directly by Metropolitan District in accordance with Schedule A.

- 7.4 **Indemnification** To the extent permitted by law, Metropolitan District shall indemnify, defend at its sole cost, and hold harmless Company and its employees, agents, officers and directors from and against any third party claims, demands, losses, costs, expenses, obligations, liabilities, judgments, orders and damages, including interest, penalties and attorney's fees, that Company shall incur or suffer which arise, result from, or relate to the Metropolitan District or Metropolitan District or the performance or non-performance by Company of its duties under this Agreement, except where such damages are due to the sole willful misconduct or negligence of Company. Company shall not admit liability for or settle any claim, or incur any costs or expenses in connection therewith, under this section, without the written consent of the Metropolitan District, who shall be entitled at any time to take over and conduct in the name of the Metropolitan District the defense of any claim.
- 7.5 **Liability.** Company will be responsible only for willful misconduct and sole negligence where such liability is due to the conduct of Company and/or its employees in the performance of its duties under this Agreement. In such event, Company shall only be liable only for actual damages incurred by Metropolitan District, and shall not include consequential or punitive damages, nor any damage arising from a claimed defect, including but not limited to water intrusion, moisture or mold.
- 7.6 **Third Party Services.** Company will not sell, rent or lease any client data to third parties. The Management Trust may, however, share data with affiliate companies to help perform the Services, provide support to District residents and taxpayers under this Agreement, or arrange for deliveries. From time to time, we may advertise certain third-party services through the Company's websites and other communication mediums of Company which we feel will be helpful or relevant to Metropolitan District and its residents and taxpayers (collectively, "Third Party Services"). Third Party Services may include, but are not limited to, banking and financial services, insurance-related services, payment processing services and property management- related services. Purchase of any product and/or service which is part of any program or marketing plan operated by Agent or its affiliates is voluntary and is not in any manner required by the Management Agreement. Company's full data privacy policy may be found at <https://managementtrust.com/privacy-policy/>.

## 8. **COMPENSATION**

- 8.1 In consideration of Company's acceptance of its appointment hereunder and the performance of services as set forth herein, the compensation to which the Company will be entitled will consist of fees for basic services (Base Fees), which are considered due upon execution of this Agreement, but are paid monthly, along with those fees and costs for additional, special or extraordinary services as set forth in Exhibit A.
- 8.1.1 Metropolitan District shall pay Company a base monthly fee of Seven Thousand Dollars (\$7,000.00), in advance on the first day of each month via ACH transfer. Metropolitan District understands and agrees that the Base Fee does not include payment and reimbursement for goods, supplies, materials and/or services as set forth in Exhibit A. Any costs incurred for such goods, supplies, materials and/or services shall be paid by Metropolitan District to Company by the fifteenth day of the succeeding month after the costs/expenses being incurred by Company.

- 8.1.2 Invoicing Procedure: Company Shall submit an invoice to the Metropolitan District's accountant for the Base Fee, Bundle Fee and staffing by the 3<sup>rd</sup> of the month for that month. Company will submit invoices for hourly employees every two weeks. Invoices to be approved by the Board at its regular meetings, currently held on the second Tuesday monthly.

Metropolitan District shall pay Company a base monthly fee of Five Hundred Dollars (\$500) for any Cost Center or Special Benefit Area that requires an additional monthly financial statement, above the four (4) included in this agreement. Such services are not currently contemplated by the parties.

- 8.1.3 Late Fees. Payments, including but not limited to, payment of the Base Fee, fees due in accordance with Exhibit A, and fees due on notice of termination of this Agreement pursuant to Section 5 and Exhibit A of this Agreement, not made by the last day of the succeeding month shall accrue a late fee of ten percent (10%) plus bear interest at a rate of ten percent (10%) per annum. Metropolitan District agrees that in the event of late payment, Company will incur costs and suffer damages, the amount of which costs and damages are impossible or difficult to precisely ascertain, and that the late fee and interest set forth herein is a reasonable estimation of such costs and damages.

Company shall not be entitled to deduct its Base Fee and expenses when due from Metropolitan District in its possession.

- 8.1.4 Changes to Base Fee. The base fee, as defined, shall be net to Company and is exclusive of the Metropolitan District's operating expenses and costs. The Base fee payable under this Agreement shall be adjusted annually at the beginning of the Metropolitan District's fiscal year by the increase, in most recent available Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers, (1982-84=100), "All Items" for the for the United States Western Region, herein referred to as the "C.P.I." or 5%, whichever is lower. The base fee shall be superseded by the adoption of a new annual Metropolitan District budget indicating an adjusted base fee for management services. Adoption of the annual budget by the Metropolitan District's Board of Directors shall constitute an approval of a base fee change under this Agreement but in no event shall the base fee be less than the amount stated in Section 8.1.1 of this section and as adjusted under this paragraph unless otherwise agreed by the parties in writing.

- 8.1.5 Additional Hours. Company and Metropolitan District agree that the Base Fee is based upon the monthly estimated management time necessary to fulfill Company's usual and customary management duties defined by this Agreement. Metropolitan District and Company agree that monthly time in excess of anticipated fifty six (56) hours in the aggregate (exclusive of the full-time staff assigned to Metropolitan District), shall be billed to Metropolitan District in accordance with rates set forth in Section 9 herein and Exhibit A attached hereto. Determination of hours is dependent on multiple factors including: distance and drivetime from office; size of development; amount of common and limited common areas; and anticipated number of common area visits. Hours can fluctuate depending upon said determining factors. Additional

services outside the general scope remain billable in accordance with Exhibit A. *Hours listed above are for support teams in addition to the on-site staffing. E.g. Accounting, Escrow, Leadership, HR, Training and etc.*

- 8.1.6 Reimbursable Administrative Operating Expenses. The Metropolitan District shall be responsible to reimburse Company, without markup, for all postage, equipment fees, copying, scanning, fax and other usual office expenses incurred by Company on Metropolitan District's behalf. Metropolitan District will also reimburse Company for all reasonable expenses incurred on behalf of the Metropolitan District including, but not limited to, those expenses listed in Exhibit A attached hereto as utilized in special projects (special mailings, newsletters, etc.), as may be amended from time to time, and included herein. Said costs will be reimbursed on a monthly basis as incurred and billed.

## 9. SPECIAL OR EXTRAORDINARY SERVICES

- 9.1 Metropolitan District shall pay Company compensation as follows:

A specific hourly rate in accordance with Exhibit A, for services performed on behalf of Metropolitan District outside the normal course of operation or outside the parameters of this Agreement, irrespective of the monthly hours set forth in Section 8.1.4.

- 9.2 Company may be required to perform additional services beyond the scope of this Agreement, for which the above fees, or the current rates that are then applicable, will be charged by the work performed. Examples of such services include, but are not limited to:
- a. Assistance in adhering to requirements of laws and regulations which may be passed during the term of the Agreement that require Company participation.
  - b. Company will be paid per hour, portal to portal (if appearance in person), for work performed by Company on behalf of Metropolitan District, including but not limited to, appearance at court, at hearings, depositions, claims negotiations and processing of insurance losses or reconstruction, performing committee functions-- such as monitoring, reporting and updating of any violations within the common areas, development status reports, bank loans, investments, maintenance, construction defect matters, financial reconstruction, engaging in written or verbal communications with delinquent homeowners, discovery on Metropolitan District's acts prior to the original commencement date of this agreement.

## 10. METROPOLITAN DISTRICT SET-UP FEE

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

## 11. TERM OF CONTRACT

This Agreement shall commence April 1, 2024, and shall continue in full force and effect until December 31, 2024. This agreement shall automatically renew for a twelve-month term at each anniversary of the commencement date, unless or until, a new contract is duly executed, and subject to the termination provisions and appropriation of funds by the Board as set forth in Section 5 at the renewal rates set forth in Section 8.1.4. Company is not obligated to provide services under the terms of this Agreement until both parties have signed.

## 12. PROTECTION OF COMPANY CONFIDENTIAL INFORMATION

- 12.1 Metropolitan District acknowledges that solely by reason of this Agreement, Metropolitan District may/will come into possession of, obtain knowledge of, or contribute to Company "Confidential Information" as defined herein. "Confidential Information" means any and all information and data whether maintained in hard copy or electronic form, concerning Company's trade secrets, proprietary information, marketing and sales techniques, manuals, programs, design methods, processes, formulas, pricing, bidding methods, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, formats, marketing plans, business plans and strategies, forecasts, financial information, budgets, projections, employee compensation and benefits, and vendor/supplier lists, identities, characteristics, preferences, and agreements. Such information may be contained in lists, reports, or computer programs; or may constitute unwritten information, techniques, processes, practices or knowledge. Confidential Information includes all information that has or could have commercial value or other utility in the business in which Company is engaged or in which it contemplates engaging. Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of Company, whether or not such information is identified as Confidential Information by Company.
- 12.2 Metropolitan District agrees that at all times, during or after this Agreement, Metropolitan District will seek to hold in trust, keep confidential, and not, directly or indirectly, disclose to any third party or make any use or cause to permit the exploitation, dissemination, copying or summarizing of any Confidential Information, as defined herein, except for the benefit of Company.
- 12.3 Metropolitan District agrees and understands that all of the Confidential Information is a valuable asset of Company and is, will be, and shall at all times remain, the sole and exclusive property of Company. Metropolitan District is aware that the unauthorized disclosure of Company Confidential Information may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure. Metropolitan District understands and agrees that it must maintain and preserve all of the Confidential Information and knowledge thereof as unavailable to Company's competitors, the industry, and the general public in order to protect Company's business, competitive position, and goodwill, since Company derives a competitive advantage in the marketplace by maintaining the Confidential Information and knowledge thereof as secret and unavailable to Company's competitors and the public.
- 12.4 Metropolitan District also understands and agrees that but for entering into this Agreement with Company, the Confidential Information would not have been disclosed to Metropolitan District.
- 12.5 Company recognizes that Metropolitan District is subject to CORA. To the extent that the Metropolitan District (or Company as custodian of records)

receives a CORA request that requests Confidential Information, Company shall have the right to ask the Metropolitan District to contest such request, provided that Metropolitan District shall have no obligation to defend any claim made for Confidential Information under CORA and Company shall indemnify Metropolitan District for any penalties, fees and charges incurred by the Metropolitan District as a result of the attempted denial of such CORA request.

13. **NON-SOLICITATION OF COMPANY STAFF**

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

13.2 Metropolitan District understands and agrees that if Metropolitan District, directly or indirectly, either for Metropolitan District or for any other person or entity, including Metropolitan District's succeeding managing agent, induces or attempts to induce Company's employees or consultants to discontinue employment with Company, interferes with those relationships, or accepts for hire any of Company's employees who have provided Services under this Agreement, such conduct may cause irreparable harm. Metropolitan District also understands and agrees that in addition to any equitable relief available to Company, because it may be difficult to ascertain and impractical or extremely difficult to fix an actual monetary amount of damages, Metropolitan District shall be liable to Company in an amount, as liquidated damages, equal to the compensation paid to said employees/consultants for the twelve (12) months immediately preceding such event. This sum is agreed upon as compensation for the injury suffered by Company, not as a penalty, but to recruit, replace and retrain a suitable replacement for said employee and/or consultant. The liquidated damages provision hereunder shall also apply in the event this Agreement has terminated and any successor management company for Metropolitan District is the party that has hired any such employee who has provided Services under this Agreement, and where such employee was retained for the purpose of providing services to the Metropolitan District.

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

14. **MISCELLANEOUS**

14.1 Professional Conduct. During and after the term of this Agreement, Metropolitan District agrees to maintain a respectful and professional manner and to avoid and refrain from any conduct which would tend to disparage Company, its affiliates, shareholders, directors, officers, or employees, which might jeopardize or be prejudicial to any

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

Metropolitan District agrees not to engage in unlawful harassment of Agent's employees, including but not limited to harassment on the basis of race, ethnicity, religion, color, sex, gender, gender identity or expression, sexual orientation, national origin, citizenship status, age, protected medical condition, or any other category protected by applicable state or federal law. Such prohibited harassment includes verbal harassment, physical harassment, written harassment, and/or harassment via use of any website or social media. To the extent permitted by law, Metropolitan District shall defend, indemnify, and hold Agent harmless from and against and an all liability, complaints, lawsuits or charges of or for unlawful harassment brought against Agent by an employee of Agent as a result of conduct of Metropolitan District or any of its officials.

- 14.2 Funds. Company will not be required to perform any act or duty hereunder involving the expenditure of money unless Company shall have in its possession sufficient funds of the Metropolitan District available. Therefore, if at any time the funds in the possession of Company are not sufficient to pay the charges incident to this Agreement, Company, shall not be responsible to advance its own funds for any reason, and the Metropolitan District agrees, in such cases, that upon notice thereof by Company, the Metropolitan District shall make immediate arrangements to make funds available to cover the insufficiency. Company shall promptly notify Metropolitan District of any deficiency in the account necessary to pay the charges incident to this Agreement.
- 14.3 Authority. Company may receive communications and directions from any Director and shall act with the assumption that said Director is acting on behalf of the entire Board. Should a conflict arise between Directors, Company shall consider the President of the Metropolitan District as the authorized representative of the Metropolitan District with authority to act on behalf of Board/ Metropolitan District. Should the President be unavailable to resolve such a conflict, then the Vice President shall serve in this capacity. Company may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

The Board understands its fiduciary duties and agrees to govern the Metropolitan District in a businesslike manner, acting in good faith and in the best interest of the Metropolitan

District and in accordance with the adopted development management plan, the Metropolitan District's Governing Documents, and applicable State and Federal laws.

- 14.4 Remedies; No Waiver. No right or remedy herein conferred upon, or reserved to either of the parties to this Agreement, is intended to be exclusive of any other right or remedy, unless clearly stated as such. Each and every right and remedy shall be cumulative, and in addition to any other right or remedy, given under this Agreement now or hereafter, legally existing upon the occurrence of any event of default under this Agreement, subject to any express limitations set forth in this Agreement. The failure of either party in the event of default under this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy, shall not be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties may be exercised from time to time and as often as may be deemed appropriate by those parties. Neither party shall be entitled to punitive or consequential damages. In no event shall this Agreement be deemed to be a waiver by the Metropolitan District of the rights, privileges and immunities of the CGIA.
- 14.5 Governing Law. The execution, interpretation and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Colorado without regard to choice of law analysis. If any part of this Agreement shall be declared invalid or unenforceable, the invalid or unenforceable provisions shall be stricken from this Agreement without affecting any other provision.
- 14.6 Notices. Notices or other communications between the parties to this Agreement may be mailed by U.S. registered or certified mail with return receipt and postage prepaid, may be deposited in a U.S. Post Office or a depository regularly maintained by the post office, or sent via facsimile or email. Such notices may also be delivered by hand or by any other receipted method including common carriers such as UPS or FedEx or other means permitted by law. For purposes of this Agreement, notices shall be deemed been "given" or "delivered" upon personal delivery thereof, seventy-two (72) hours after having been sent by one of the means permitted by law, or the date of delivery as confirmed after deposit with a nationally recognized courier, such as Federal Express or UPS. The foregoing shall in no event prohibit notice from being given as provided by the Colorado Revised Statutes and/or the Colorado Rules of Civil Procedure, as the same may be amended from time to time. Rejection or refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. The attorney for a party has the authority to send notices on behalf of such party. Notice shall be addressed to the parties as follows, and either party shall have the right from time to time and at any time upon at least ten (10) days' Notice thereof, to change their respective addresses to any other address within the United States of America:

If mailed to Company, the following address applies:

Name: The Management Trust - Colorado  
Address: 3091 S. Jamaica Ct., Suite 100, Aurora, CO 80014  
Registered Agent: Monique Diego, President



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

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

- 14.7 Entire Agreement. This Agreement, including any attachments/addendums, contains the entire agreement and understanding of the parties hereto and supersedes any and all prior representations, understandings and communications.
- 14.8 Amendments. Except as otherwise provided in this Agreement, this Agreement may be modified only in a writing signed by both of the parties. Any oral agreements or modifications are expressly invalid.
- 14.9 Effective Date. Even though the date of this Agreement signed by each party may be different, the parties agree that this Agreement shall be effective as of the date set forth in Section 11 of this Agreement.
- 14.10 Metropolitan District and Company acknowledge that they have carefully read and reviewed this Agreement and each term and provision contained herein and by execution of this Agreement show their informed and voluntary consent thereto. The parties hereby agree that, at the time this Agreement is executed, the terms of this Agreement are commercially reasonable and effectuate the intent and purposes of the Metropolitan District and Company.
- 14.11 Severability. If any provision contained in this Agreement shall for any reason be held to be invalid, void or unenforceable in any respect, such provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to such invalid, void or unenforceable provision while still remaining valid and enforceable; and the remaining terms or provisions contained herein shall not be affected thereby.
- 14.12 Mutually Negotiated. The terms and conditions of the Agreement (including any perceived ambiguity herein) shall not be construed in favor of, or against, either party by reason of the extent to which either party or its professional advisors participated in the preparation of the original or any further drafts of the Agreement. In no way whatsoever shall it be deemed that this Agreement is a contract of adhesion, is unreasonable or unconscionable. The language of this Agreement shall be construed as a whole according to its fair and logical meaning and not strictly for or against any of the parties.
- 14.13 Counterparts. This Agreement may be executed in any number of counterparts, using facsimile signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 14.14 Survival. Any provision of the Agreement that contemplates performance or observance subsequent to termination or expiration of the Agreement shall survive termination or expiration of the Agreement and continue in full force and effect including, without limitation, the provisions of Section 7.3, Section 7.4, Section 12, Section 13, Section 14.
- 14.15 There are no third party beneficiaries of this Agreement.

15. **DISCLAIMER**

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

16. **EXHIBIT "A"**

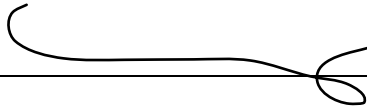
Exhibit "A" outlining additional costs to the Metropolitan District is attached hereto and is an integral part of the signed and accepted contract by the Metropolitan District and Company.

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

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

BY NAME: Ryan Zent  
TITLE: President  
SIGNATURE: *Ryan Zent*  
DATE: 3/8/24

COMPANY:  
***THE MANAGEMENT METROPOLITAN DISTRICT, INC. DBA THE MANAGEMENT TRUST***

BY NAME: Monique Diego  
TITLE: President  
SIGNATURE:   
DATE: March 8, 2024

# EXHIBIT A

Effective January 1, 2024

<b>Office Administration, Financial &amp; Technology Services: Bundled Rate</b>
The Bundled rate includes all costs related to copies, envelopes, services, and paying fees (where indicated by Management Retainer and applicable Civil Code). Distribution includes printing, production, and envelope costs. <b>Related Postage is not included</b>

<b>\$1.50 Per Door/MONTH</b>	
<b>Southshore Metropolitan District</b>	
<u>Included (Office Administration &amp; Technology Services):</u>	
Use of Corporate Conference Rooms for meetings After hours emergency on-call service Rush check requests Payment Processing Rush mailing requests Facsimile Returned mail review and processing Minute taking and preparation* Processing of work orders Standard Form Monthly Financial Statements Bank Reconciliations for the first 3 bank accounts Opening and closing of investment accounts Support of CPA Annual Financial Review 24/7 AI Based Homeowner/Resident Support Services Online portal user administration and access Annual Secretary of State form filings and fee processing Annual DORA form filings and fees processing	E-delivery of Metropolitan District Information and e-blasts Homeowner Direct ACH Setup and Processing Newsletter Production Incidental Copies – black/white and color (does not include print or postage for mailings) Board Packet Printing, Board Packet Folders Financial Report Delivery Scanning of Metropolitan District Documents Electronic Records Storage Telephone costs Printing and Mail Processing of Annual Meeting Notices Printing and Mail Processing of Annual Budget Notices Printing and Mail Processing of Financial Review Filing of all annual Secretary of State Notices 24/7 After Hours emergency call service Monthly Statement printing Preparation of documents for tax filings

<b>Schedule of Other Available Services and Fees</b>
--

Line-Item Description	Cost	Additional Information
<b>A. Delinquency Charges – Billed to Metropolitan District and Reimbursed by Homeowner</b>		
Bankruptcy/Judgement Account Setup	\$175.00	Create of post-petition or post judgment schedules
Delinquent Fee Notice - Administrative Charge	\$15.00/each	Processing fee per late letter and imposition of late fees – sent USPS and/or Certified Receipt Requested - includes all letters and electronic delivery as applicable – plus current USPS rates
Compliance/Violation Letter – Administrative Charge	\$15.00/each	Processing fee per violation letter – sent USPS and/or Certified Receipt Requested - includes all letters and electronic delivery as applicable – plus current USPS rates
Posting of Compliance/Violation/Delinquent Letter at homeowner’s Unit/Business Address	\$75.00/each	Posting compliance required by law. Pass through cost.
Preparation of file to Legal Counsel for Collections	\$250.00	Collection turnover fee for homeowner of record, includes delinquency Tracking
Prepare Notice of Intent to Lien / Prelien	\$125.00	Flat fee for homeowner of record, includes delinquency tracking
Program/Distribute Access Devices – New Owner: Stickers/Keys/Remotes/Fobs	\$20.00	Per item and occurrence – New owner or resale thereafter, plus mailing supplies and current USPS rates
Program/Distribute Access Devices - Replacement: Stickers/Keys/Remotes/Fobs	\$10.00	Per item and occurrence, plus mailing supplies and current USPS rates
Repayment Plan Administration	\$15.00	Collection monitoring fee - per unit / per month, until paid in full
Repayment Plan Default Letter	\$75.00/per occurrence	Upon default of the plan
Re-Payment Plan Set Up – Delinquent Owner	\$125.00	Prepare and have executed repayment plan
Return Check/NSF Processing Fee	\$40.00	Each occurrence
Title Search	\$55.00	Pull limited title search to prepare notices, if needed
Custom Lender Questionnaire	\$75.00	
<b>B. Other Administrative Fees and Costs – Paid by Metropolitan District</b>		
Certified Mail/UPS/FedEx*	\$8.50 each	Plus current shipping rates
Homeowner Handbook Development	\$125/per hour	Billed at actual time plus materials - Board to approve initial estimate, if requested by Board
Copies - Color Per Page**	\$1.00	
Document Storage - 3 Years and older	\$10.00	Each box - secure, climate controlled, offsite document storage, if applicable
Document Storage Retrieval or Destruction	Actual Cost	Plus \$75/per hour for receiving, if applicable
Envelope and Envelope Packaging Fee – required mass mailings	\$1.00/each	Per envelope, excludes Postage – for nonbundled mailings
Special Events and Planning	\$125/per hour	Billed at actual time plus materials - Board to approve initial estimate
New Homeowner Welcome Pack - Per: Hardcopy, USB or Electronic	\$15.00	Plus mailing supplies and current USPS rates
Mail**		
Newsletter Formatting	\$25.00	Per page
On-Site Staff - Human Resource Administration	\$125/EE/month	For developments with on-site staff

On-Site Staff - Payroll Processing Fees	\$35/EE/month	For developments with on-site staff
Postage - All USPS Postage Rates	Current USPS Rates	Plus 25% equipment usage fee
Reserve Study	As quoted	Metropolitan District specific, quoted based on type of report
Reserve Study Vendor Facilitation	\$500.00	Applicable for third party vendors only
USB Preparation of Metropolitan District documents	\$25.00/each	Includes USB drive and scanning
Website Maintenance Fee - non-Management Trust Portal	\$75.00	Per month, plus third-party hard costs
<b>C. Financial Services</b>		
Annual Audit Preparation for CPA Handover – Rush Fee	\$75.00	Within 7-business days, plus base fee
Annual Year-End 1099s / Payroll Related / Tax Return Coordination	\$50.00	Per vendor, per employee, per tax form (State, Federal, local, etc.)
Bank Reconciliation Fees – more than three accounts	\$25.00	Per month/per account for more than three accounts
Checks - Hand Check Requiring Wet Signatures	\$3.00/each	Plus mailing supplies and current USPS rates
Department of Regulatory Agency Defense Prep	Hourly Rate	Per hour, billed at actual time (including travel, portal to portal) and materials, plus mileage - does not include court or legal costs.
Department of Regulatory Agency Defense Costs	Full Metropolitan District Cost	Billed at actual time (including travel, portal to portal) and materials, plus mileage - does not include court or legal costs.
Metropolitan District Purchase on Company Credit Card - Per Occurrence	\$35.00	Plus actual cost
<b>D. Staff Hourly Rates</b>		
After Hours Electronic Support (Phone, Email, Text)	Hourly Rate	Communication directly with Management Trust staff after business hours
Additional Management Meeting or Site Review	\$125.00	Per hour
Additional Manager Hours in Excess of Contracted Retainer Hours	\$125.00	Per hour
Compliance Cure Inspection	\$125.00/Per Hour	Portal to portal, rounded to :15-minute increments.
Receptionist/CSS/Assistant/Support Staff	\$75.00	Per hour
Financial Staff	\$75.00	Per hour
Executive Team Hours (President/ Vice President / Controller)	\$225.00	Per hour
Outgoing Metropolitan District Transition Support – After Termination Date	\$350.00	Or, billed at actual time and materials, whichever is greater
Emergency After Hours On-Site Support	Twice Hourly Rate/Plus Travel	When Company personal is required to be physically present at Metropolitan District after business hours
Emergency After Hours Phone Support	Hourly Rate	Call placed directly with Manager not through emergency call-center hotline.
Insurance Claim Management	10% of claim settlement, or hourly	Billed at 10% of claim settlement or, actual time (including travel, portal to portal) and materials, plus mileage - whichever is greater
Travel	IRS Rates	Travel for portal to portal, time is billable for work performed outside of contract scope
<b>E. Metropolitan District Management Base Fee</b>		
Base Management Fees	<i>The Base fee payable under this Agreement shall be adjusted annually at the beginning of the Metropolitan District's fiscal year by the increase, in most recent available Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers, "All Items" for the United States Western Region, herein referred to as the "C.P.I.", or by 5%, whichever is lower.</i>	

\*Charges may differ when performed by Dedicated On-Site Staff.

\*\*There will be no charge when completed using Metropolitan District equipment and/or supplies.

Base fee to be paid via ACH to Company on or about the 1<sup>st</sup> of each month. Payroll costs for dedicated Metropolitan District on-site staff to be paid via ACH the date the payroll invoice is generated. Administrative operating expenses incurred on behalf of the Metropolitan District under this schedule are in addition to the base monthly management compensation agreed to between the parties in the Management Retainer Agreement. An invoice to substantiate any charges will be provided at the time of billing as stated in the Agreement. Fees and Costs for ancillary services invoices will be paid electronically upon approval of the invoice in accordance with contractual approval procedures. The company reserves the right to update this "Exhibit A" and provide to Metropolitan District with 30 days written notice in the event of pricing changes.

Company is authorized to purchase supplies for Metropolitan District including, but not limited to, check stock, data discs, copier use, and telephone toll calls made for Metropolitan District.

Note: The foregoing list is intended to identify the major areas of service that are extraordinary expenses. There may be additional services for which the Metropolitan District will be charged. In such cases, the Company will provide cost estimates prior to engaging in any additional service. The above fees may be subject to change without notice or subject to change due to implementation of new law(s).

**Exhibit B**

	POSITION	Annual
Leadership		
1	General Manager- Full Time (Lakehouse & Lighthouse)	
Lifestyle		
1	Lifestyle/Activities Director- Full Time (Lighthouse)	
2	Lifestyle/Activities Assistant- Full Time (Lakehouse)	
Receptionist		
1	Receptionist/Front Desk Attendent- Full Time (Lakehouse)	
2	Receptionist/Front Desk Attendent- Full Time (Lighthouse)	
Maintenance		
1	Maintenance Foreman/Project Manager- Full Time (Lakehouse & Lighthouse)	
2	Maintenance Technician- Full Time (Lakehouse & Lighthouse)	
7 Staff Total	<b>TOTAL FEE STAFFING</b>	<b>\$615,600.00</b>

## RFP AND LANDSCAPE MANAGEMENT CONTRACT

This RFP and Landscape Management Contract (this “**Agreement**”) is entered into by and between by and between Cox Professional Landscape Services LLC (the “**Contractor**”) and Southshore Metropolitan District (the “**District**”).

### I. Scope of Work

The Contractor shall furnish all supervision, labor, material, equipment and transportation required to perform all work hereinafter described for the property within the District’s boundaries, as further identified in the map attached hereto and incorporated herein as Exhibit A (the “**Property**”). All work hereinafter described is work included under the Total Agreement Price (hereinafter defined) of this Agreement (the “**Included Work**”), unless otherwise expressly provided for as additional work subject to additional costs (the “**Additional Work**”). All materials used will either conform to bid specifications or will otherwise be acceptable to the District.

The Contractor and the District agree that open, two-way communication will enhance the success of the goals of this Agreement. The Contractor’s designated primary contact information is as follows:

Name: **Randy Cox**.

Email: **coxoffice@coxprolandscape.com**.

Phone: **303-693-6878**.

Emergency Contact Name: **Kevin Cox**.

Emergency Contact Email: **coxoffice@coxprolandscape.com**.

Emergency Contact Phone: **303-693-6878**.

### II. Additional Work and Exhibit B

The Contractor will bill the District for Additional Work approved in writing by the District, as further identified as part under Exhibit B, attached hereto and incorporated herein.

### III. Lawn Care

#### Mowing and Edging:

All lawn areas of the Property are to be mowed by the Contractor as follows:

- For the months of April and October, the Contractor shall mow all lawn areas on the Property every ten (10) business days, or more frequently as necessary, as permitted by weather and ground conditions.
- For the months of May through September, the Contractor shall mow all lawn areas on the Property at least every seven (7) days, as permitted by weather and ground conditions.
- Large riding mowers will only be allowed in large open areas on the Property.
- Mowers will be set at the same level for all lawn areas on the Property.
- The cutting height will be consistent throughout the Property, regardless of the equipment used.
- All lawn areas are shall be mowed by the Contractor to be approximately 2.5 to 3.5 inches during the growing season.
- Except for problems with terrain or other ground conditions, uneven cutting, excessive scalping and inconsistent cutting due to poor or inadequately sized equipment is not acceptable.
- Every month the Contractor will edge all lawn areas along walks and drives on the Property with a steel-bladed edger to maintain a neat appearance.
- Lawn areas adjacent to buildings, signs, fences and lights and other areas inaccessible to mowers shall be line trimmed by the Contractor at the time of mowing so as to present a well-groomed appearance with the exception of lawn areas adjacent to trees where grass is allowed to grow completely to the trunk.
- Clippings will not be caught or removed from lawn areas on the Property by the Contractor unless they are lying in swaths which may damage the lawn areas. Heavy amounts of clippings shall be raked and removed from the Property by the Contractor at no additional cost to the District. Clippings shall be removed from all walkways, curbs, steps, decks and streets on the Property by the Contractor.
- Litter and debris on lawn areas on the Property shall be removed prior to mowing.

- **Additional Work:** Upon written approval by the District, labor and equipment (hoses, etc.) may be furnished by the Contractor as necessary to water lawn areas to supplement the automatic sprinkler system or as may be required during drought conditions to maintain the health of the lawn areas on the Property, giving special attention to all new lawn areas. The Contractor will invoice such Additional Work to be paid by the District.

#### Fertilization:

- All lawn areas on the Property will be fertilized by the Contractor three (3) times during the growing season with a slow release application product.
- When fertilizer is applied to the lawn areas, the Contractor shall place temporary visible signs to warn the neighborhood of such activities to safeguard residents and pets. The Contractor must remove the temporary visible signs within seven (7) days after fertilizer application.
- The application of fertilizer shall not be performed by the Contractor under adverse weather conditions, excessive winds or rain, and or with a defective irrigation system.
- The Contractor shall spread the fertilizer with a mechanical cyclone-type spreader (hand-operated or tractor-mounted) with proper overlapping technique to prevent streaking. The Contractor will clean sidewalks after each fertilization.
- **Additional Work:** Upon written approval by the District, the Contractor may fertilize the lawn areas more than the three (3) times provided under this Agreement. The Contractor will invoice such Additional Work to be paid by the District.

#### Weed, Disease, and Pest Control:

- The Contractor shall apply a complete program for the control of broad leaf weeds (dandelions, etc. including any growing in the cracks of sidewalks and street curbs adjacent to the Property owned and/or maintained by the District) common to the lawn areas on the Property. Weed control is done in conjunction with fertilizer in turf grass areas. The program consists of three (3) broadleaf weed control applications (1 pre-emergent, 2 post-emergent), with spot applications thereafter as needed.
- Applications of pre-emergent and post-emergent product will be applied in accordance with the manufacturer's recommendations by the Contractor, when warranted, to control weeds without damaging desirable lawn areas. Any post-emergent product used by the Contractor shall be registered for use by the Environmental Protection Agency.
- The Contractor shall use proper fertilization, mowing and watering practices to promote the growth of weed-resistant lawn areas.
- During the application of weed control chemicals, the Contractor shall exercise caution to ensure the safety of residents, their pets, their property and all private and community landscape materials.
- The Contractor shall monitor lawn areas for damaging pests.
- **Additional Work:** Upon written approval by the District, the Contractor may provide an additional complete program control of broad leaf weeds common to the lawn areas on the Property. The Contractor will invoice such Additional Work to be paid by the District.
- **Additional Work:** Upon written approval by the District, the Contractor may provide the District with recommended treatment options for damaging pests. The Contractor will invoice such Additional Work to be paid by the District.

#### **IV. Shrub and Ground Cover Areas:**

##### Edging:

- Ground cover on the Property shall be edged by the Contractor, as needed, to keep within bounds of bedding areas and away from obstacles.

##### Pruning:

- The Contractor will cut back ornamental grasses on the Property in the spring to approximately eight (8) to (12) inches to promote new growth and cut back perennials in the fall.
- Traffic and corrective growth pruning of shrubs on the Property shall be done by the Contractor throughout the growing season. Traffic pruning shall provide a clean and safe walking/driving path throughout the community and corrective growth pruning shall be a mid-season corrective prune for plants that start getting leggy (growing excessively and covering windows) or that are encroaching over a sidewalk. Since corrective pruning is done during the hotter portion of the season, it is only

meant help take off small portions of the plant, to minimize stress to the plant.

- The Contractor will trim back any overhang, after the initial pruning of shrubs on the Property, as requested by the District. The initial traffic and corrective growth pruning of shrubs on the Property will be no later than June 1. A follow-up traffic and corrective pruning of shrubs on the Property will be done in late summer or fall. The only exception to the initial pruning of shrubs on the Property will be flowering shrubs which have not yet bloomed or which are in mid-bloom at the time of the initial pruning.
- All trimmings will be removed from the Property by the Contractor on the same day they are trimmed.
- The Contractor will perform aesthetic pruning of all shrubs two (2) times during the growing season. Pruning will be scheduled and performed as the Contractor deems necessary in order to provide a well-groomed appearance.
- If necessitated by the negligence of the Contractor, the Contractor shall, with the District's approval, remove and/or replace shrubs on the Property of a size, condition and variety acceptable to the District. Any previous and all future replacements of shrubs on the Property authorized by the District, will be fully warranted by the Contractor for a minimum of one (1) year.
- **Additional Work:** Upon written approval by the District, the Contractor may remove and/or replace shrubs on the Property of a size, condition and variety acceptable to the District. The Contractor will invoice such Additional Work to be paid by the District. Any previous and all future replacements of shrubs on the Property authorized by the District, will be fully warranted by the Contractor for a minimum of one (1) year.
- **Additional Work:** Upon written approval by the District, labor and equipment (hoses, etc.) may be furnished by the Contractor as necessary to water shrubs to supplement the automatic sprinkler system or as may be required during drought conditions to maintain the health of the shrubs on the Property, giving special attention to all shrubs. The Contractor will invoice such Additional Work to be paid by the District.

#### Weed, Disease, and Pest Control:

- Bedding areas on the Property will be kept free of broadleaf and grassy weeds by the Contractor, preferably with pre-emergent and/or selective post-emergent contact herbicides or by manual removal (hand-pulling).
- During application of chemical controls, the Contractor shall exercise caution to ensure the safety of residents, their pets, their property and all private and community landscape materials.
- The Contractor shall monitor shrubs for disease and damaging pests.
- **Additional Work:** Upon written approval by the District, the Contractor may provide pest control measures and/or applications of disease control products to the shrubs on the Property. The Contractor will invoice such Additional Work to be paid by the District.

#### **V. Tree Care:**

##### Clean up; Pruning:

- The Contractor will clean up fallen leaves on the Property once in the spring, once when leaves begin to accumulate and once when leaf drop is complete to maintain a clean and neat appearance. The Contractor shall perform pruning on trees the Property consistent with reasonable industry standards to provide a well-groomed appearance. Trees on the Property under ten (10) feet in height are included as part of this Agreement. Trees on the Property more than ten (10) feet in height will be pruned as needed to maintain sidewalk, roadway, and signage clearance or any other obstacles caused by the trees.
- If necessitated by the negligence of the Contractor, the Contractor shall, with the District's approval, remove and/or replace trees on the Property of a size, condition and variety acceptable to the District. Any previous and all future replacements of trees on the Property authorized by the District, will be fully warranted by the Contractor for a minimum of one (1) year.
- **Additional Work:** Upon written approval by the District, the Contractor may remove and/or replace trees on the Property of a size, condition and variety acceptable to the District. The Contractor will invoice such Additional Work to be paid by the District. Any previous and all future replacements of trees on the Property authorized by the District, will be fully warranted by the Contractor for a minimum of one (1) year.
- **Additional Work:** Upon written approval by the District, labor and equipment (hoses, etc.) may be furnished by the Contractor as necessary to water trees to supplement the automatic sprinkler system



or as may be required during drought conditions to maintain the health of the trees on the Property, giving special attention to all trees. The Contractor will invoice such Additional Work to be paid by the District.

Staking:

**Additional Work:** Upon written approval by the District, the Contractor may provide staking and guying services to trees on the Property. The Contractor will invoice such Additional Work to be paid by the District.

Insect Control:

During application of chemical controls on trees on the Property, the Contractor shall exercise caution to ensure the safety of residents, their pets, their property and all private and community landscape materials.

**VI. Wood and Rock Mulched Bed Areas:**

- Wood or rock mulch areas will be inspected on days of service by the Contractor. The Contractor will move any rocks and mulch back to their respective rightful place (i.e. mulch on the sidewalk will be returned to the mulch bed). If necessary, weeds and grasses shall be hand-pulled or controlled with recommended, legally approved herbicides by the Contractor. In those areas with excessive mulch build up alternatives will be discussed with the District.
- **Additional Work:** Upon written approval by the District, wood and rock mulched beds will be inspected, evenly distributed and replenished to maintain a neat appearance. The Contractor will invoice such Additional Work to be paid by the District.

**VII. Crusher Paths/Trails, Trash Cans, Pet Stations, and Native Grass (if present):**

Mowing - Native Grass Areas:

All established irrigated native grass areas on the Property will be mowed two (2) times per year by the Contractor as agreed by the Contractor and the District. All established non-irrigated native areas on the Property will be mowed two (2) times per year by the Contractor. All native grass areas shall be mowed at an approximate height of six (6) to seven (7) inches by the Contractor. Any hazard in need of removal shall be reported to the District by the Contractor. The District understands the hazard may be required to be removed before the Contractor can safely perform native mowing services.

**Additional Work:** Upon written approval by the District, the Contractor may remove hazards such that native mowing services can be safely performed. The Contractor will invoice such Additional Work to be paid by the District.

Trimming - Native Grass Areas:

All native grass areas will be trimmed by mechanical means by the Contractor, as necessary, to maintain a well-groomed appearance.

Edging - Native Grass Areas:

Hardscape (including concrete curbs) adjacent to native grass areas on the Property are to be string trimmed by the Contractor.

Mowing - Native Grass Mow Bands (independent from the Native Grass Areas discussed in this section):

All established irrigated native areas on the Property will be mowed (2) times per year by the Contractor. All established non-irrigated native areas will be mowed (2) times per year by the Contractor. All native grass areas on the Property shall be mowed at an approximate height of six (6) to seven (7) inches and an approximate width of sixty (60) inches. This Agreement includes string trimming instead of hard edging by the Contractor along hardscape adjacent to native grass areas on the Property.

Mowing - Native Grass Fence Lines (independent from the Native Grass Areas discussed in this section):

All established irrigated native areas will be mowed (2) times per year. All established non-irrigated native areas will be mowed (2) times per year. All native grass fence lines are to be mowed at an approximate height of six (6) to seven (7) inches. Approximate width sixty (60) inches. This Agreement includes string trimming by the Contractor along hardscape adjacent to native grass areas on the Property.

Soft Trail Maintenance:

- “Soft Trails” are defined as community paths constructed out of crusher fines or road base materials. Soft trails on the Property will be groomed two (2) times annually (as agreed by the Contractor and

District) by the Contractor by mechanical means. Soft trails on the Property will be spot sprayed with non-selective herbicides by the Contractor two (2) times yearly.

- **Additional Work:** Upon written approval by the District, the Contractor may perform additional soft trail maintenance. The Contractor will invoice such Additional Work to be paid by the District.

Community Trash and Dog Waste Stations:

The Contractor shall empty community trash cans and dog waste stations on the Property on a weekly basis from May to October, and on a bi-weekly basis from November to April. The Contractor shall pick up dog waste in the dog park on the Property each time the dog waste stations are serviced, including inside the 3 enclosures. The Contractor shall stock the dog waste stations on the Property with biodegradable dog waste bags.

**VIII. Irrigation System:**

Upon acceptance of this Agreement, the Contractor shall assume full responsibility for the performance and operation of the irrigation system presently installed on the Property. The irrigation system will be defined as all parts of the automatic sprinkler system including time clocks, solenoid valves, wiring, backflow preventers, mechanical valves, piping, hosing, tubing, heads, protective and support items including the main stop and waste valve near the meter. The Contractor shall be held fully responsible for the loss of any plant materials, lawn areas or trees due to inadequate irrigation practices or inadequate performance of the irrigation system due to the Contractor's negligence.

Water Conservation:

The District and the Contractor agree that water is an important resource that needs to be managed and conserved. During extended cold or rainy periods, the Contractor shall shut down the irrigation system on the Property. Occasional rain storms or cold weather may not constitute an adequate reason for full irrigation system shutdown/protection. The Contractor shall protect exposed parts of the irrigation system to avoid sudden freeze damage.

Activation:

- Seasonal activation of the irrigation system on the Property will be performed by the Contractor as part of this Agreement. The Contractor will be responsible for determining when to activate the system.
- The Contractor will staff an onsite, qualified irrigation technician seven (7) days a week from May to October to timely process the District's requests including but not limited to irrigation repairs, work orders, emergency irrigation alerts and trash policing. Trash policing is defined as cleaning up loose trash and plant debris on streets, sidewalks and or lawn areas of the Property.
- The irrigation system on the Property will be continuously monitored and maintained for both above and below ground system operations maintenance to confirm a fully operational and properly functioning system exists, including adjustments as required to maintain overall efficiency of the system and to eliminate stress areas.
- The Contractor agrees to work with the District in seeking alternative methods to lower irrigation water usage on the Property.
- Any damage to the irrigation system resulting from or caused by the Contractor, his employees or a sub-contractor in the performance of his duties, including, but not limited to snow removal and mowing operations, shall be repaired by the Contractor to the District's satisfaction at no expense to the District.
- Damages caused by the Contractor during the normal course of operating the irrigation system on the Property will be repaired by the Contractor in a prompt manner at no expense to the District.
- **Additional Work:** Upon written approval by the District, the Contractor may perform repairs and/or replacements to the irrigation system. The Contractor will utilize the onsite, qualified irrigation technician for such repairs and/or replacements and the District will be billed for materials only. The Contractor is authorized to perform any one single repair that is reasonably expected to be less than \$1,000 without further authorization from the District. Any single repair in excess of \$1,000 shall be authorized by the District before commencing repair work, except in cases of emergency. The Contractor will invoice such Additional Work to be paid by the District.
- **Additional Work:** Upon written approval by the District, the Contractor may perform testing on backflow prevention devices. The Contractor will invoice such Additional Work to be paid by the District.

Deactivation/Winterization:

- Seasonal deactivation and winterization of the irrigation system on the Property will be performed by the Contractor in the fall of each year, typically in October or November, depending on weather conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines.
- Any damages attributable to improper winterization of the system will be paid for in full, by the Contractor.

Emergency Service Calls and Best Management Practices (BMP):

- **Additional Work:** Upon written approval by the District, the Contractor may respond to emergency service calls. Emergencies are defined as after-hours calls between the hours of 6:00 p.m. and 8:00 a.m. from May to October, all day Saturday and Sunday from November to April and recognized holidays and are to be paid by the District. The Contractor shall respond to all such emergency calls within sixty (60) minutes of the receipt of the call and thereafter have ninety (90) minutes to “cure” noted violations, such as but not necessarily limited to, stuck valves, line breaks, etc. The Contractor will invoice such Additional Work to be paid by the District.

**IX. Landscape/ Debris Cleanup, Maintenance Programs:**

All landscape areas on the Property shall be inspected by the Contractor on days of service and excess landscape debris cleaned up and removed, including vendor and/or political yard signs placed on the Property. In-scope sidewalk and curb areas on the Property will be kept clean by the Contractor with the use of power operated blowers. Weeds shall be removed from the Property by the Contractor to provide a weed-free landscape, using either chemical or manual means. Weeds in paved areas of the Property, including sidewalks and curbs shall be included in the Contractor’s weed control program.

**X. Aeration:**

Aeration has been proven to improve water and fertilization penetration to the root zone. It also reduces run-off and assists in conserving water use. All turf areas in the Property will be aerated twice a year, once in the spring, prior to June 15 and once in the fall prior to October 31.

**XI. Winter Services:**

The Contractor’s bi-weekly trash policing of landscaped areas on the Property from November through March shall be included in this Agreement. Trash policing is defined as cleaning up loose trash and plant debris on streets, sidewalks and or lawn areas of the Property.

**XII. Bio-Hazards:**

The Contractor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the District’s Property. This includes, but is not limited to items such as dead/dying animals, hypodermic needles (sharps/needles will not be handled by the Contractor’s employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. The Contractor shall only be obligated to report/communicate any observations of potential biohazards to the District for their appropriate removal by others, unless previously arranged by the District and Contractor.

**XIII. Damages:**

No liability for any damages or injury resulting from unauthorized tampering or use of the Contractor’s equipment while located on the Property shall be assumed by the District. The Contractor shall indemnify and hold harmless the District from any and all claims, damages, losses, liability, demands, costs or expenses, including attorney’s fees and costs of litigation caused in whole or in part or in any was attributable to the Contractor’s activities or those of its employees, agents, subcontractors or contractor’s presence on the site. The Contractor shall take every precaution to avoid damage to District’s Property. Damage to District’s Property due to any negligent act, intentional or unintentional, or omission by the Contractor, its employees, agents or subcontractors shall be the responsibility of the Contractor. Such damages may be referred to the Contractor’s insurance carrier for payment at the Contractor’s discretion, but the Contractor’s liability will not be limited by the amount of insurance proceeds available.

Any disputes regarding responsibility for damages will first be handled through professional mediation between the District and the Contractor. After notifying the Contractor of damages to the District's Property, the District may, at its discretion, authorize the Contractor to repair the damages or request repair from other sources and deduct the cost for the repairs from payment to the Contractor.

#### **XIV. General Items:**

##### Insurance/Licenses/Taxes:

- The Contractor shall maintain commercial general liability, property damage, and automotive liability insurance in the minimum amount of five hundred thousand dollars (\$500,000) for bodily injury, death, or damage to property of any person and two million dollars (2,000,000) for bodily injury, death, or damage to property of more than one person, or the maximum amount that may be recovered under the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended (the "CGIA"), whichever is higher.
- The Contractor will maintain workman's compensation, unemployment insurance and any other insurance required by law and/or the District.
- All insurance policies (except workman's compensation and unemployment) shall include the District and its elected officials and employees as additional insureds.
- Prior to commencing work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement as well as the amounts of coverage for the respective types of policies, which certificate(s) shall be attached hereto and incorporated herein as Exhibit C.
- The District is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the CGIA or otherwise available to the District or its officers or employees.
- The Contractor agrees to obtain and pay for all licenses required by City, County, State or Federal governments that are necessary to provide the services described by this Agreement.
- The District is a governmental entity and is therefore exempt from state and local sales and use tax. The District will not pay for or reimburse any sales or use tax that may not directly be imposed against the District. The Contractor shall use the District's sales tax exemption for the purchase of any and all products and equipment on behalf of the District.

##### Workmen and Equipment:

The Contractor's supervisor will be experienced in landscape maintenance and should preferably have an education in ornamental horticulture. All of the Contractor's employees will be neat and clean.

##### OSHA Regulations:

- The Contractor will meet all OSHA requirements as part of this contract and supply a MSDS sheets.
- The Contractor and his employees will conduct themselves in a professional and workmanlike manner while working on or about the Property.
- The Contractor will furnish and maintain all equipment necessary to properly accomplish the duties of this Agreement. Special care will be given to the operation of hazardous machinery and the use of chemicals including, but not limited to: lawn chemicals, insecticides, fuels, mowing machines, edgers, weed eaters, cultivating and aerating machines, etc. Such equipment and materials will be used in such a way that they are not left unattended or otherwise allowed to present a health and safety hazard to workmen, residents, or guests; with special consideration for children. All breaks and or lunches taken in the community by the Contractor and/or the Contractors employees, must be done at a mutually agreed upon location, of which locations around any clubhouse facility and/or surrounding grounds will not be allowed as applicable.
- All fueling of machinery will be done on paved areas or parking lots.

##### Payment for Services:

- The total compensation for all services as outlined in this Agreement is **\$499,320.00** (the "**Total Agreement Price**"), payable in **TWELVE (12)** equal payments of **\$41,610.00** excluding those services that are terminated, identified as either material and/or labor costs or are agreed upon additional approved services. **This payment schedule is for the convenience of both parties and does not reflect the actual work done during a particular month.** The District shall

provide no benefits to the Contractor other than the compensation stated above. Under this Agreement, invoices will be sent at the beginning of each month (in advance) for the service month which is to be paid by the end of the invoiced month. All additional invoices will be submitted as they occur by the 24<sup>th</sup> of each month and will be paid by the District by the end of the invoiced month.

- All Additional Work requested by the District must be given to the Contractor in writing and issued by an authorized representative of the District. A payment request for each Additional Work must be submitted solely for that specific work order by the Contractor.
- Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“**W-9**”). No payments will be made to the Consultant until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as Exhibit D.

Annual Appropriation:

The District’s obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District’s Board of Directors.

Modification:

Terms and conditions of this Contract can be modified by the District in all case(s) of eliminating a specific contractual service, but to add or modify a service the proposed change must be mutually agreed upon by both the District and Contractor in writing.

Default:

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

Remedies:

In the event a party declares a default by the other party, such defaulting party shall be allowed a period of 10 days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity.

Term, Termination:

This Agreement shall be for **TWELVE (12)** months commencing **April 1, 2024** and ending on **March 31, 2025**, with an automatic one-year renewal with a 5% increase in total price and same conditions unless otherwise provided in writing by either party within sixty (60) days of the end of the term of the Agreement period. Termination may be accomplished in writing by either party with thirty (30) days’ notice. Work will continue during the notice period unless otherwise agreed by both parties.

Independent Contractor:

The services to be performed by the Contractor are those of an independent contractor and not of an employee of the District. **The Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers’ compensation benefits from the District for the performance of the services specified in this Agreement.**

Compliance with Laws:

The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the services under this Agreement.

Law; Venue:

The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the District’s mailing address is located.

Notices:

Any notices, demands, or other communications required or permitted to be given in writing under this Agreement shall be delivered personally or sent by registered mail, postage prepaid, return receipt requested, addressed to the parties at the addresses set forth below, or at such other address as either party may hereafter or from time to time designate by written notice to the other party given in accordance herewith. Notice shall be considered given when personally delivered or mailed and shall be considered received by the party to whom it is addressed on the third day after such notice is given.

Contractor: Cox Professional Landscape Services LLC  
14051 E Davies Ave, Unit A  
Englewood, Colorado 80112  
Attn: Randy Cox

District: Southshore Metropolitan District  
c/o Cockrel Ela Glesne Greher & Ruhland  
44 Cook Street, Suite 620  
Denver, Colorado 80206  
Attn: David Greher

Counterparts, Electronic Signatures and Electronic Records:

This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, Section 24-71.3-101, *et seq.*, C.R.S. This Agreement and any other documents requiring a signature may be signed electronically by either party. The parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

No Third-Party Beneficiaries:

The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

Severability:

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.

**XV. Acknowledgment of Contract**

We the undersigned, representing Southshore Metropolitan District and Cox Professional Landscape Services LLC agree to the terms and conditions as set by this Agreement with our signatures below, this \_\_\_\_\_ day of \_\_\_\_\_ 2024. 3/8/2024 | 2:25 PM PST

DocuSigned by:

*Ryan Bent*

**Southshore Metropolitan District**, President

DocuSigned by:

*Kevin Stadler*

**Southshore Metropolitan District**, Secretary

*Kevin A Cox*     *12/21/2023*

Cox Professional Landscape Services LLC, Authorized Representative  
Kevin A Cox, President/CEO

**EXHIBIT A**  
**Property Map**



**2024**

**EXHIBIT B**  
**Contractor Bill Back and Material Costs (Section VII)**

Contractor Labor Rates  
 Effective for 2024 Landscape Season

**ADDITIONAL SERVICES: (Upon Request)**

Soft Trail Maintenance – Skilled Labor plus Grey Breeze:	\$70/hour + \$82/ton
General Cleanup – General Labor plus dump fees:	\$60/hour + \$75/yard
Fertilization of Turf Grass areas (1 application):	\$8,000/application
Additional Aeration of Turf Grass areas:	\$6,000 each
Seasonal Cleanup – General Labor plus dump fees:	\$60/hour + \$75/yard
Estimated:	\$15,600 per cleanup
Chemical Weed Control – Chemical Labor plus materials:	\$90/hour + materials
Chemical Insect Control – Chemical Labor plus materials:	\$90/hour + materials
Native Broadleaf Weed Control (1 application):	\$30,000/application
Pruning – Skilled Labor plus dump fees:	\$70/hour + \$75/yard
Estimated:	\$18,000 per cycle
Backflow Insulation Install - Irrigation Labor plus materials:	\$125/device
Backflow Testing – per device	\$175/device
Tree & Shrub Removal – Skilled Labor plus dump fees:	\$70/hour + \$75/yard
Dog Waste Removal at Dog Park – per occurrence:	\$400 each
Dog Station Bags – per 200 bag roll:	\$15/each
Heavy Duty Trash Bags – per each:	\$1.50/each

**EQUIPMENT FEES: (Upon Request)**

Skid Steer with bucket or lift forks:	\$245/hour – 3 hours minimum
Skid Steer specialty attachments (trencher, snow thrower):	\$300/day minimum
Dump Trailer	\$245/hour – 3 hours minimum
Mini-Excavator:	\$800/day minimum
Large Format Native Tractor Mower:	\$600/day minimum
Large Format Air Compressor	\$300/day minimum:

**HOURLY LABOR RATES**

Foreman:	\$70/hour
General Laborer:	\$60/hour
Landscape Designer/Irrigation Auditor:	\$150/hour
Native Mowing – Small Format 48”-60”:	\$90/hour
Skilled/Enhancement Labor:	\$70/hour
Irrigation Technician:	\$80/hour
Chemical Technician:	\$90/hour
Hand Watering w/ Water Truck:	\$95/hour

**Exhibit C**  
**Contractor's Certificate of Insurance**

**EXHIBIT D**  
**Contractor's W-9**

**Certificate Of Completion**

Envelope Id: 0752A11AA55F42CCA4BCCF5D83028689	Status: Completed
Subject: Complete with DocuSign: 2024 Landscape Management Contract	
Source Envelope:	
Document Pages: 14	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Sarah Luetjen
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	44 Cook Street, Suite 620
	Denver, CO 80206
	sluetjen@cegrlaw.com
	IP Address: 50.207.72.210

**Record Tracking**

Status: Original	Holder: Sarah Luetjen	Location: DocuSign
3/8/2024 2:22:19 PM	sluetjen@cegrlaw.com	

**Signer Events**

Kevin Stadler  
 kstadler@southshoremetro.org  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 0EDB70C14965405...

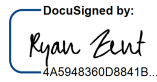
**Timestamp**

Sent: 3/8/2024 2:24:35 PM  
 Viewed: 3/8/2024 2:25:34 PM  
 Signed: 3/8/2024 2:25:43 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 216.81.150.7

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/8/2024 2:25:34 PM  
 ID: e26e0b0e-fa01-4612-b6cb-58be640b8aca

Ryan Zent  
 rzent@southshoremetro.org  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 4A5948360D8841B...

Sent: 3/8/2024 2:24:34 PM  
 Viewed: 3/8/2024 3:19:32 PM  
 Signed: 3/8/2024 3:19:40 PM

Signature Adoption: Pre-selected Style  
 Using IP Address: 75.166.28.146

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/8/2024 3:19:32 PM  
 ID: 6de29b4b-b1f4-4314-b267-b1cb4f05375b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/8/2024 2:24:35 PM
Certified Delivered	Security Checked	3/8/2024 3:19:32 PM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

Signing Complete	Security Checked	3/8/2024 3:19:40 PM
Completed	Security Checked	3/8/2024 3:19:40 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>
---

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Cockrel Ela Glesne Greher & Ruhland PC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Cockrel Ela Glesne Greher & Ruhland PC:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [sluetjen@cegrlaw.com](mailto:sluetjen@cegrlaw.com)

**To advise Cockrel Ela Glesne Greher & Ruhland PC of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [sluetjen@cegrlaw.com](mailto:sluetjen@cegrlaw.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Cockrel Ela Glesne Greher & Ruhland PC**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [sluetjen@cegrlaw.com](mailto:sluetjen@cegrlaw.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Cockrel Ela Glesne Greher & Ruhland PC**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [sluetjen@cegrlaw.com](mailto:sluetjen@cegrlaw.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cockrel Ela Glesne Greher & Ruhland PC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cockrel Ela Glesne Greher & Ruhland PC during the course of your relationship with Cockrel Ela Glesne Greher & Ruhland PC.



## RECREATION FACILITIES MANAGEMENT AGREEMENT

THIS RECREATION FACILITIES MANAGEMENT AGREEMENT (this "Agreement") is made by and between Front Range Recreation ("FRR"), a Colorado corporation, and the Southshore Metropolitan District, formerly known as Southshore Metropolitan District No.2 (the "District"), a quasi-municipal corporation and political subdivision of the State of Colorado, hereinafter referred to collectively as the "Parties":

### RECITALS

WHEREAS, the District is a special district organized under Title 32, Article 1, C.R.S., and is empowered to provide, operate, manage, and fund recreational programs; and

WHEREAS, FRR is engaged in the business of managing swimming Pool operations, including season start-up and close-down of facilities and equipment, provision of lifeguard services, minor maintenance services, and coordination of instructional swim programs; and

WHEREAS, the District has constructed and/or been conveyed certain recreational facilities, including swimming Pools and children's wading Pools located at 27151 East Lakeview Drive (the "Lakehouse"), 27301 East Southshore Drive (the "Lighthouse"), and 6703 South Robertsdale Way (the "Boathouse") in Aurora, Colorado; and wishes to operate these recreational facilities economically and to provide a high level of safety and quality of service for users of these recreational facilities; and

WHEREAS, the District's facilities governed by this Agreement shall include (i) the swimming Pools located at the Lakehouse and Lighthouse, any wader Pool, spray park, hot tub or spa, and the surrounding deck areas, collectively and any component of which is referred to herein as the "Pools" and (ii) the recreational facilities at the Boathouse (collectively, the Pools and the Boathouse comprise the "Recreational Facilities"); and

WHEREAS, the Parties deem it in their best interests to enter into this Agreement to set forth the terms and conditions regarding the management and operation of the Recreational Facilities;

NOW THEREFORE, in consideration of the mutual undertakings herein contained and other good and valuable consideration the parties covenant and agree as follows:

### ARTICLE I RESPONSIBILITIES OF PARTIES

1.01 FRR agrees to oversee and manage the day-to-day operations of the Recreational Facilities, and to advise the District on matters relating thereto. Such oversight and management to include, but not necessarily be limited to, the following:

1.01.1 Prepare Recreational Facilities for the season, including, but not limited to, removing Pool cover, cleaning the Pool, cleaning surrounding facilities as agreed to by the Parties, draining and filling Pool, verification of proper operation of all equipment and placing same in proper operating condition; complete visual check of all plumbing; test and inspect filtration system; drain and fill Pools; circulate water through filtration system; backwash and vacuum Pools; mount diving board, guard chairs and ladders; and clean equipment and furniture in accordance with local health and safety standards. Additional charges will apply should the facility need to be ready before the season commencement in section 2.03.

1.01.2 Advise the District of any circumstances or conditions which require attention and direction by the District, and otherwise advise the District of all matters relating to the Recreational Facilities to maximize convenience, safety, and service levels for users of the facilities, while minimizing associated costs of operation.

1.01.3 Provide supervision as agreed to by the District and FRR, during all hours of operation and District approved events.

1.01.4 Assist the District with determining specifications for necessary equipment and supplies and assist with ordering equipment and supplies prior to the opening of the Recreational Facilities, during its operation, and for closing.

1.01.5 Maintain chemical balance of Pool water, operate pumps and facilities, and advise the District of necessary maintenance or repairs. FRR will make available all chemicals necessary for the Pool, and other supplies including those necessary for the cleanliness and use of the restroom facilities, first aid and office supplies at market rates to the District on a reimbursement basis to FRR. FRR shall use the District's Certificate of Exemption for Colorado State Sale/Use Tax in order to purchase all such supplies tax-exempt. Each Pool, through the District, is to provide chemical storage facilities in accordance with local health authority guidelines. Prices of chemicals and other supplies may change without notice.

1.01.6 Provide necessary maintenance and cleaning of Pools, decks, locker rooms and showers, offices, Pool furniture and equipment, storage facilities, and other areas of the Recreational Facilities such that the Recreational Facilities and related facilities are maintained in a clean, uncluttered condition at all times, except that the District shall be responsible for irrigating and mowing all grass areas. FRR shall not be liable or responsible for incidents occurring outside of the designated Pool areas, including outside landscaping grounds, club house areas not maintained by FRR, parks, and/or parking lots. FRR will be responsible for maintaining the condition of the Recreational Facilities in conformity with the standards, rules and regulations set by the local health authority. FRR shall maintain accurate chemical test and usage records and maintain appropriate first aid kit(s) in compliance with local health and safety standards. FRR Shall not be held liable for the condition of the Recreational Facilities and equipment prior to signing of this Agreement. FRR will not be responsible for adverse property conditions at the Recreational Facilities or surrounding area caused by actions of the District, acts of God, or others, including incidents involving cement heave, landscaping, or irrigation or deck drains, not under the control or supervision of FRR.

1.01.7 FRR may make private or group swimming lessons available to the District residents and owners of property in the District (collectively, "District Constituents") as agreed to by the Parties. Group swimming lessons and programs shall be conducted at times approved in advance by the District. Fees for such lessons and programs may be charged by FRR to the District Constituents participating in instructional programs and assessed in accordance with FRR swimming lesson program.

1.01.8 Enforce rules and regulations as established by the District. The District is responsible for developing all Recreational Facilities rules and regulations and providing them to FRR for implementation.

1.01.9 Provide staffing for after-hours Pool parties. Lifeguard rates will be provided prior to May 1<sup>st</sup> of each calendar year. Fees are to be paid directly by the Pool party sponsor, not the District. Lifeguards for private parties must be employees of FRR. All after-hours parties must have one (1) lifeguard for every 25 people in attendance, and a minimum of two (2) lifeguards on staff for all after-hours parties is required. Lifeguards for parties shall be arranged through FRR at least fourteen days in advance.

1.01.10 At the closing of the Recreational Facilities for the season at the agreed upon date

between the Parties, FRR shall terminate Recreational Facilities operations, clean all associated facilities, and close the Recreational Facilities for the season, including normal winterizing procedures such as complete visual check of all plumbing; winterize pump and motor; blow out Pool lines; set all valves at appropriate settings; drain chemical feeders; drain filtration equipment; remove, clean and store skimmer baskets, vacuum equipment, diving board, guard chairs, and other removable equipment; and inspect Pool and equipment and list repairs required for next season. The District acknowledges that there are inherent risks in operating and maintaining the Recreational Facilities. The District agrees, to the extent allowed by law, to indemnify and hold harmless FRR against claims of damages which may occur from the Recreational Facilities operations, management, or maintenance, except for gross negligence or willful misconduct on the part of FRR or FRR's employees and/or agents.

1.01.11 Provide, at conclusion of season and Recreational Facilities winterizing procedures, a closing report and inventory report. Monthly reports during the operational season will be provided upon request.

1.02 The District agrees to purchase through FRR all materials, supplies and equipment necessary for the operation and use of the Recreational Facilities and surrounding facilities at market rates to the District on a reimbursement basis to FRR. The District shall provide FRR with a copy of the District's Certificate of Exemption for Colorado State Sale/Use Tax so that FRR may purchase all such supplies exempt from sales tax as required by section 1.01.5. The District further agrees to provide oversight and direction for the operation of the Recreational Facilities through an District Manager, including coordination of acquisition of supplies and equipment as requested or recommended by FRR; determination of hours of operation and operating procedures and regulations, with FRR's assistance; and coordination of communications with District Constituents and other authorized users.

1.02.1 In the event a condition arises which halts or interferes with proper operation of any of the Recreational Facilities, FRR agrees to notify the District manager immediately. FRR shall be available to explain the condition, its probable cause, and the options available for correction or repairs, and the costs involved. Upon authorization from the District, repairs will be made as soon as possible. Labor and/or materials used to make repairs shall be charged to the District and are not considered to be included in the contract price as set forth herein. The rate for labor shall not exceed \$95.00 per hour. Each service call for repair is charged a \$45.00 trip charge. No repairs in excess of \$500.00, other than emergency repairs, will be done without prior authorization from the District. FRR reserves the right to adjust the labor rate and/or delivery fees, institute force majeure or fuel surcharges due to events or effects that are not known and cannot be reasonably anticipated or controlled upon the signing of this Agreement.

1.02.2 The District shall be responsible for preparation and maintenance of the bathroom facilities plumbing, and the winterizing of the bathroom plumbing at the close of the Pool season. Additional fees will apply if this service is requested to be completed by FRR during the Pool winterization process.

1.02.3 The District shall furnish and pay for water, electricity, gas, and telephone service at the Recreational Facilities. The District shall have services available no later than April 1<sup>st</sup> of each calendar year. The District shall provide two (2) full set of keys for access to Recreational Facilities and equipment at the signing of this Agreement.

## ARTICLE II STAFFING

2.01 FRR shall provide general management direction and operating policy coordination and direction. Those responsibilities shall include but not necessarily be limited to:

2.01.1 Assistance with determination of equipment and supplies necessary for operations, and

with identification of qualified vendors.

2.01.2 Recruiting and hiring operating personnel, subject to the approval of the District upon request.

2.01.3 Supervision of lifeguards and other operating personnel to include periodic inspection of the Recreational Facilities, and coordination meetings with FRR’s manager of the Recreational Facilities (the “Facilities Manager”) and other operating personnel and the District.

2.01.4 Recommending to the District adjustments in operations in order to provide appropriate services to the Recreational Facilities users in the most cost-effective manner.

2.02 The Recreational Facilities staff shall include a Facilities Manager and lifeguards, and such staff shall be assigned during hours indicated in section 2.03. All lifeguards on staff shall be trained in Lifeguarding which includes CPR, AED and first aid training prior to the Pools openings.

2.03 On-site staff will consist of:

Lighthouse:

<u>2024 Dates</u>	<u>Days</u>	<u>Lifeguards</u>	<u>Hours</u>
5/25 – 8/11	Mon-Fri	1	6:00 A.M. – 10:00 A.M.
			*Excludes 5/27 & 7/4
		5	10:00 A.M. -11:00 A.M.
		6	11:00 A.M. - 12:00 P.M.
		7	12:00 P.M. - 6:00 P.M.
		6	6:00 P.M. - 7:00 P.M.
		5	7:00 P.M. - 8:00 P.M.
	Sat & Sun	5	10:00 A.M. -11:00 A.M.
		6	11:00 A.M. - 12:00 P.M.
		7	12:00 P.M. - 2:00 P.M.
		8	2:00 P.M. - 4:00 P.M.
		7	4:00 P.M. - 6:00 P.M.
		6	6:00 P.M. - 7:00 P.M.
		5	7:00 P.M. - 8:00 P.M.
8/12 – 8/30	Mon-Fri	5	4:00 P.M. - 8:00 P.M.
	Sat & Sun	5	10:00 A.M. -11:00 A.M.
		6	11:00 A.M. - 1:00 P.M.
		7	1:00 P.M. - 5:00 P.M.
		6	5:00 P.M. - 7:00 P.M.
		5	7:00 P.M. - 8:00 P.M.
		5	10:00 A.M. -11:00 A.M.
8/31-9/2	Sat, Sun, Mon	6	11:00 A.M. - 1:00 P.M.
		7	1:00 P.M. - 5:00 P.M.
		6	5:00 P.M. - 7:00 P.M.
		5	7:00 P.M. - 8:00 P.M.
		5	10:00 A.M. -11:00 A.M.
9/3-9/15	Mon-Thur		Maintenance Only
	Fri	5	4:00 P.M. – 7:00 P.M.
	Sat, Sun	5	11:00 A.M. – 7:00 P.M.
<u>2025 Dates</u>	<u>Days</u>	<u>Lifeguards</u>	<u>Hours</u>

5/24 – 8/10	Mon-Fri	1	6:00 A.M. – 10:00 A.M.	
			*Excludes 5/27 & 7/4	
		5	10:00 A.M. -11:00 A.M.	
		6	11:00 A.M. - 12:00 P.M.	
		7	12:00 P.M. - 6:00 P.M.	
		6	6:00 P.M. - 7:00 P.M.	
		5	7:00 P.M. - 8:00 P.M.	
		Sat & Sun	5	10:00 A.M. -11:00 A.M.
			6	11:00 A.M. - 12:00 P.M.
			7	12:00 P.M. - 2:00 P.M.
			8	2:00 P.M. - 4:00 P.M.
			7	4:00 P.M. - 6:00 P.M.
			6	6:00 P.M. - 7:00 P.M.
			5	7:00 P.M. - 8:00 P.M.
		8/11 – 8/29	Mon-Fri	5
5	10:00 A.M. -11:00 A.M.			
Sat & Sun	6		11:00 A.M. - 1:00 P.M.	
	7		1:00 P.M. - 5:00 P.M.	
	6		5:00 P.M. - 7:00 P.M.	
	5		7:00 P.M. - 8:00 P.M.	
	5		10:00 A.M. -11:00 A.M.	
8/30-9/1	Sat, Sun, Mon	6	11:00 A.M. - 1:00 P.M.	
		7	1:00 P.M. - 5:00 P.M.	
		6	5:00 P.M. - 7:00 P.M.	
		5	7:00 P.M. - 8:00 P.M.	
		5	10:00 A.M. -11:00 A.M.	
9/2-9/14	Mon-Thur		Maintenance Only	
		5	4:00 P.M. – 7:00 P.M.	
	Fri	5	4:00 P.M. – 7:00 P.M.	
		5	11:00 A.M. – 7:00 P.M.	

\*8/11 adjusted to coincide with CCSD school calendar. Additional charges may apply.

<u>2026 Dates</u>	<u>Days</u>	<u>Lifeguards</u>	<u>Hours</u>	
5/23 – 8/9	Mon-Fri	1	6:00 A.M. – 10:00 A.M.	
			*Excludes 5/27 & 7/4	
		5	10:00 A.M. -11:00 A.M.	
		6	11:00 A.M. - 12:00 P.M.	
		7	12:00 P.M. - 6:00 P.M.	
		6	6:00 P.M. - 7:00 P.M.	
		5	7:00 P.M. - 8:00 P.M.	
		Sat & Sun	5	10:00 A.M. -11:00 A.M.
			6	11:00 A.M. - 12:00 P.M.
			7	12:00 P.M. - 2:00 P.M.
			8	2:00 P.M. - 4:00 P.M.
			7	4:00 P.M. - 6:00 P.M.
			6	6:00 P.M. - 7:00 P.M.
			5	7:00 P.M. - 8:00 P.M.
		8/10 – 9/4	Mon-Fri	5
5	10:00 A.M. -11:00 A.M.			
Sat & Sun	6		11:00 A.M. - 1:00 P.M.	
	7		1:00 P.M. - 5:00 P.M.	

		6	5:00 P.M. - 7:00 P.M.
		5	7:00 P.M. - 8:00 P.M.
9/5-9/7	Sat, Sun, Mon	5	10:00 A.M. -11:00 A.M.
		6	11:00 A.M. - 1:00 P.M.
		7	1:00 P.M. - 5:00 P.M.
		6	5:00 P.M. - 7:00 P.M.
		5	7:00 P.M. - 8:00 P.M.
9/8-9/13	Mon-Thur		Maintenance Only
	Fri	5	4:00 P.M. – 7:00 P.M.
	Sat, Sun	5	11:00 A.M. – 7:00 P.M.

\*8/10 adjusted to coincide with CCSD school calendar. Additional charges may apply

\*Season in 1 week longer than normal due to holiday weekend dates

Lakehouse:

<u>2024 Dates</u>	<u>Days</u>	<u>Lifeguards</u>	<u>Hours</u>	
5/25 – 8/11	7 days	2	10:00 A.M. -11:00 A.M.	
		3	11:00 A.M. - 1:00 P.M.	
		4	1:00 P.M. - 5:00 P.M.	
		3	5:00 P.M. - 7:00 P.M.	
		2	7:00 P.M. - 8:00 P.M.	
8/12 – 8/30	Mon-Fri	2	4:00 P.M. - 8:00 P.M.	
		Sat & Sun	2	10:00 A.M. -11:00 A.M.
			3	11:00 A.M. - 7:00 P.M.
8/31-9/2	Sat, Sun, Mon	2	7:00 P.M. - 8:00 P.M.	
		2	10:00 A.M. -11:00 A.M.	
		3	11:00 A.M. - 1:00 P.M.	
		4	1:00 P.M. - 5:00 P.M.	
		3	5:00 P.M. - 7:00 P.M.	
		2	7:00 P.M. - 8:00 P.M.	

<u>2025 Dates</u>	<u>Days</u>	<u>Lifeguards</u>	<u>Hours</u>	
5/24 – 8/10	7 days	2	10:00 A.M. -11:00 A.M.	
		3	11:00 A.M. - 1:00 P.M.	
		4	1:00 P.M. - 5:00 P.M.	
		3	5:00 P.M. - 7:00 P.M.	
		2	7:00 P.M. - 8:00 P.M.	
8/11 – 8/29	Mon-Fri	2	4:00 P.M. - 8:00 P.M.	
		Sat & Sun	2	10:00 A.M. -11:00 A.M.
			3	11:00 A.M. - 7:00 P.M.
8/30-9/1	Sat, Sun, Mon	2	7:00 P.M. - 8:00 P.M.	
		2	10:00 A.M. -11:00 A.M.	
		3	11:00 A.M. - 1:00 P.M.	
		4	1:00 P.M. - 5:00 P.M.	
		3	5:00 P.M. - 7:00 P.M.	
		2	7:00 P.M. - 8:00 P.M.	

\*8/11 adjusted to coincide with CCSD school calendar. Additional charges may apply.

<u>2026 Dates</u>	<u>Days</u>	<u>Lifeguards</u>	<u>Hours</u>
5/23 – 8/9	7 days	2	10:00 A.M. -11:00 A.M.

		3	11:00 A.M. - 1:00 P.M.
		4	1:00 P.M. - 5:00 P.M.
		3	5:00 P.M. - 7:00 P.M.
		2	7:00 P.M. - 8:00 P.M.
8/10 – 9/4	Mon-Fri	2	4:00 P.M. - 8:00 P.M.
	Sat & Sun	2	10:00 A.M. -11:00 A.M.
		3	11:00 A.M. - 7:00 P.M.
		2	7:00 P.M. - 8:00 P.M.
9/5-9/7	Sat, Sun, Mon	2	10:00 A.M. -11:00 A.M.
		3	11:00 A.M. - 1:00 P.M.
		4	1:00 P.M. - 5:00 P.M.
		3	5:00 P.M. - 7:00 P.M.
		2	7:00 P.M. - 8:00 P.M.

\*8/10 adjusted to coincide with CCSD school calendar. Additional charges may apply  
 \*Season in 1 week longer than normal due to holiday weekend dates

Boathouse:

<u>2024 Dates</u>	<u>Days</u>	<u># of Staff</u>	<u>Times</u>
5/25-9/1	Sat & Sun	1	11:00 A.M. – 6:00 P.M.
5/27, 9/2	Mon	1	11:00 A.M. – 6:00 P.M.
7/4	Thur	1	11:00 A.M. – 4:00 P.M.

<u>2025 Dates</u>	<u>Days</u>	<u># of Staff</u>	<u>Times</u>
5/24-8/31	Sat & Sun	1	11:00 A.M. – 6:00 P.M.
5/26, 9/1	Mon	1	11:00 A.M. – 6:00 P.M.
7/4	Fri	1	11:00 A.M. – 4:00 P.M.

<u>2026 Dates</u>	<u>Days</u>	<u># of Staff</u>	<u>Times</u>
5/23-9/7	Sat & Sun	1	11:00 A.M. – 6:00 P.M.
5/24, 9/7	Mon	1	11:00 A.M. – 6:00 P.M.
7/4	Sat	1	11:00 A.M. – 4:00 P.M.

2.04 Except as expressly set forth in Section 2.05, it is FRR’s policy to maintain a minimum of one (1) lifeguard stationed at each Pool for every twenty-five (25) people in the guarded water, not to exceed one (1) lifeguard to thirty-five (35) people. In the event the Pool capacity reaches or exceeds the 1:35 lifeguard to swimmers in the water, FRR shall have the discretion to clear the Pool water to ensure the health and safety of the facility. FRR may clear the Pool for a minimum of thirty (30) minutes, or until such time that it is safe to reopen the Pools. Additional staff brought in to open the Pool back up is approved and FRR will bill the District per section 3.02. In addition, FRR shall maintain one (1) attendant stationed at the Boathouse during the times listed in Section 2.03.

2.05 FR can be responsible for monitoring resident check-in. Should the district want a gate attendant during all hours of operation, less 6:00 A.M. – 10:00 A.M. Monday through Friday at Lighthouse, the addition to the contract would be as follows:

	2024	2025	2026
Lakehouse	\$27,150.00	\$28,130.00	\$29,100.00
Lighthouse	\$28,225.00	\$29,230.00	\$30,240.00

Payments would be divided evenly among payments 3, 4, and 5 of the compensation schedule in section 3.01.

2.06 During the period of 8/12/24 - 9/13/24, 8/11/25 – 9/12/25, and 8/10/26 - 9/18/26 in section 2.03, the reduced end of summer hours will be posted. At any time during that period in which a Pool is open without lifeguard staffing, FRR will post signage for patron notification during these times that read NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK which will be placed at a location agreed to with the District manager visible from Recreational Facilities entrances and the Pools. FRR will ensure that each Pool facility is open District Constituents at the regular Pool open hours and access to the facility will be monitored by your Pools' access system.

2.07 The District shall have the right to request replacement of any employee whose conduct, character, or performance is unsatisfactory to the District. FRR will make every effort to make such replacement within ten (10) days of written notification by the District if cause is found to exist for such employee's termination.

### ARTICLE III COMPENSATION

3.01 The District shall compensate FRR for Recreational Facilities management services in payments according to the following schedule. The schedule includes all costs to the District, except the costs of materials, supplies and equipment purchased by FRR pursuant to Section 1.02 of this Agreement. FRR shall bill the District no later than the first day of the month for that month's regular payments and reimbursable costs incurred to date. Payments will be made no later than the fifteenth of each month. The last payment shall not be made until final Recreational Facilities shutdown is completed.

Payment Number	2024 Date	Percentage	Amount
1	April 2024	5%	\$14,600.00
2	May 2024	20%	\$58,400.00
3	June 2024	20%	\$58,400.00
4	July 2024	20%	\$58,400.00
5	August 2024	20%	\$58,400.00
6	September 2024	10%	\$29,200.00
7	October 2024	5%	<u>\$14,600.00</u>
Total			\$292,000.00

Payment Number	2025 Date	Percentage	Amount
1	April 2025	5%	\$15,375.00
2	May 2025	20%	\$61,500.00
3	June 2025	20%	\$61,500.00
4	July 2025	20%	\$61,500.00
5	August 2025	20%	\$61,500.00
6	September 2025	10%	\$30,750.00
7	October 2025	5%	<u>\$15,375.00</u>
Total			\$307,500.00

Payment Number	2026 Date	Percentage	Amount
1	April 2026	5%	\$16,512.50
2	May 2026	20%	\$66,050.00
3	June 2026	20%	\$66,050.00
4	July 2026	20%	\$66,050.00
5	August 2026	20%	\$66,050.00



6	September 2026	10%	\$33,025.00
7	October 2026	5%	<u>\$16,512.50</u>
	Total		\$330,250.00

3.02 The adopted payment schedule includes compensation for lifeguards daily. Any additional lifeguard services shall be subject to approval by the District, the requirements set forth in Section IV of this Agreement, and adjustments to the above schedule shall be made at the rate of \$28.00 per lifeguard hour in 2024, \$29.00 per lifeguard hour in 2025, and \$30.00 per lifeguard hour in 2026.

3.03 The above schedule of compensation to FRR is inclusive of the following service provided by FRR: opening Recreational Facilities, cleaning Pools, daily maintenance, all salaries, employee taxes, and workman's compensation insurance, general liability insurance, and closing of Recreational Facilities.

#### ARTICLE IV DAYS AND HOURS OF OPERATION OF SWIMMING POOL

4.01 FRR will have the Pool water circulating for use at least seven (7) days prior to opening.

4.02 FRR agrees to operate the Recreational Facilities in accordance with the schedule set forth in Section III of this Agreement. Regularly scheduled hours of operation may be adjusted periodically by the District, with FRR's assistance to meet the requirements of the District Constituents. Should it become necessary where this Agreement provides insufficient lifeguard coverage ratios to meet the demands for the Pool usage, FRR reserves the right to bring additional lifeguards on duty to meet the guarding requirements set forth in Section 2.05 of this Agreement. The District shall be billed and shall pay for the additional staffing hours, and in no instance shall additional staffing exceed twenty (20) hours per week at the established rate, without prior notice to the District.

4.03 The Recreational Facilities may be extended for up to 1 week beyond the dates listed in section 2.03. Contact FRR at least six (6) weeks prior for availability and pricing.

4.04 FRR reserves the right to close the Recreational Facilities during inclement weather at the discretion of the lifeguards on duty. Conditions warranting closure include lightning, thunder (even if no lightning has been seen), extreme wind, rain, threatening clouds, tornado warnings and/or the temperature drops below 65 degrees. In the case of lightning within a 10-mile radius, the Recreational Facilities will close for 30 minutes from the of the last lightning strike. Every subsequent lightning strike within the 10-mile radius will restart the 30-minute clock. The Recreational Facilities will reopen when the lifeguards on duty deem it safe to return to the water. On days when weather does not meet the minimum air temperature, FRR will keep one lifeguard each Pool. If the weather is still unsuitable for swimming at 6:00 p.m. or if is determined the weather forecast for the day will prevent the opening of the Recreational Facilities, the Recreational Facilities will be closed for the day.

4.05 FRR will utilize the Centers for Disease Control's (CDC) Fecal Accident Response guide for the handling of fecal accidents. These accidents are dealt with on a case-by-case basis and can result in the operation of the affected Pool being suspended for a period of two to twenty-four hours depending on the nature of the accident.

4.06 In the event a Recreational Facility is closed during the season without the fault, negligence or control of FRR, this Agreement shall remain in force and effect provided, however, that if all Pools at the Lakehouse and the Lighthouse are closed because of equipment breakdown and/or necessity of repairs, and/or by order of public authority, and such closing shall continue for a period of seven (7) days or longer, the District shall pay FRR

fifty percent (50%) of the remaining contract provided for herein until the Pool at their respective locations are restored to operation and use. Should a Pool not reopen during the duration of this Agreement, the District agrees to pay FRR thirty percent (30%) of the balance remaining of this Agreement.

## ARTICLE V INSURANCE

5.01 Insurance. The Parties shall maintain insurance as follows:

5.01.1 FRR. FRR shall maintain commercial liability insurance, including insurance covering the professional liability of its Facilities Manager and lifeguards, with companies rated "A" or better by Best Insurance Guide, to protect against any liability arising out of the performance of its obligations under this Agreement. Such insurance shall be in amounts at least equal to the limits of liability of \$1,000,000 each occurrence, \$2,000,000 aggregate, and the District shall be named as an additional named insured on all such policies. FRR shall also maintain such workmen's compensation insurance as is required by Colorado law, covering its employees and agents. Five days prior to the opening date of the Recreational Facilities, FRR shall deliver to the District certificates of insurance evidencing compliance with this Section 5.01.1.

5.01.2 The District. The District shall maintain liability insurance with either (a) the Colorado Special Districts Property & Liability Pool or (b) companies rated "A" or better by Best Insurance Guide to protect against liability for existence hazards of the facilities and premises. FRR shall be named as an additional insured on all such policies. Five days prior to the opening date of the Recreational Facilities, the District shall deliver to FRR certificate (s) of insurance evidencing compliance with this Section 5.01.2.

5.02 Relationship. The parties agree that FRR is an independent contractor, with full authority and control within the constraints of this Agreement to manage and operate the Recreational Facilities, and that neither FRR nor any employee or agent of FRR is an employee of the District.

## ARTICLE VI MISCELLANEOUS PROVISIONS

6.01 Term of Agreement. This Agreement shall remain in force from the last date this Agreement is signed until October 30, 2026.

6.02 Multiple Year Contract. The parties anticipate this Agreement to last 3 seasons, however either party may terminate this Agreement on 30 days written notice prior to the second and third seasons by March 1<sup>st</sup> of each calendar year. Notwithstanding anything herein to the contrary, this Agreement is not a binding multiple-fiscal year obligation of the District and any amount payable to FRR in future years is subject annual appropriation by the District's Board of Directors in its absolute discretion.

6.03 Contract Price Adjustments. If the Colorado minimum wage increases more than five percent (5%) from the current rate upon the signing of this agreement at any time before the terms of the agreement expires, the contract amount will be increased one percent for each percent of the minimum wage increase over five percent. FRR reserves the right ninety (90) days prior to the start of seasons to increase its applicable fees by up to 15% to reflect the changes in rates paid to its employees and other cost increases not known upon the signing of this Agreement.

6.04 Amendments. This Agreement may be amended from time to time by mutual, written agreement of the Parties.

6.05 Severability. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Agreement.

6.06 Waiver. No waiver by either of the Parties of any covenant, term, condition, or agreement contained herein shall be deemed or construed as a waiver of any other covenant, term, condition, or agreement, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

6.07 Binding Effect. The covenants, obligations, terms, conditions and provisions contained herein, and all amendments hereto shall inure to the benefit of and be binding upon the heirs, personal representatives and successors of the Parties.

6.08 Assignment. Neither this Agreement, nor any of the rights, obligations, duties or authority hereunder may be assigned in whole or in part by either of the Parties. Any such attempt of assignment shall be deemed void and of no force and effect.

6.09 Enforcement of Agreement. The Parties agree and acknowledge that any dispute arising out of, or relating to this Agreement, or the interpretation or breach hereof, shall be settled in District Court for Arapahoe County.

6.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.


THIS AGREEMENT HEREBY CONSENTED TO AND SIGNED:

FRONT RANGE RECREATION, INC.

By:   
President

Dated this: 2/12/24

SOUTHSHORE METROPOLITAN DISTRICT

By:  DocuSigned by:  
885E00F1BE514B0...  
President

Dated this: 3/1/2024 | 5:57 AM PST

**Certificate Of Completion**

Envelope Id: CE5E8204BD41465EA6080FDCA29E6BB0	Status: Completed
Subject: Complete with DocuSign: Southshore Pool Contract	
Source Envelope:	
Document Pages: 11	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Sarah Luetjen
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	44 Cook Street, Suite 620
	Denver, CO 80206
	sluetjen@cegrlaw.com
	IP Address: 50.207.72.210

**Record Tracking**

Status: Original	Holder: Sarah Luetjen	Location: DocuSign
2/29/2024 8:29:04 AM	sluetjen@cegrlaw.com	

**Signer Events**

Ryan Zent  
 ryanzent@gmail.com  
 President  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 885E00F1BE514B0...  
 Signature Adoption: Drawn on Device  
 Using IP Address: 75.166.28.146  
 Signed using mobile

**Timestamp**

Sent: 2/29/2024 8:30:28 AM  
 Viewed: 3/1/2024 5:56:43 AM  
 Signed: 3/1/2024 5:57:11 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/1/2024 5:56:43 AM  
 ID: e73e4e4c-10f3-48b2-86d0-5131df29a26b

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	2/29/2024 8:30:28 AM
Certified Delivered	Security Checked	3/1/2024 5:56:43 AM
Signing Complete	Security Checked	3/1/2024 5:57:11 AM
Completed	Security Checked	3/1/2024 5:57:11 AM

Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Cockrel Ela Glesne Greher & Ruhland PC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Cockrel Ela Glesne Greher & Ruhland PC:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [sluetjen@cegrlaw.com](mailto:sluetjen@cegrlaw.com)

### **To advise Cockrel Ela Glesne Greher & Ruhland PC of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [sluetjen@cegrlaw.com](mailto:sluetjen@cegrlaw.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Cockrel Ela Glesne Greher & Ruhland PC**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [sluetjen@cegrlaw.com](mailto:sluetjen@cegrlaw.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Cockrel Ela Glesne Greher & Ruhland PC**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [sluetjen@cegrlaw.com](mailto:sluetjen@cegrlaw.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cockrel Ela Glesne Greher & Ruhland PC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cockrel Ela Glesne Greher & Ruhland PC during the course of your relationship with Cockrel Ela Glesne Greher & Ruhland PC.

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

**THIS AGREEMENT FOR SNOW REMOVAL AND PLOWING OPERATIONS** (Agreement) is dated this 12 day of February, 2024, by and between the City of Aurora, Colorado, a home rule municipal corporation (the "City"), and the Southshore Metropolitan District No. 2 Special District, a quasi-corporation and political subdivision of the State of Colorado (the "District"), collectively referred to as the "Parties."

**RECITALS**

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

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

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

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

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

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

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

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



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

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

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

### **AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

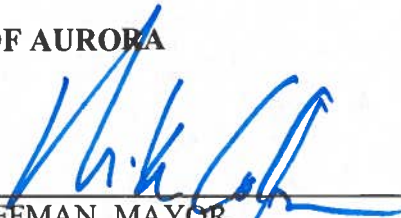
17. To the fullest extent permissible under the law of the State of Colorado, the District/HOA agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever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

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

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

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

For: CITY OF AURORA

By   
MIKE COFFMAN, MAYOR

Attested to:


  
KADEE RODRIGUEZ, CITY CLERK

Approved as to Form:

*Michelle Gardner*  
MICHELLE GARDNER, SR. ASST. CITY ATTORNEY



For: Southshore Metropolitan District No. 2

By   
VICE PRESIDENT

Attested to:

  
OFFICER OF THE DISTRICT

**EXHIBIT A**

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

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

[See attached map.]

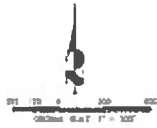
# SOUTHSHORE METROPOLITAN DISTRICT MAP

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

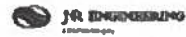


**LEGEND**

	Subdivision of land into lots
	Subdivision of land into sections
	Southshore Metropolitan District



10/16/21 only  
SOUTHSHORE METROPOLITAN DISTRICT  
JOB NO. 1573012  
01/20/2022  
SHEET 1 OF 1



19000 20th Ave - Littleton, CO 80120  
Tel: 303.761.3000

## EXHIBIT B

### General Considerations

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

### Prior to Winter Operations

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

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

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



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

During Winter Operations

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

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

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

RESOLUTION NO. R2023-161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,  
APPROVING THE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO AND  
SOUTHSHORE METROPOLITAN DISTRICT NO. 2 FOR SNOW REMOVAL AND  
PLOWING OPERATIONS ON LOCAL STREETS

WHEREAS, the City of Aurora, Colorado (the "City"), and Southshore Metropolitan District No. 2 (the "District"), collectively "the Parties", as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

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

WHEREAS, due to the necessity of the City to prioritize snow removal on City roads to best facilitate winter travel on all City roads, the City is generally unable to assign a high priority for snow removal on internal subdivision roads or other relatively lower use City roads, such as the roads described in the Agreement Between the City of Aurora, Colorado and Southshore Metropolitan District No. 2 for Snow Removal and Plowing Operations ("Agreement"); and

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

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

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

WHEREAS, the District's Board met on October 10, 2023 to request the Agreement and voted in support of the Agreement; and

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

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

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interests of the City and its citizens to authorize the execution of the Agreement.

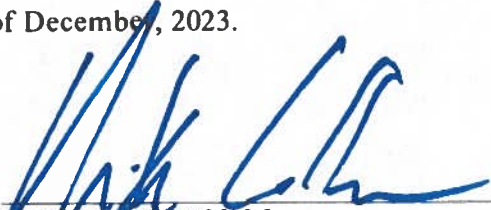
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Agreement between the City and Southshore Metropolitan District No. 2 for Snow Removal and Plowing Operations is hereby approved.



Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver the Agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this 18th day of December, 2023.

  
MIKE COFFMAN, Mayor

ATTEST:

  
KADÉE RODRIGUEZ, City Clerk  
  
CECELIA ZAPATA, Deputy City Clerk  
APPROVED AS TO FORM:



RLA

Michelle Gardner  
MICHELLE GARDNER, Sr. Assistant City Attorney

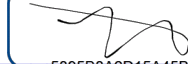
**2023 – 2029**

**SNOW AND ICE CONTROL PLAN**

**FOR**

**SOUTHSHORE METROPOLITAN DISTRICT NO. 2**

DocuSigned by:



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

*Ben Randall*

Coloradoscapes llc General manager

**OPERATOR**



1/12/2024

**CITY OF AURORA, PUBLIC WORKS**

# Table of Contents

## A. Snow Removal Objectives and Priorities

---

Statement of Objectives .....	A-1
Snow Removal Priorities .....	A-1

## B. Snow and Ice Control Operations

---

Operations Policy.....	B-1
Organizational Structure & Responsibilities .....	B-1
After the Storm .....	B-2
Winter Storm Categories.....	B-2
Equipment.....	B-3
Plowing and Treatment Operation.....	B-4
Hauling and Dumping Operations .....	B-4

## C. Personnel, Schools, and Facilities

---

HOA/SD Directors, Operator and City Staff.....	C-1
--	-----

## D. Equipment

---

Snow Removal Equipment Summary.....	D-1
-------------------------------------	-----

## E. Materials

---

Materials List .....	E-1
Material Safety Data Sheets (MSDS) .....	E-2

## F. Snow Map and Storage

---

HOA/SD Map .....	F-1
Snow Storage Locations & Owner Information .....	F-2

## G. Appendix

---

City of Aurora IGA.....	G-1
-------------------------	-----





## SECTION A

### SNOW REMOVAL OBJECTIVES AND PRIORITIES

#### STATEMENT OF OBJECTIVES

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

#### SNOW REMOVAL PRIORITIES

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

##### Priority 1: Major Arterial Streets (Red)

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

##### Priority 2: Minor Arterial and Collector Streets (Blue)

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

##### Priority 3: Secondary and Residential through Streets (Green)

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

##### Priority 4: Rural and Outlying Streets (Yellow)

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

##### Non-Priority: Residential Streets

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

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

## **SECTION B**

### **SNOW AND ICE CONTROL OPERATIONS**

#### **OPERATIONS POLICY**

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

#### **ORGANIZATIONAL STRUCTURE AND RESPONSIBILITIES**

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

#### **RESPONSIBILITIES**

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

##### **1. Homeowner's Association/Special District**

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

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

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

**2. Operator**

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

**AFTER THE STORM**

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

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

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

**WINTER STORM CATEGORIES**

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

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

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

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

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

**EQUIPMENT**

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

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

**PLOWING AND TREATMENT OPERATIONS**

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

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

#### **HAULING AND DUMPING OPERATIONS**

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

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

## **SECTION C**

### **OPERATIONAL CONTACTS**

<b><u>NAME &amp; TITLE</u></b>	<b><u>PHONE NUMBER</u></b>
Southshore Metropolitan District No. 2 David Greher	303-218-7201
ColoradoScapes, LLC Ben Randall	303-519-6432
City of Aurora Streets Division	303-326-8200

**SECTION D****SNOW REMOVAL EQUIPMENT**

DESCRIPTION	MAKE	MODEL
Includes 8ft Boss V plow w/ wings	2022 Chevrolet	2500
Includes 8ft Boss straight plow w/ wings	2022 Chevrolet	2500
Includes 12ft box sectional trip	2020 John Deere	544
Includes 8ft box trip edge	2020 John Deere	342
Spreader truck w/ boss VBX spreader	2015 Dodge	Ram 3500

**SECTION E**  
**MATERIALS**





**1. PRODUCT AND COMPANY IDENTIFICATION**

**Product Identity:** Ice Slicer® Granular Ice Melt

**Chemical Name:** Complex Chloride – Sodium Chloride, Potassium Chloride, Magnesium Chloride, Calcium Chloride

**Recommended use of the chemical and restrictions on use:** Anti-icing and de-icing

**Manufacturer:** Redmond Minerals, Inc.  
PO Box 219  
Redmond, UT 84652

**Telephone:** (435) 529-7402

**Distributor:** EnviroTech Services, Inc.  
910 54<sup>th</sup> Ave, Suite 230  
Greeley, CO 80634

**Telephone:** (970) 346-3900

**Emergency Phone: CHEMTREC: (800) 424-9300**

**SDS Date of Preparation:** 01/29/2021

**2. HAZARDS IDENTIFICATION**

**GHS Classification:**

Physical	Health	Environment
Not Hazardous	Not Hazardous	Not Hazardous

**GHS Label Elements:**

None Required

**3. COMPOSITION/INFORMATION ON INGREDIENTS**

Component	CAS No.	Amount
Sodium Chloride	7647-14-5	90-98%
Magnesium Chloride	7791-18-6	0.06-0.20%
Potassium Chloride	7447-40-7	0.20-0.40%
Calcium Chloride	10043-52-4	0.30-1.40%

#### 4. FIRST AID MEASURES

**Eye:** Flush victim's eyes with water while holding the eyelids apart. Get medical attention if irritation occurs and persists.

**Skin:** Wash skin thoroughly with soap and water. Get medical attention if irritation develops. Remove and launder clothing before reuse.

**Ingestion:** Do not induce vomiting unless directed to do so by a medical professional. Rinse mouth with water and give one glass of water to drink. Do not give liquids to an unconscious person. Get medical attention if symptoms develop.

**Inhalation:** If symptoms occur, remove victim to fresh air. If breathing is difficult or irritation persists, get medical attention.

**Most important Symptoms:** May cause slight eye irritation. Dust may cause slight respiratory tract irritation.

**Indication of immediate medical attention/special treatment:** Immediate medical attention is not required.

#### 5. FIRE FIGHTING MEASURES

**Suitable (and Unsuitable) Extinguishing Media:** Use media appropriate for surrounding fire.

**Specific hazards arising from the chemical:** Thermal decomposition may yield hydrogen chloride, halogenated compounds, and chlorine gas.

**Special Protective Equipment and Precautions for Fire-Fighting Instructions:** Firefighters should wear positive pressure self-contained breathing apparatus and full protective clothing. Aqueous solutions may cause surfaces to be extremely slippery and cause a slip hazard.

#### 6. ACCIDENTAL RELEASE MEASURES

**Personal Precautions, Protective Equipment, and Emergency Procedures:** Wear appropriate protective clothing as described in Section 8. Wash thoroughly after handling.

**Methods and Materials for Containment and Cleaning Up:** Sweep up material and collect in a suitable container for disposal. Flush spill area with water. Report releases as required by local, state, and federal authorities.

#### 7. HANDLING AND STORAGE

**Precautions for Safe Handling:** Avoid contact with the eyes, skin, and clothing. Avoid breathing dusts. Wear protective clothing and equipment as described in Section 8. Wash thoroughly with soap and water after handling. Keep containers closed when not in use.

**Conditions for Safe Storage, Including Any Incompatibilities:** Store in a cool, dry, well-ventilated area away from incompatible materials. Product may be corrosive to some metals.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

### Exposure Guidelines:

Sodium Chloride	None Established
Magnesium Chloride	None Established
Potassium Chloride	None Established
Calcium Chloride	None Established

**Engineering Controls:** Use with adequate general ventilation to minimize exposures.

**Respiratory Protection:** In operations where exposure levels are excessive, a NIOSH approved respirator with dust cartridges or supplied air respirator appropriate for the form and concentration of the contaminants should be used. Selection and use of respiratory equipment must be in accordance with OSHA 1910.134 and good industrial hygiene practice.

**Skin Protection:** Wear impervious gloves such as rubber or neoprene if needed to avoid prolonged skin contact.

**Eye Protection:** Safety glasses recommended.

**Other:** Long-sleeved clothing and long pants recommended to avoid prolonged skin contact. Suitable washing facilities should be available in the work area.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

**Appearance And Odor:** Reddish to white solid with no odor.

<b>Physical State:</b> Solid	<b>Odor Threshold:</b> Not established
<b>Vapor Density:</b> Not determined	<b>Initial Boiling Point/Range:</b> Not established
<b>Solubility In Water:</b> 92-99%	<b>Vapor Pressure:</b> Not determined
<b>Relative Density:</b> Not determined	<b>Evaporation Rate:</b> Not determined
<b>Melting/Freezing Point:</b> Not determined	<b>pH:</b> Not applicable
<b>VOC Content:</b> Not determined	<b>Octanol/Water Coefficient:</b> Not determined
<b>Solubility (other):</b> Not determined	<b>Decomposition Temperature:</b> Not determined
<b>Viscosity:</b> Not applicable	<b>Flammability (solid, gas):</b> Not flammable
<b>Flashpoint:</b> Not applicable	<b>Autoignition Temperature:</b> Not determined
<b>Flammable Limits: LEL:</b> Not determined	<b>UEL:</b> Not determined

## 10. STABILITY AND REACTIVITY

**Reactivity:** Not normally reactive

**Chemical Stability:** Stable under normal storage and handling conditions.

**Possibility of Hazardous Reactions:** None known.

**Conditions to Avoid:** None known.

**Incompatible Materials:** Strong oxidizing agents, concentrated acids, and some metals.

**Hazardous Decomposition Products:** When heated to decomposition emits hydrogen chloride, halogenated compounds, and chlorine gas.

## 11. TOXICOLOGICAL INFORMATION

### HEALTH HAZARDS:

**Ingestion:** Ingestion may cause slight irritation.

**Inhalation:** Inhalation of dusts may cause slight irritation of the nose, throat, and upper respiratory tract.

**Eye:** May cause slight irritation.

**Skin:** May cause slight irritation on prolonged or repeated contact.

**Sensitization:** This material is not known to cause sensitization.

**Chronic:** None known.

**Carcinogenicity:** None of the components is listed as a carcinogen or suspected carcinogen by IARC, NTP, or OSHA.

**Germ Cell Mutagenicity:** None currently known.

**Reproductive Toxicity:** None currently known.

### Numerical Measures of Toxicity:

No toxicity data available

## 12. ECOLOGICAL INFORMATION

**Ecotoxicity:** No data available

**Persistence and Degradability:** Biodegradation is not applicable to inorganic substances.

**Bioaccumulative Potential:** No data available

**Mobility in Soil:** No data available

**Other Adverse Effects:** None known

## 13. DISPOSAL CONSIDERATIONS

Dispose in accordance with local, state, and federal environmental regulations.

## 14. TRANSPORT INFORMATION

### DOT Hazardous Materials Description:

Proper Shipping Name: Not regulated

UN Number: None

Hazard Class/Packing Group: None

Labels Required: None

## 15. REGULATORY INFORMATION

**CERCLA:** This product is not subject to CERCLA release reporting. Many states have more stringent release reporting requirements. Report spills required under federal, state, and local regulations.

**SARA Hazard Category (311/312):** Refer to Section 2 for OSHA Hazard Classification.

**SARA 313:** This product contains the following chemicals subject to Annual Release Reporting Requirements under SARA Title III, Section 313 (40 CFR 372): None

**EPA TSCA Inventory:** All of the ingredients in this product are listed on the EPA TSCA Inventory.

### **CANADA:**

This product has been classified under the CPR and this SDS discloses information elements required by the CPR.

**Canadian CEPA:** All the components of this product are listed on the Canadian DSL.

**Canadian WHMIS Classification:** Not classified as dangerous

## 16. OTHER INFORMATION

**NFPA Rating:** Health = 0      Flammability = 0      Instability = 0  
**HMIS Rating:** Health = 1      Flammability = 0      Physical Hazard = 0

### SDS Revision History:

5/15/2014: New SDS  
1/30/2015: Updated contact phone number  
4/12/2016: Reviewed, no changes required  
7/12/2017: Reviewed, no changes required  
01/21/2021: Reviewed, no changes required

**Disclaimer:** *This Safety Data Sheet (SDS) is provided in response to customer requests to address the safe handling of the product. All statements, technical information and recommendations contained herein are the best of our knowledge, reliable and accurate. This SDS is not intended to make any representation as to how the product will perform when used for its intended purpose by a user. In that regards the product is sold "AS IS" and nothing in this SDS should be deemed to be a representation or warranty of any injury, loss, or damage, of any kind or nature, which are sustained by or arise from the use of the product. Nothing in this SDS is intended to be a representation or warranty by the manufacturer of the accuracy, safety, or usefulness for any purpose of any technical information, materials, techniques, or practices.*

*The information contained in this Safety Data Sheet is, to the best of our knowledge, accurate and reliable. This information should be provided to all individuals handling this product. Federal, state, and local regulations should be followed when handling this product.*



**MATERIAL SAFETY DATA SHEETS**

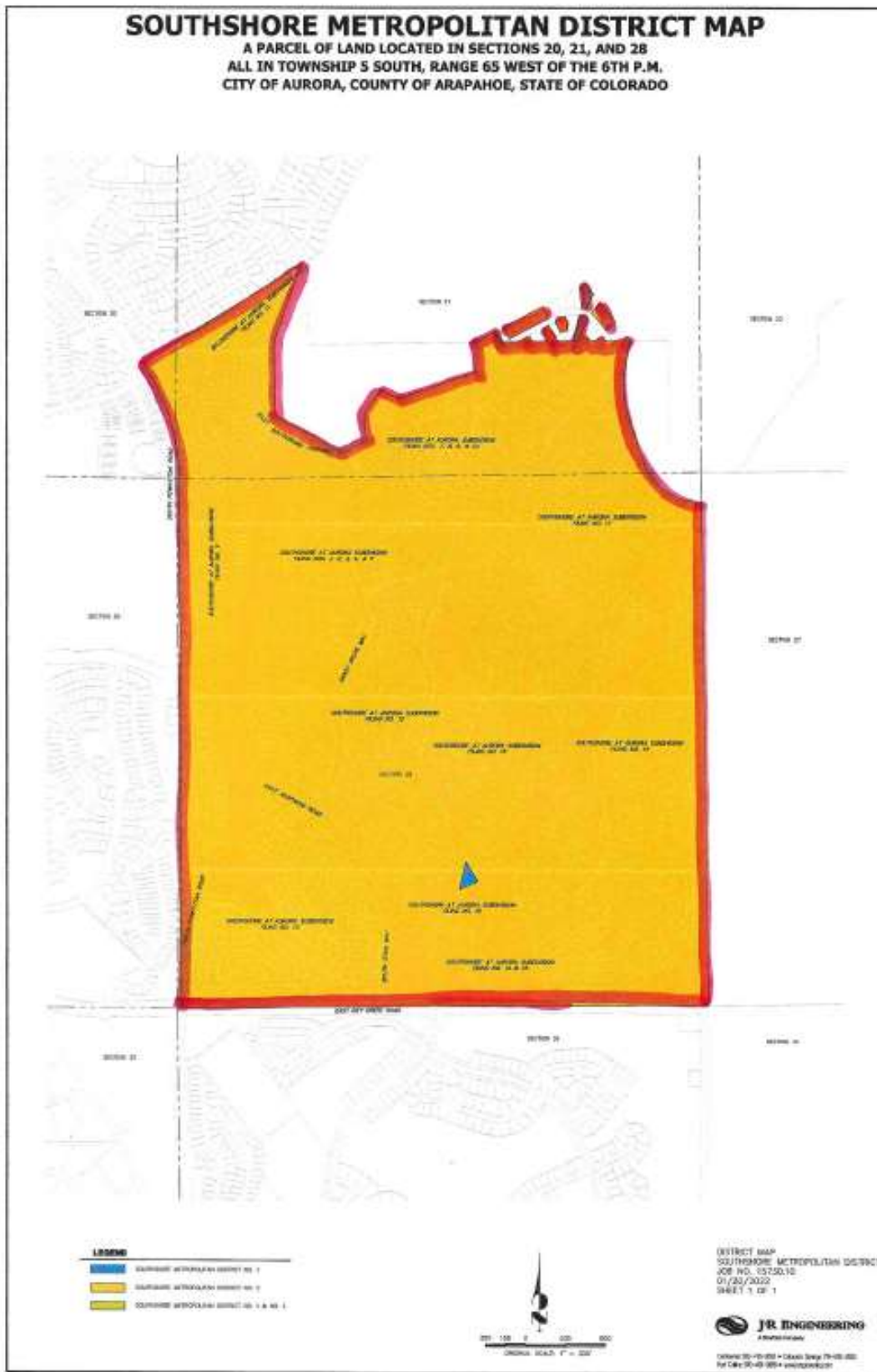
See Section E.

**SECTION F**

**SNOW MAP AND STORAGE**



## **HOA/DISTRICT SNOW MAP**



### SNOW STORAGE LOCATIONS

<u>ADDRESS</u>	<u>PROPERTY OWNER</u>	<u>CONTACT</u>
27151 E Lakeview Dr Aurora	South shore MD	
27301 E Southshore Dr Aurora	South shore MD	

**SECTION G**

**APPENDIX**

**EXHIBIT D TO 2024 ANNUAL REPORT**

2025 Fiscal Year Budget

**SOUTHSHORE METROPOLITAN DISTRICT**  
**2025**  
**BUDGET MESSAGE**

Attached please find a copy of the adopted 2025 budget for Southshore Metropolitan District.

Southshore Metropolitan District has adopted a budget for three separate funds, a General Fund to provide for the payment of operating and maintenance expenditures; a Capital Projects Fund to provide for estimated infrastructure costs that are to be built for the benefit of the district; and a Debt Service Fund to provide for payments on future general obligation bonds.

The district's accountants have utilized the modified accrual basis of accounting, and the budget has been adopted after proper postings, publications, and public hearing.

The primary sources of revenue for the district in 2025 will be facility rentals, interest income and property taxes from the imposition of a 61.646 mill levy on property within the district for 2025, of which 31.026 mills will be dedicated to the General Fund and the balance of 30.620 mills will be allocated to the Debt Service Fund.

**Southshore Metropolitan District**  
**Adopted Budget**  
**General Fund**  
**For the Year ended December 31, 2025**

	Actual <u>2023</u>	Adopted Budget <u>2024</u>	Actual <u>8/31/2024</u>	Estimate <u>2024</u>	Adopted Budget <u>2025</u>
Beginning fund balance	\$ 329,759	\$ -	\$ 1,811,611	\$ 1,811,611	\$ 2,358,116
Revenues:					
Property taxes	2,597,563	5,005,048	5,048,838	5,048,838	3,193,488
Specific ownership taxes	295,599	411,400	265,841	411,400	380,711
Facility rentals	-	-	-	40,000	95,000
Miscellaneous income	280	-	-	-	1,000
Interest income	86,279	40,000	133,887	150,000	100,000
Total revenues	<u>3,071,959</u>	<u>5,456,448</u>	<u>5,448,566</u>	<u>5,650,238</u>	<u>3,770,199</u>
Total funds available	<u>3,401,718</u>	<u>5,456,448</u>	<u>7,260,177</u>	<u>7,461,849</u>	<u>6,128,315</u>
Expenditures:					
Administrative	-	115,000	251,110	376,665	189,000
Landscaping & Maintenance	13,280	1,687,500	1,029,609	1,544,414	860,000
Landscape Maintenance contract	-	-	124,830	187,245	520,000
Repairs and maintenance/fencing	57,177	-	205,428	308,142	101,500
Facilities & Pool Operations	-	1,108,250	593,350	890,025	1,309,375
Safety & Security	20,325	100,000	64,757	97,136	155,000
Utilities	-	-	126,361	189,542	202,000
Insurance	-	90,000	109,002	109,002	140,000
Legal	50,462	50,000	165,526	218,289	100,000
Accounting	7,347	50,000	41,333	62,000	65,000
Audit	-	-	-	7,500	7,500
Engineering	15,172	-	-	-	-
Capital replacements:					
Lakehouse interior enhancements	-	-	-	-	155,000
Lakehouse pool heater	-	-	-	-	60,000
Ridge Line Trail and Dog Park	-	-	-	-	100,000
Underdrain Management	55,259	750,000	29,652	44,478	250,000
Stormwater Management	34,018	-	244,093	532,713	-
Safety & Security Enhancements	-	245,000	74,824	245,000	-
Pool Resurfacing	-	50,000	-	71,000	-
Lakehouse Deck & Railings	-	100,000	-	34,200	-
Irrigation Enhancements	3,209	100,000	-	-	-
Immediate Needs (Reserve Study)	-	300,000	-	72,068	-
Furniture, Fixture & Equipment	-	50,000	-	-	-
Sod Replacement	-	25,000	-	-	-
Architect and Engineering Expenses	-	30,000	21,170	31,755	50,000
Miscellaneous	893	-	6,795	6,795	-
Treasurer fees	38,984	75,076	75,766	75,766	47,902
Transfer to District No. 1	1,293,981	-	-	-	-
Reserves for asset replacement	-	385,099	-	-	1,688,107
Emergency reserve (3%)	-	145,523	-	-	127,931
Total expenditures	<u>1,590,107</u>	<u>5,456,448</u>	<u>3,163,606</u>	<u>5,103,733</u>	<u>6,128,315</u>
Ending fund balance	\$ 1,811,611	\$ -	\$ 4,096,571	\$ 2,358,116	\$ -
Assessed valuation		<u>\$ 99,492,078</u>			<u>\$ 102,929,416</u>
Mill Levy		<u>50.306</u>			<u>35.271</u>
Temporary mill levy reduction					<u>(4.245)</u>
Mill Levy					<u>31.026</u>

**Southshore Metropolitan District  
Adopted Budget  
Capital Projects Fund  
For the Year ended December 31, 2025**

	Actual <u>2023</u>	Adopted Budget <u>2024</u>	Actual <u>8/31/2024</u>	Amended <u>2024</u>	Adopted Budget <u>2025</u>
Beginning fund balance	\$ 3,909	\$ -	\$ 684	\$ 684	\$ -
Revenues:					
Developer contributions	-	-	-	-	-
Reimbursements from other governments	-	-	-	-	180,000
Interest income	55	-	-	23	10,000
	<u>55</u>	<u>-</u>	<u>-</u>	<u>23</u>	<u>190,000</u>
Total revenues	<u>55</u>	<u>-</u>	<u>-</u>	<u>23</u>	<u>190,000</u>
Total funds available	<u>3,964</u>	<u>-</u>	<u>684</u>	<u>707</u>	<u>190,000</u>
Expenditures:					
Capital outlay	-	-	-	-	190,000
Transfer to General fund	3,280	-	-	-	-
Transfer to Debt Service	-	-	-	707	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>707</u>	<u>-</u>
Total expenditures	<u>3,280</u>	<u>-</u>	<u>-</u>	<u>707</u>	<u>190,000</u>
Ending fund balance	<u>\$ 684</u>	<u>\$ -</u>	<u>\$ 684</u>	<u>\$ -</u>	<u>\$ -</u>



**Southshore Metropolitan District**  
**Adopted Budget**  
**Debt Service Fund**  
**For the Year ended December 31, 2025**

	Actual 2023	Adopted Budget 2024	Actual 8/31/2024	Estimate 2024	Adopted Budget 2025
Beginning fund balance	\$ 4,930,812	\$ 4,018,840	\$ 4,282,900	\$ 4,282,900	\$ 3,172,843
Revenues:					
Property taxes	1,875,698	1,873,038	1,889,480	1,891,475	3,151,699
System development fees (25*2500)	262,500	62,500	145,000	145,000	-
Transfer from Capital Projects	-	-	-	707	-
Interest income	<u>293,807</u>	<u>285,250</u>	<u>162,070</u>	<u>185,000</u>	<u>118,991</u>
Total revenues	<u>2,432,005</u>	<u>2,220,788</u>	<u>2,196,550</u>	<u>2,222,182</u>	<u>3,270,690</u>
Total funds available	<u>7,362,817</u>	<u>6,239,628</u>	<u>6,479,450</u>	<u>6,505,082</u>	<u>6,443,533</u>
Expenditures:					
Bond principal - Series 2020 A-1	1,170,000	1,230,000	-	1,230,000	1,260,000
Bond interest - Series 2020 A-1	585,716	560,093	280,046	560,093	533,156
Bond principal - Series 2020 A-2	-	-	-	-	-
Bond interest - Series 2020 A-2	511,200	511,200	255,600	511,200	511,200
Bond principal - Series 2020 B	-	215,000	-	215,000	405,000
Bond interest - Series 2020 B	777,850	777,850	-	777,850	769,513
Treasurer's fees	28,150	28,096	28,355	28,096	47,275
Trustee / paying agent fees	<u>7,000</u>	<u>10,000</u>	<u>7,000</u>	<u>10,000</u>	<u>10,000</u>
Total expenditures	<u>3,079,916</u>	<u>3,332,239</u>	<u>571,001</u>	<u>3,332,239</u>	<u>3,536,144</u>
Ending fund balance	<u>\$ 4,282,901</u>	<u>\$ 2,907,389</u>	<u>\$ 5,908,449</u>	<u>\$ 3,172,843</u>	<u>\$ 2,907,389</u>
Assessed valuation		<u>\$ 99,492,078</u>			<u>\$ 102,929,416</u>
Mill Levy		<u>18.826</u>			<u>30.620</u>
Total Mill Levy		<u>69.132</u>			<u>61.646</u>
Reserve Fund - Series 2020B		1,828,898			1,828,898
Surplus Fund - Series 2020A-1 & A-2		<u>1,078,491</u>			<u>1,078,491</u>
		<u>2,907,389</u>			<u>2,907,389</u>

**EXHIBIT E TO 2024 ANNUAL REPORT**

Facilities and Improvements Constructed by the District

	Projected	Year-End Actual	Variance
Assessed value of taxable property within the District	\$97,447,764	\$99,492,078	(\$2,044,314)
Total acreage of property within the District	813	813	\$0
District's indebtedness:			
General Obligation	\$23,569,000	\$56,085,000	(\$32,516,000)
Other	\$0	\$0	\$0
District's debt service:			
General Obligation	\$2,926,500	\$3,294,143	(\$367,643)
Other	\$0	\$0	\$0
District's tax revenue	\$3,707,601	**	**
Other revenues of the District	\$34,456	**	**
Public improvements expenditures	\$0	**	**
Other District expenditures	\$749,010	**	**

\*\*This data is not yet available and will be forwarded to the City upon completion.