

**NOTICE OF REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF  
SOUTHSHORE METROPOLITAN DISTRICT**

NOTICE IS HEREBY GIVEN that a regular meeting of the Board of Directors (the “**Board**”) of the Southshore Metropolitan District (the “**District**”), City of Aurora, Arapahoe County, Colorado, has been scheduled for 6:00 p.m. on Tuesday, November 12, 2024, via Zoom:

<https://us02web.zoom.us/j/83642455537>

Or join by phone:  
(719) 359-4580

Webinar ID: 836 4245 5537

---

Ryan Zent, President	May 2027
Kevin Stadler, Vice President/Secretary/Treasurer	May 2027
Jeffrey Bergeon, Vice President/Assistant Secretary/Treasurer	May 2027
Kevin Chan, Vice President/Assistant Secretary/Treasurer	May 2025
Colette Palmer, Vice President/Assistant Secretary/Treasurer	May 2025

---

**AGENDA**

1. Disclosures of any potential conflicts of interest.
2. Consideration of Agenda. **The Accountant’s Report will not begin until 6:30 p.m. See note in Agenda Item 5(a), below.**
3. Executive Session under Section 24-6-402(4)(b), C.R.S., to confer with District Counsel to obtain legal advice regarding recent legislation, budget laws, financial matters and street parking issues.
4. Possible action on matters discussed in Executive Session.
5. Accountant’s Report.
  - (a) Review of September 30, 2024 unaudited financial statements and claims payable. **Note: to avoid duplicative presentation of the unaudited financial statements and to reduce district costs, discussion of this topic will not begin until after 6:30 p.m. (being the earliest starting time of the Board’s annual meeting) so that members of the public who are only interested in the annual meeting are ensured the ability to hear this information.**

- (b) Public Hearing on 2024 Amended Budget; and consideration of Resolution to Amend 2024 Budget.
  - (c) Public Hearing on 2025 Budget; and consideration of Resolution to Approve Budget, Appropriate Funds and Certify Mill Levies.
  - (d) Discuss collection of amounts receivable from PayPal, checks and HoA.
  - (e) Consider approval of 2024 Reserve Transfer Agreement with Southshore Master Association, Inc
  - (f) Review and ratify engagement of Wipfli to conduct 2024 audit.
  - (g) Acknowledge resignation of Simmons & Wheeler as District accountant and consider selection of replacement firm (may be moved to Item 8, below).
6. District Committees.
- (a) Approve and/or ratify appointment of Committee members, if necessary.
  - (b) Finance Committee Report and Consent Agenda recommendations.
  - (c) Facilities Committee Report and Consent Agenda recommendations.
    - (i) Make recommendation regarding Southshore Swim Team.
    - (ii) Make recommendation regarding Facilities Rental Agreement
  - (d) Landscape Committee Report and Consent Agenda recommendations.
  - (e) Communications Committee Report and Consent Agenda recommendations.
    - (i) Update on community survey.
7. Consent Agenda.
- (a) October 8, 2024 Regular Meeting Minutes
  - (b) Management Trust Report and Expenditures, Action Items:
    - (i) Approval of Eyeclik proposal - interactive projector in the amount not to exceed \$2,695 annually.
    - (ii) Approval of Custom Decks proposal – deck, stairs and railing replacement in the amount of \$159,332,30.
    - (iii) Approval of RTC Restoration & Renovation proposal - deck, stairs and railing replacement in the amount of \$107,688.75
    - (iv) Review of 5280 Restoration proposal - deck, stairs and railing replacement.
    - (v) Approval of Custom Decks proposal – deck assessment in the amount of \$2,000.
    - (vi) Approval of Oyster Digital proposal – repair of Lakehouse network cable in the amount of \$2,800.
    - (vii) Approval of LMI Colorado proposal – repair of damaged lights in the amount of \$5,738.25
    - (viii) Approval of Cintas proposal – troubleshoot notification circuit faults in the amount of \$670.
    - (ix) Approval of Brandon Painting proposal – Lakehouse interior painting in the amount of \$42,500.
    - (x) Approval of Convurt Trends proposal – Lakehouse interior painting in the amount of \$41,470.

(xi) Approval of L&L Exterior cleaning proposal – Lakehouse interior painting in the amount of \$40,000.

(xii) Approval of Vandre Electric proposal – replacing yoga room light fixtures in the amount of \$4,984.

(xiii) Approval of Security Central proposal – Lakehouse and Lighthouse Bluetooth readers, elevator key card access panel in an amount of \$9,156.89 (Lakehouse) and \$10,183.18 (Lighthouse).

(c) Cox Landscaping Report and Expenditures, Action Items

(i) Approval of Cox Landscaping proposal – large owl nesting box in the amount of \$6,420.

(ii) Approval of Cox Landscaping proposal – dead trees and plants in the amount of \$22,200.

(iii) Approval of Cox Landscaping proposal – Lakehouse common area landscape the amount of \$9,622.

(iv) Approval of Cox Landscaping proposal – sidewalk drains in the amount of \$11,640.

(d) Metropolitan District Public Safety Group Report and Expenditures, Action Items (if necessary)

8. Updates and decision items:

(a) Swim Team.

(b) Facilities Rental Agreement.

(c) Discuss snow removal process.

(d) JR Engineering Report and Expenditures, Action Items:

(i) Pond Maintenance Update.

(ii) Underdrain maintenance construction update.

9. Legal Report, Action Items:

(a) Approve waiver of Workers' Compensation Insurance for Uncompensated Members of the Board of the Directors.

(b) Adopt Resolution Calling May 2025 Election.

(c) Discuss Highstreet TCW Risk Management proposal regarding District's property and liability insurance risk management.

(d) Discuss District website compliance and consider hiring contractor.

10. Other Contracts for Approval, if necessary.

11. Public Comment. *Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three minutes per person and the public comment portion of this meeting will not exceed 30 minutes. The Board is not required to respond to or discuss public comments. No action will be taken at this Meeting on public comments unless on this Agenda.*

12. Discuss District force pooling options and consider possible engagement of special counsel.



Southshore Metropolitan District  
Financial Statements  
September 30, 2024

ACCOUNTANT'S COMPILATION REPORT

Board of Directors  
Southshore Metropolitan District

Management is responsible for the accompanying financial statements of each major fund of Southshore Metropolitan District, as of and for the period ended September 30, 2024, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the nine months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

The Monthly Budget Comparison is provided for additional analysis, we did not audit or review this additional statement, nor were we required to perform any procedures to verify the accuracy of this schedule.

We are not independent with respect to Southshore Metropolitan District because we performed certain accounting services that impaired our independence.

*Simmons & Wheeler P.C.*

November 8, 2024  
Englewood, Colorado

Southshore Metropolitan District  
Balance Sheet - Governmental Funds and Account Groups  
September 30, 2024

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Total All Funds</u>	<u>Account Groups</u>
<b>Assets:</b>				
<b>Current assets</b>				
Cash and investments	\$ 3,908,105	\$ 1,222,867	\$ 5,130,972	\$ -
Cash and investments - restricted	-	4,706,329	4,706,329	-
Cash with county treasurer	<u>44,405</u>	<u>5,479</u>	<u>49,884</u>	<u>-</u>
	<u>3,952,510</u>	<u>5,934,675</u>	<u>9,887,185</u>	<u>-</u>
<b>Other assets</b>				
Capital improvements	-	-	-	18,423,513
Amount available in debt service fund	-	-	-	5,934,675
Amount to be provided for retirement of debt	<u>-</u>	<u>-</u>	<u>-</u>	<u>51,595,325</u>
	<u>-</u>	<u>-</u>	<u>-</u>	<u>75,953,513</u>
	<u>\$ 3,952,510</u>	<u>\$ 5,934,675</u>	<u>\$ 85,840,698</u>	<u>\$ 75,953,513</u>
<b>Liabilities:</b>				
<b>Current liabilities</b>				
Accounts payable	\$ 222,317	\$ -	\$ 222,317	\$ -
	<u>222,317</u>	<u>-</u>	<u>214,589</u>	<u>-</u>
Bonds Payable - Series 2020A-1	-	-	-	25,575,000
Bonds Payable - Series 2020A-2	-	-	-	12,780,000
Bonds Payable - Series 2020B	<u>-</u>	<u>-</u>	<u>-</u>	<u>19,175,000</u>
Total liabilities	<u>222,317</u>	<u>-</u>	<u>222,317</u>	<u>57,530,000</u>
<b>Fund Equity:</b>				
Investment in capital improvements				18,423,513
<b>Fund balance:</b>				
<b>Restricted:</b>				
Emergencies	145,523	-	145,523	-
Debt service	-	5,934,675	5,934,675	-
Capital projects	-	-	-	-
Unrestricted	<u>3,584,670</u>	<u>-</u>	<u>3,584,670</u>	<u>-</u>
	<u>3,730,193</u>	<u>5,934,675</u>	<u>28,096,109</u>	<u>18,423,513</u>
	<u>\$ 3,952,510</u>	<u>\$ 5,934,675</u>	<u>\$ 85,840,698</u>	<u>\$ 75,953,513</u>

Southshore Metropolitan District  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Budget and Actual  
For the Nine Months Ended September 30, 2024  
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>Revenues</b>			
Property taxes	\$ 5,005,048	\$ 5,062,491	\$ 57,443
Specific ownership taxes	411,400	296,136	(115,264)
Interest income	40,000	156,236	116,236
	<u>5,456,448</u>	<u>5,514,863</u>	<u>58,415</u>
<b>Expenditures</b>			
District Management	115,000	258,110	(143,110)
Engineering	-	23,616	(23,616)
Landscaping & Maintenance	1,687,500	1,030,637	656,863
Landscape Maintenance contract	-	166,440	(166,440)
Facilities & Pool Operations	1,108,250	761,157	347,093
Safety & Security	100,000	86,232	13,768
Repairs & Maintenance	-	306,420	(306,420)
Utilities	-	174,403	(174,403)
Insurance	90,000	109,002	(19,002)
Legal	50,000	173,254	(123,254)
Accounting / Audit	50,000	46,472	3,528
Capital replacements:			
Underdrain/Stormwater Management	750,000	302,172	447,828
Safety & Security Enhancements	245,000	74,824	170,176
Pool Resurfacing	50,000	-	50,000
Lakehouse Deck & Railings	100,000	-	100,000
Irrigation Enhancements	100,000	-	100,000
Immediate Needs (Reserve Study)	300,000	-	300,000
Furniture, Fixture & Equipment	50,000	-	50,000
Sod Replacement	25,000	-	25,000
Architect & Engineering Expenses	30,000	-	30,000
Miscellaneous	-	7,562	(7,562)
Treasurer fees	75,076	75,981	(905)
Reserves	385,099	-	385,099
Emergency reserve (3%)	145,523	-	145,523
	<u>5,456,448</u>	<u>3,596,282</u>	<u>1,860,166</u>
Excess (deficiency) of revenues over expenditures	-	1,918,581	1,918,581
Fund balance - beginning	<u>243,266</u>	<u>1,811,612</u>	<u>1,568,346</u>
Fund balance - ending	<u>\$ 243,266</u>	<u>\$ 3,730,193</u>	<u>\$ 3,486,927</u>

Southshore Metropolitan District  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Budget and Actual  
For the Nine Months Ended September 30, 2024  
Debt Service Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
<b>Revenues</b>			
Property taxes	\$ 1,891,472	\$ 1,894,723	\$ 3,251
System development fees	62,500	145,000	82,500
Interest income	<u>10,000</u>	<u>182,431</u>	<u>172,431</u>
	<u>1,963,972</u>	<u>2,222,154</u>	<u>258,182</u>
<b>Expenditures</b>			
Bond principal - 2020 A-1	1,230,000	-	1,230,000
Bond interest - 2020 A-1	560,093	280,046	280,047
Bond interest - 2020 A-2	511,200	255,600	255,600
Bond principal - 2020 B	215,000	-	215,000
Bond interest - 2020 B	777,850	-	777,850
Treasurer's fee	28,096	28,438	(342)
Trustee / paying agent fees	<u>10,000</u>	<u>7,000</u>	<u>3,000</u>
	<u>3,332,239</u>	<u>571,084</u>	<u>2,761,155</u>
Excess (deficiency) of revenues over expenditures	(1,368,267)	1,651,070	3,019,337
<b>Other Financing Sources (Uses)</b>			
Transfer (to) from other funds	<u>-</u>	<u>705</u>	<u>705</u>
Total other financing sources (uses)	<u>-</u>	<u>705</u>	<u>705</u>
Excess (deficiency) of revenues and other sources over expenditures and other uses	(1,368,267)	1,651,775	3,020,042
Fund balance - beginning	<u>4,803,203</u>	<u>4,282,900</u>	<u>(520,303)</u>
Fund balance - ending	<u>\$ 3,434,936</u>	<u>\$ 5,934,675</u>	<u>\$ 2,499,739</u>

Southshore Metropolitan District  
Statement of Revenues, Expenditures and Changes in Fund Balance  
Budget and Actual  
For the Nine Months Ended September 30, 2024  
Capital Projects Fund

See Accountant's Compilation Report

	<u>Amended Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Interest	\$ -	\$ 21	\$ 21
	<u>-</u>	<u>21</u>	<u>21</u>
Expenditures			
Transfer to District 1	<u>-</u>	<u>-</u>	<u>-</u>
	<u>-</u>	<u>-</u>	<u>-</u>
Excess (deficiency) of revenues over expenditures	-	21	21
Other Financing Sources (Uses)			
Transfer (to) from other funds	<u>-</u>	<u>(705)</u>	<u>(705)</u>
Total other financing sources (uses)	<u>-</u>	<u>(705)</u>	<u>(705)</u>
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	(684)	(684)
Fund balance - beginning	<u>-</u>	<u>684</u>	<u>684</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Southshore Metropolitan District  
Statement of Revenues, Expenditures and Changes in Fund Balance  
For the Nine Months Ended September 30, 2024  
General Fund

See Accountant's Compilation Report

	Monthly Budget	Monthly Actual	Monthly Variance	Year to Date Budget	Year to Date Actual	Year to Date Variance	Year to Date Variance %	Annual Budget
<b>Revenues</b>								
Property taxes	\$ 5,005,048	\$ 5,062,491	\$ 57,443	\$ 5,005,048	\$ 5,062,491	\$ 57,443	1.13%	\$ 5,005,048
Specific ownership taxes	34,283	30,295	(3,988)	308,550	296,136	(12,414)	-4.19%	411,400
Interest income	3,333	22,349	19,016	30,000	156,236	126,236	80.80%	40,000
	<u>5,042,665</u>	<u>5,115,135</u>	<u>72,470</u>	<u>5,343,598</u>	<u>5,514,863</u>	<u>171,265</u>	<u>-3.11%</u>	<u>5,456,448</u>
<b>Expenditures</b>								
District Management	9,583	7,000	2,583	86,250	258,110	(171,860)	-66.58%	115,000
Engineering	-	2,446	(2,446)	-	23,616	(23,616)	-100.00%	-
Landscaping & Maintenance	140,625	1,028	139,597	1,265,625	1,030,637	234,988	22.80%	1,687,500
Landscape Maintenance contract	-	41,610	(41,610)	-	166,440	(166,440)	-100.00%	-
Facilities & Pool Operations	92,354	167,807	(75,453)	831,188	761,157	70,031	9.20%	1,108,250
Safety & Security	8,333	21,475	(13,142)	75,000	86,232	(11,232)	-13.03%	100,000
Repairs & Maintenance	-	100,992	(100,992)	-	306,420	(306,420)	-100.00%	-
Utilities	-	48,042	(48,042)	-	174,403	(174,403)	-100.00%	-
Insurance	7,500	-	7,500	90,000	109,002	(19,002)	-17.43%	90,000
Legal	4,167	7,728	(3,561)	37,500	173,254	(135,754)	-78.36%	50,000
Accounting / Audit	4,167	5,139	(972)	37,500	46,472	(8,972)	-19.31%	50,000
<b>Capital replacements:</b>								
Underdrain/Stormwater Management	62,500	28,427	34,073	562,500	302,172	260,328	86.15%	750,000
Safety & Security Enhancements	20,417	-	20,417	183,750	74,824	108,926	-	245,000
Pool Resurfacing	4,167	-	4,167	37,500	-	37,500	-	50,000
Lakehouse Deck & Railings	8,333	-	8,333	75,000	-	75,000	-	100,000
Irrigation Enhancements	8,333	-	8,333	75,000	-	75,000	-	100,000
Immediate Needs (Reserve Study)	25,000	-	25,000	225,000	-	225,000	-	300,000
Furniture, Fixture & Equipment	4,167	-	4,167	37,500	-	37,500	-	50,000
Sod Replacement	2,083	-	2,083	18,750	-	18,750	-	25,000
Architect & Engineering Expenses	2,500	-	2,500	22,500	-	22,500	-	30,000
Miscellaneous	-	767	(767)	-	7,562	(7,562)	-100.00%	-
Treasurer fees	6,256	215	6,041	75,076	75,981	(905)	-1.19%	75,076
Reserves	32,092	-	32,092	385,099	-	385,099	-	385,099
Emergency reserve (3%)	12,127	-	12,127	145,523	-	145,523	-	145,523
	<u>454,704</u>	<u>432,676</u>	<u>22,028</u>	<u>4,266,261</u>	<u>3,596,282</u>	<u>669,979</u>	<u>18.63%</u>	<u>5,456,448</u>
Excess (deficiency) of revenues over expenditures	4,587,961	4,682,459	50,442	1,077,338	1,918,581	(498,714)	-43.85%	-
Fund balance - beginning	<u>243,266</u>	<u>1,811,612</u>	<u>1,811,612</u>	<u>243,266</u>	<u>1,811,612</u>	<u>1,793,904</u>	<u>-86.57%</u>	<u>243,266</u>
Fund balance - ending	<u>\$ 4,831,227</u>	<u>\$ 6,494,071</u>	<u>\$ 1,862,054</u>	<u>\$ 1,320,604</u>	<u>\$ 3,730,193</u>	<u>\$ 1,295,190</u>	<u>-64.60%</u>	<u>\$ 243,266</u>

**Southshore Metropolitan District**  
**Invoices to be approved - 11.12.2024 Meeting**

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Description</u>	<u>Amount</u>
American Eagle Protective Services	111	10/10/2024	10 Events Lakehouse/Lighthouse	\$ 1,462.50
AMS	1384633	5/22/2024	05/22 Check	1,280.00
AMS	1387230	6/18/2024	06/18 Check	453.75
AMS	1391328	7/17/2024	07/17 Check	1,280.00
AMS	1395171	8/1/2024	08/01 Check	556.00
AMS	1400130	9/10/2024	09/10 Check	556.00
Andiamo Brew	INV-000037	10/8/2024	1 1/6 bbl of Piccolito	90.00
Andiamo Brew	INV-000039	10/22/2024	1 1/6 bbl of Piccolito	270.00
Aurora Colorado Locksmith 247	024	10/3/2024	Rekey locks	215.00
Carli Evermore	32	10/2/2024	09 Fitness Classes	225.00
CenturyLink	10 25 24	10/25/2024	10 Telephone	72.32
CenturyLink	333263834	10/8/2024	09 Telephone	205.28
Cintas Fire Protection	5215548058	6/11/2024	06/11 Inspection	754.71
Cintas Fire Protection	5223525186	8/2/2024	08/02 Inspection	314.35
CMS Environmental Solutions, LLC	2014325	8/1/2024	08 Inspection F14 Trail	460.00
CMS Environmental Solutions, LLC	2017731	9/1/2024	09 Inspection F14 Trail	265.00
CMS Environmental Solutions, LLC	2020199	10/1/2024	10 Inspection F14 Trail	265.00
Co Spec Dist Prop & Liab Pool	60600	10/22/2024	2025 Liability Insurance	123,297.00
Cockrel Ela Glesne Greher & Ruhland	09 30 24	9/30/2024	09 Legal Services	7,728.00
Cockrel Ela Glesne Greher & Ruhland	10 31 24	10/31/2024	10 Legal Services	19,022.15
Comcast Business	84972024500189697	9/21/2024	10 Internet Lakehouse	650.86
Comcast Business	8497202450226514	10/18/2024	10 Internet Lakehouse	614.48
Comcast Business	9497202450018705	9/21/2024	10 Internet Lakehouse	276.41
Consolidated Divisions, Inc.	Pay App 2	7/10/2024	Pond Maintenance	10,512.50
Copper Kettle Brewing Company	2660	10/22/2024	Modification for Kegerator	300.00
Cox Professional Landscape Services	42480-8	11/1/2024	11/01 Maintenance	41,610.00
Cox Professional Landscape Services	43044-5	11/1/2024	11/01 Pond Maintenance	3,200.00
Cox Professional Landscape Services	43434	10/14/2024	Ridge Park Drain - Final Pymt	1,940.00
Cox Professional Landscape Services	43553	9/26/2024	09/26 Irrigation	1,263.75
Cox Professional Landscape Services	43571	9/25/2024	09/25 Irrigation	966.15
Cox Professional Landscape Services	43575	9/25/2024	09/25 Irrigation	930.20
Cox Professional Landscape Services	43580	9/26/2024	09/26 Irrigation	683.20
Cox Professional Landscape Services	43581	9/26/2024	09/26 Irrigation	503.00
Cox Professional Landscape Services	43583	9/30/2024	09/30 Irrigation	764.00
Cox Professional Landscape Services	43587	9/30/2024	09/30 Irrigation	1,510.75
Cox Professional Landscape Services	43592	10/10/2024	10/10 General Labor	1,446.00
Cox Professional Landscape Services	43594	9/30/2024	09/30 Trash Bags	2,342.50
Cox Professional Landscape Services	43600	10/1/2024	10/01 Irrigation	1,103.35
Cox Professional Landscape Services	43603	10/2/2024	10/02 Irrigation	956.25
Cox Professional Landscape Services	43604	10/3/2024	10 General Labor	210.00
Cox Professional Landscape Services	43605	10/2/2024	10/03 Irrigation	1,027.25
Cox Professional Landscape Services	43613	9/28/2024	09/28 Irrigation	1,330.14
Cox Professional Landscape Services	43615	9/29/2024	09/29 Irrigation	1,324.00
Cox Professional Landscape Services	43618	10/3/2024	10 General Labor	430.00
Cox Professional Landscape Services	43619	10/3/2024	10 General Labor	120.00
Cox Professional Landscape Services	43626	10/3/2024	10/03 Irrigation	998.40
Cox Professional Landscape Services	43628	10/3/2024	10/03 Irrigation	741.40
Cox Professional Landscape Services	43630	10/4/2024	10/04 Irrigation	937.10
Cox Professional Landscape Services	43631	10/7/2024	10/07 Irrigation	1,200.10
Cox Professional Landscape Services	43639	10/22/2024	Flg 14 BMP Removal	2,580.00
Cox Professional Landscape Services	43640	10/5/2024	10/05 Irrigation	1,094.05
Cox Professional Landscape Services	43641	10/6/2024	10/06 Irrigation	1,034.00
Cox Professional Landscape Services	43643	10/9/2024	10/9 Irrigation repairs	1,259.50
Cox Professional Landscape Services	43649	10/10/2024	10/10 Irrigation repairs	1,077.20
Cox Professional Landscape Services	43652	10/11/2024	10/11 Irrigation repairs	1,200.70
Cox Professional Landscape Services	43655	10/10/2024	10/10 Irrigation repairs	1,148.30
Cox Professional Landscape Services	43658	10/12/2024	10/12 Irrigation repairs	812.20
Cox Professional Landscape Services	43659	10/13/2024	10/13 Irrigation repairs	741.40

**Southshore Metropolitan District**  
**Invoices to be approved - 11.12.2024 Meeting**

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Description</u>	<u>Amount</u>
Cox Professional Landscape Services	43662	10/15/2024	10/15 Irrigation repairs	710.30
Cox Professional Landscape Services	43663	10/14/2024	10/15 Irrigation repairs	1,241.85
Cox Professional Landscape Services	43670	10/17/2024	Playground Maintenance - Mulch	600.00
Cox Professional Landscape Services	43674	10/22/2024	Remove tubing	335.00
Cox Professional Landscape Services	43676	10/18/2024	10/18 Irrigation repairs	1,157.35
Cox Professional Landscape Services	43679	10/21/2024	10/21 irrigation	574.15
Cox Professional Landscape Services	43680	10/21/2024	10/21 Irrigation	460.00
Cox Professional Landscape Services	43682	10/22/2024	10/22 irrigation	640.00
Cox Professional Landscape Services	43684	11/25/2024	2024 SPINNAKER Park Drain 1/2 DEPOSIT AMOUNT (50.0%)	2,684.75
Cox Professional Landscape Services	43685	10/23/2024	10/23 irrigation	1,334.00
Cox Professional Landscape Services	43691	10/21/2024	10/21 irrigation	455.00
Cox Professional Landscape Services	43735	11/4/2024	11/04 General Labor	240.00
Cox Professional Landscape Services	43737	10/30/2024	10/30 Ice Melt Bucket	100.00
Cox Professional Landscape Services	43739	10/30/2024	10/30 General Labor	180.00
Custom Fence & Supply, Inc.	329012	10/18/2024	HVAC Enclosures	8,129.00
Custom Flag Co.	13347	10/21/2024	Quarterly flag change out.	614.00
Cynthia Waller	00020	10/15/2024	09 Fitness Class	200.00
Dance-Fit LLC	OCTOBER2024	11/1/2024	10 Classes	390.00
Denco Gutters & Exteriors	1130	10/22/2024	Commercial Gutter cleaning	4,030.00
Earnweald Consulting Services, LLC	SSMD-2024-63	9/30/2024	09 District Engineer	1,190.00
Elevator Technicians LLC	13310	10/10/2024	10 Repair	570.00
Front Range Recreation, Inc.	14963	10/1/2024	10 Rec Centers Management	14,600.00
Front Range Recreation, Inc.	14978	10/11/2024	10 Rec Centers Management	49,700.00
Front Range Recreation, Inc.	14992	10/14/2024	10 Rec Centers Management	7,100.00
Front Range Recreation, Inc.	15020	10/25/2024	10 Rec Centers Management	1,272.00
Front Range Recreation, Inc.	15026	10/28/2024	10 Rec Centers Management	1,725.00
Front Range Recreation, Inc.	15027	10/30/2024	10 Rec Centers Management	3,550.00
Front Range Recreation, Inc.	15046	11/8/2024	Lakehouse Installed board insulation on pump room	181.94
Hernan Buenfil	08 20 24	7/24/2024	8.20.2024 Expense Report	435.96
Hernan Buenfil	08 20 24	8/20/2024	Reimbursement	435.96
Hernan Buenfil	10 07 24	10/7/2024	Ram Jack	2,972.42
Hernan Buenfil	10 07 24	10/7/2024	Reimbursement	1,451.77
Hernan Buenfil	10 07 24	10/7/2024	Reimbursement	1,451.77
Hernan Buenfil	10 08 24	10/8/2024	Coaches for holiday event	1,224.25
Hernan Buenfil	10 11 24	10/10/2024	Storage for pool equipment	3,922.00
Hernan Buenfil	10 18 24	10/18/2024	Supplies - clubhouse	338.50
Hernan Buenfil	10 18 24	10/18/2024	Reimbursement	855.00
Hernan Buenfil	10 18 24	10/18/2024	Reimbursement	855.00
Hernan Buenfil	10134	10/18/2024	Reimbursement	1,494.14
IPourlt	18587	4/30/2024	04 Beer fee	120.00
IPourlt	18852	5/31/2024	05 Beer fee	120.00
IPourlt	19356	7/31/2024	07 Beer fee	120.00
IPourlt	19611	8/31/2024	08 Beer fee	120.00
IPourlt	19871	9/30/2024	09 Beer fee	120.00
J. R. Engineering, LLC	85291	9/30/2024	09 Underdrain Maintenance Program	2,320.00
J. R. Engineering, LLC	85292	9/30/2024	09 Underdrain Maintenance Program	1,740.00
J. R. Engineering, LLC	85369	10/22/2024	10 Sports Complex	4,328.87
J. R. Engineering, LLC	85512	10/31/2024	10 Sports Complex	693.75
Jason Keith Cline	142631	10/30/2024	10 Fitness Classes	1,160.00
Kerwin	24481370	7/17/2024	Repair leak - pipe pool heater	995.00
Kerwin	24633687	7/31/2024	Repair leak - pipe pool heater	515.00
Kerwin	25159634	9/25/2024	Repair leak - pipe pool heater	780.00
Laura Fielding	10 30 24	10/30/2024	10 Fitness Classes	300.00
Metropolitan District Public Safety	1848	10/1/2024	10 Security Services	6,750.00
Next Day Valet	149940	10/3/2024	09-10 Table Cloth	512.77

**Southshore Metropolitan District**  
**Invoices to be approved - 11.12.2024 Meeting**

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Description</u>	<u>Amount</u>
Norris Design	01-100818	8/31/2024	08 31 Project F-16	610.00
Norris Design	01-101342	9/30/2024	09 30 2024	210.00
Norris Design	01-89603	6/30/2024	06 30 2024	1,203.90
Platinum	028-24-02	10/29/2024	2024 Fence	17,300.00
Platinum	11 05 2024	11/6/2024	2024 Fence	8,650.00
ProSec Integration, LLC	22814	5/24/2024	Replaced Gym Entry Reader	157.00
ProSec Integration, LLC	23166	10/1/2024	Replaced Gym Entry Reader	1,341.00
QP Services	Pay App 3	7/26/2024	2024 Underdrain Maintenance Improvements	(852.18)
QP Services	Pay App 3	7/26/2024	2024 Underdrain Maintenance Improvements	17,043.60
Rocky Mountain Bottled Water	0825740	10/7/2024	09 Bottled Water	526.02
Rocky Mountain Bottled Water	0843262	11/6/2024	10 Bottled Water	98.63
Rocky Mountain Bottled Water	0843265	10/8/2024	10 Bottled Water	51.91
Rocky Mountain Bottled Water	0852349	10/22/2024	10 Bottled Water	90.14
Rocky Mountain Bottled Water	0852351	10/22/2024	10 Bottled Water	33.91
Rocky Mountain Bottled Water	0859323	10/31/2024	10 Bottled Water	5.95
Rocky Mountain Bottled Water	0862632	11/6/2024	10 Bottled Water	11.90
RoseFly Productions	582408	8/31/2024	07 Activities	200.00
RoseFly Productions	582409	9/30/2024	07 Activities	400.00
Security Central	973191	10/17/2024	Video System - Lakehouse	6,292.71
Security Central	975785	10/31/2024	Virtual Keypad Access - Lakehouse	80.00
Security Central	975935	10/22/2024	Access system - Lighthouse	3,634.65
Security Central	976063	10/25/2024	Access system - Lighthouse	4,363.03
Simmons & Wheeler, P.C.	39085	9/30/2024	09 Accounting	5,139.50
System4 of Central Colorado	4094	5/31/2024	05 Cleaning	8,808.52
System4 of Central Colorado	4782	10/31/2024	10 Cleaning	1,650.00
System4 of Central Colorado	4783	10/31/2024	10 Cleaning	1,011.00
System4 of Central Colorado	4801	11/1/2024	11 Cleaning	3,152.00
System4 of Central Colorado	4836	11/1/2024	11 Cleaning	1,848.00
The Management Association, Inc.	336405	11/1/2024	11/01 Services	1,351.50
The Management Trust	22157277	8/1/2024	08 Management Fee	7,000.00
The Management Trust	23498256	10/1/2024	10 Management Fee	7,000.00
The Management Trust	24231163	11/1/2024	11 Management Fee	7,000.00
The Management Trust	319320	4/30/2024	04 Expenses for facilities	10,935.86
The Management Trust	332239	10/1/2024	09 Expenses for facilities	1,351.50
The Management Trust	332264	10/1/2024	09 Expenses for facilities	35,566.70
The Management Trust	335300	9/30/2024	09 Expenses for facilities	12,535.87
The Management Trust	336018	10/15/2024	10 Expenses for facilities	10,598.06
The Management Trust	336026	10/15/2024	10 Expenses for facilities	494.66
The Management Trust	336420	11/1/2024	11 Expenses for facilities	35,566.70
The Management Trust	337579	10/31/2024	10 Payroll expenses	10,642.66
Vandre Electric & Refrigeration Co	47448	10/4/2024	10 Repair	130.00
Vandre Electric & Refrigeration Co	47473	10/16/2024	10 Repair	520.00
Vandre Electric & Refrigeration Co	47476	10/17/2024	10 Repair	422.50
Vandre Electric & Refrigeration Co	47505	10/30/2024	10 Repair	4,385.00
Vandre Electric & Refrigeration Co	WO-0080	9/25/2024	09 Repair	260.00
Vandre Electric & Refrigeration Co	WO-0094	9/25/2024	09 Repair	130.00
Vandre Electric & Refrigeration Co	WO-0139	10/1/2024	10 Repair	260.00
Vandre Electric & Refrigeration Co	WO-9987	9/13/2024	09 Repair	422.50
Waste Management of Colorado, Inc.	2863324-0178-0	10/29/2024	10Trash Removal	1,638.28
WIPFLI, LLP	2594237	10/31/2024	2023 Audit	6,500.00
XCEL Energy	09 27 24	9/11/2024	09 Electric Irrigation	4,709.59
XCEL Energy	10 10 24	10/10/2024	09 Electric Irrigation	70.94
XCEL Energy	10 14 2024	9/26/2024	09 Electric Irrigation	100.62
XCEL Energy	10 14 24	10/14/2024	09 Electric Irrigation	78.49
XCEL Energy	10 15 24	9/27/2024	09 Electric Irrigation	56.95
XCEL Energy	893697469	9/10/2024	09 Electric Irrigation	31.89

Southshore Metropolitan District  
 Invoices to be approved - 11.12.2024 Meeting

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Description</u>	<u>Amount</u>
XCEL Energy	897095510	10/24/2024	10 Electric Irrigation	19.09
XCEL Energy	897235231	10/4/2024	10 Electric Irrigation	151.97
XCEL Energy	897241838	10/4/2024	10 Electric Irrigation	135.51
XCEL Energy	897273449	10/4/2024	09 Electric Irrigation	14.28
XCEL Energy	897282374	10/4/2024	09 Electric Irrigation	92.43
XCEL Energy	897491333	10/7/2024	09 Electric Irrigation	58.63
XCEL Energy	897653712	10/8/2024	10 Electric Irrigation	1,123.00
XCEL Energy	897671776	10/8/2024	09 Electric Irrigation	16.24
XCEL Energy	897723199	10/8/2024	09 Electric Irrigation	97.50
				<b><u>\$ 634,237.81</u></b>

---

Southshore Metropolitan District

---

---

ACH Payments to Ratify

---

<u>Usage Month</u>	<u>Vendors</u>	<u>Amount</u>
09/30/24	Xcel Energy	\$ 6,347.60
09/30/24	Waste Management	838.38
09/30/24	Comcast	1,218.93
		<hr/>
		\$ 8,404.91

**SOUTHSHORE METROPOLITAN DISTRICT**  
**RESOLUTION TO AMEND 2024 BUDGET**

WHEREAS, the Board of Directors of Southshore Metropolitan District adopted the budget and appropriated funds for the 2024 fiscal year as follows:

Capital Projects Fund	\$0
-----------------------	-----

WHEREAS, additional expenditures in the Capital Projects Fund are necessary resulting in expenditures in excess of appropriations for the 2024 fiscal year; and

WHEREAS, such additional expenditures are contingencies which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, funds are available for such expenditures from unanticipated revenue (other than property taxes) or other surplus funds in the Capital Projects Fund (or from surplus funds in the Capital Projects Fund).

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Southshore Metropolitan District hereby adopts a supplemental budget and appropriation for the 2024 fiscal year as follows:

Capital Projects Fund	\$707
-----------------------	-------

BE IT FURTHER RESOLVED, that such sums are hereby appropriated for expenditure from any available funds in the Capital Projects Fund (and from transfers from the Capital Projects Fund) in accordance with the provisions of §29-1-109, C.R.S.

Dated this 12<sup>th</sup> day of November, 2024.

SOUTHSHORE METROPOLITAN DISTRICT

By: \_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary

**CERTIFICATION OF BUDGET**

TO: THE DIVISION OF LOCAL GOVERNMENT

This is to certify that the budget, attached hereto, is a true and accurate copy of the budget for Southshore Metropolitan District, for the budget year ending December 31, 2025, as adopted on November 12, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Southshore Metropolitan District, Arapahoe County, Colorado, this 12<sup>th</sup> day of November, 2024.

---

Chair

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

20

	Actual <u>2023</u>	Adopted Budget <u>2024</u>	Actual <u>8/31/2024</u>	Estimate <u>2024</u>	Proposed 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	<u>86,279</u>	<u>40,000</u>	<u>133,887</u>	<u>150,000</u>	<u>100,000</u>
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%)	<u>-</u>	<u>145,523</u>	<u>-</u>	<u>-</u>	<u>127,931</u>
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	<u>\$ 1,811,611</u>	<u>\$ -</u>	<u>\$ 4,096,571</u>	<u>\$ 2,358,116</u>	<u>\$ -</u>
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**

	<u>Actual</u> <u>2023</u>	<u>Adopted</u> <u>Budget</u> <u>2024</u>	<u>Actual</u> <u>8/31/2024</u>	<u>Estimate</u> <u>2024</u>	<u>Proposed</u> <u>Budget</u> <u>2025</u>
Beginning fund balance	\$ 3,909	\$ -	\$ 684	\$ 684	\$ -
Revenues:					
Interest income	55	-	-	23	-
Total revenues	55	-	-	23	-
Total funds available	3,964	-	684	707	-
Expenditures:					
Transfer to General fund	3,280	-	-	-	-
Transfer to Debt Service	-	-	-	707	-
Total expenditures	3,280	-	-	707	-
Ending fund balance	\$ 684	\$ -	\$ 684	\$ -	\$ -

**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	Proposed 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>

## SOUTHSHORE METROPOLITAN DISTRICT

### RESOLUTION TO ADOPT BUDGET

WHEREAS, the Board of Directors (the “**Board**”) of Southshore Metropolitan District (the “**District**”) has appointed a budget committee to prepare and submit a proposed 2025 budget to the Board at the proper time; and

WHEREAS, such budget committee has submitted the proposed budget to the Board on or before October 15, 2024 for its consideration; and

WHEREAS, upon due and proper notice, published in accordance with law, the budget was open for inspection by the public at a designated place, and a public hearing was held on November 12, 2024, and interested electors were given the opportunity to file or register any objections to the budget; and

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

WHEREAS, in order to affect a refund of excess property tax and/or other general revenue for the 2024 fiscal year(s) for any of the purposes set forth in TABOR, the Board has determined that a temporary property tax credit and mill levy rate reduction as set forth in the budget should be approved and certified to the County in accordance with the provisions of Section 39-1-111.5, C.R.S.; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Southshore Metropolitan District:

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

General Fund:	\$	4,644,022
Capital Projects Fund:	\$	0
Debt Service Fund:	\$	3,536,144
Total	\$	8,180,166

2. That estimated revenues are as follows:

General Fund:

From unappropriated surpluses	\$2,358,116
From fund transfers	\$0
From sources other than general property tax	\$567,966
From general property tax abatements	\$0
From general property tax	\$3,047,740
Total	\$5,973,822

Capital Projects Fund:

From unappropriated surpluses	\$0
From fund transfers	\$0
From sources other than general property tax	\$0
Total	\$0

Debt Service Fund:

From unappropriated surpluses	\$3,172,843
From fund transfers	\$0
From sources other than general property tax	\$118,991
From general property tax	\$3,151,699
Total	\$6,443,533

3. That the budget, as submitted, amended and herein summarized by fund, including, but not limited to, any temporary property tax credit and mill levy rate reduction, be, and the same hereby is, approved and adopted as the budget of Southshore Metropolitan District for the 2025 fiscal year.

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

## TO SET MILL LEVIES

WHEREAS, the amount of money from property taxes necessary to balance the budget for general operating expenses is \$3,047,740; and

WHEREAS, the amount of excess property tax and/or other general revenue necessary to refund in accordance with Section 39-1-111.5, C.R.S. is \$582,683; and

WHEREAS, the amount of money necessary to balance the budget for debt service expenses is \$3,151,699; and

WHEREAS, the 2024 valuation for assessment of the District, as certified by the County Assessor, is \$102,929,416.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Southshore Metropolitan District:

1. That for the purpose of meeting all general operating expenses of the District during the 2025 budget year, there is hereby levied a property tax, inclusive of the mill levy for refunds and abatements, of 29.610 mills upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$3,047,740.
2. That for the purpose of meeting all debt service expenses of the District during the 2025 budget year, there is hereby levied a property tax of 30.620 mills upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$3,151,699.
3. That for the purpose of effecting a refund of excess property tax and/or other general revenue for the 2024 fiscal year for any of the purposes set forth in TABOR, there is hereby established a temporary property tax credit and mill levy rate reduction of 5.661 mills upon each dollar of the total valuation for assessment of all taxable property within the District to refund \$582,683 of such revenue.
4. That the Treasurer and/or President of the District is hereby authorized and directed to immediately certify to the County Commissioners of Arapahoe County, Colorado, the mill levies for the District as hereinabove determined and set, or as adjusted, if necessary, upon receipt of the final (December) certification of valuation from the county assessor in order to comply with any applicable revenue and other budgetary limits.

**TO APPROPRIATE SUMS OF MONEY**

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Southshore Metropolitan District that the following sums are hereby appropriated from the revenues of each fund, to each fund, for the purposes stated in the budget:

General Fund:	\$ 4,644,022
Capital Projects Fund:	\$ 0
Debt Service Fund:	\$ 3,536,144
Total	\$ 8,180,166

Adopted this 12<sup>th</sup> day of November, 2024.

SOUTHSHORE METROPOLITAN DISTRICT

By: \_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary

October 30, 2024

Kevin Stadler

***Board of Directors***

Southshore Metropolitan District  
c/o Simmons & Wheeler PC  
304 Inverness Way South, Suite 490  
Englewood, CO 80112

Dear Kevin:

Wipfli LLP (“Wipfli”) is pleased to serve as the independent auditors for Southshore Metropolitan District (“Client”) for the year ended December 31, 2024. This letter, together with the attached Wipfli LLP Professional Services Terms and Conditions, confirms the terms of our engagement, and is collectively referred to herein as the “Letter” or the “Engagement Letter.”

### Fees

Our fees and expenses for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$6,600. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparedness for the engagement and your current operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We will also charge a technology and administration fee equal to six percent (6%) of our professional fees. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

### Audit Scope and Objectives

We will audit Client’s financial statements, as of and for the year ended December 31, 2024, and the disclosures (collectively, the “financial statements”), and if applicable, supplementary information.

The objectives of our audit are to obtain reasonable assurance about whether Client's financial statements taken as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

The Other Information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Client or to acts by management or employees acting on behalf of Client.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In the conduct of our audit, we will obtain an understanding of Client and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about Client's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

#### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making available to us drafts of financial statements, all financial records, and related information, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Client involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former

employees, regulators, or others. In addition, management is responsible for identifying and ensuring that Client complies with applicable laws and regulations.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP ("Wipfli"), its partners, employees, agents, and assigns from any claim, liability, cost, or expense relating to our services under this Engagement Letter attributable in any respect to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

### Reporting

We will issue a written report upon completion of our audit of Client's financial statements. Our report will be addressed to the Board of Directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

Southshore Metropolitan District

Page 5

October 30, 2024

### Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, has been discussed with appropriate personnel. Timely completion of this work will facilitate the completion of our engagement.

### Engagement Administration

Greg Livin will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

### Other Services

We may prepare (or assist in preparing) Client financial statements in conformity with GAAP based on information provided by management, but the responsibility for the financial statements remains with management.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### Conclusion and Approval to Proceed

If the terms of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

*Wipfli LLP*

Wipfli LLP

ACCEPTED: SOUTHSHORE METROPOLITAN DISTRICT

By: *Kevin Stadler*  
Kevin Stadler (Oct 30, 2024 10:18 MDT)

**Kevin Stadler**

**Director**

(Print Name and Title)

Date: 10/30/2024

GL

Enc.

## Professional Services Terms and Conditions

1. **Terms and Conditions and Related Engagement Documents**

These Wipfli LLP Professional Services Terms and Conditions ("Terms and Conditions") apply to and govern Wipfli LLP's provision of services to You. For the purposes of these Terms and Conditions, any reference to "Wipfli," "We," "Us," "Our," or similar is a reference to Wipfli LLP, and includes any subsidiaries or subcontractors of Wipfli LLP, and any reference to "Client," "You," "Your," or similar is a reference to the party or parties that have engaged Us to provide services, and the parties ultimately responsible for Our fees and expenses.

These Terms and Conditions may be appended to or incorporated into an engagement letter outlining the delivery of specific services by Us to You, and in that case such engagement letter and any appendices thereto and these Terms and Conditions form the entire agreement between You and Wipfli with respect to the services described therein, and supersede and merge all prior or contemporaneous agreements and understandings (oral or written) between or among the parties regarding the subject matter thereof, including prior proposals of Wipfli regarding the engagement or services, understandings, and agreements (oral or written) between the parties relating to the subject matter including, without limitation, the terms of any request for proposal issued by Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the engagement letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Terms and Condition and any engagement letter, its appendices any other exhibit, attachment, schedule, or other document referenced in or by the engagement letter, shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the engagement letter shall be given controlling effect. Notwithstanding the foregoing, whether or not covered by an engagement letter, services, support and advice provided by Wipfli shall be governed by these Terms and Conditions.

2. **Change Orders**

Unless an engagement letter specifies otherwise, services that fall outside the agreed-upon scope of Wipfli's engagement under any engagement letter shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the scope of work or services, schedule or the time for Wipfli's performance of the work or services under an engagement letter, or a change in the fees or the basis of the fees to be paid to Wipfli by Client, which is reduced to a writing that is executed or otherwise acknowledged by an authorized representative of each for Wipfli and Client. Services performed under a Change Order shall be subject to these Terms and Conditions.

3. **Commencement and Term**

Our engagement will commence when acceptance of these Terms and Conditions and any related engagement letter is delivered to Wipfli through execution thereof by a duly authorized representative of Client and shall continue until the services contemplated under the engagement letter are Complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided herein. Each person executing an engagement letter or Change Order on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same. For the purposes of this paragraph, "Complete" means the delivery by Wipfli of the report or other deliverables contemplated by the engagement letter, or where no deliverables are contemplated, three (3) months after the last date of services rendered by Wipfli with respect to the services at issue. Notwithstanding the foregoing, services, support and advice provided by Wipfli in respect of an engagement after the termination of such engagement shall be governed by these Terms and Conditions.

4. **Termination of Services**

Wipfli's services may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements and such default is not cured within thirty (30) days after notice from the other party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Wipfli has the right to terminate services with immediate effect if We determine applicable professional standards require Us to do so, if Client does not in a timely manner provide Us with information reasonably requested by Us to perform the contemplated services, refuses to cooperate with Our reasonable requests for assistance in connection with the delivery of Our services, or misrepresents any material facts. Our withdrawal will release Us from any obligation to complete the services and will constitute termination of Our engagement. Termination of Our engagement shall have no effect on either party's obligation to pay any amount due and

owing with respect to such periods prior to the effective date of such termination and Client agrees to compensate Us for Our time and out-of-pocket expenses through the effective date of termination.

5. **Fee Estimates and Expenses**

An engagement letter may set forth specific fee amounts, hourly rates, or certain ranges for Wipfli's fees in respect of the services contemplated by the engagement letter. Where Wipfli provides an estimate of fees, Client acknowledges that Wipfli provides fee estimates as an accommodation to Client. These estimates depend on various assumptions, including without limitation: (a) anticipated cooperation from Client personnel, (b) timely responses to Our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in an engagement letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Unless otherwise agreed in an engagement letter, a technology and administration fee of six percent (6%) of professional fees will be added to all invoices, along with any direct travel expenses incurred. The technology and administration fee is in lieu of other direct expenses and charges which might otherwise apply. Notwithstanding the foregoing, the cost of software and software licenses or subscriptions and similar miscellaneous tools provided or acquired specifically for Client or for Client's use in connection with the performance of services may be invoiced separately.

6. **Payment of Fees and Expenses**

All invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on the balance due to Wipfli that is outstanding over thirty (30) days. At Our discretion, services may be suspended if Client's account becomes overdue and services will not be resumed until Client's account is paid in full. Client acknowledges and agrees that We are not required to continue services in the event of a failure to pay on a timely basis for services rendered. Client further acknowledges and agrees that in the event Wipfli suspends or terminates services as a result of Client's failure to pay as agreed on a timely basis for services rendered, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages, and Client agrees to indemnify and hold Wipfli harmless against any such damages or claims.

7. **Engagement Staffing**

Wipfli expressly reserves the right to replace, in Our reasonable discretion, any of Our team members as necessary to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist Us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including Our wholly-owned subsidiary based in India and contractors in the Philippines).

We remain responsible to Client for the supervision of all independent contractors, service providers, entities, and personnel who assist Us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes Us to disclose Client information to the foregoing parties for the purpose of providing services to Client. Applicable rules in some states require that We advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services.

8. **Confidentiality, Information Security and Electronic Information Storage**

The performance of services by Wipfli may result in the parties having access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

## Professional Services Terms and Conditions

Confidential Information shall not include any information that (i) is already known by the receiving party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates without the use of disclosing party's Confidential Information, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Except as permitted hereunder and necessary for the performance of services hereunder, without the advance written consent of the other party or as required by law, regulation, legal process, or to comply with professional standards applicable to a party, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding the Confidential Information of the other as it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client Confidential Information in connection with the delivery of certain services and Client consents to their use. Wipfli will ensure that it maintains appropriate policies, procedures and safeguards to protect the confidentiality of Client Confidential Information. In addition, to the extent possible and practicable We will ensure that Our agreements with all third-party service providers contain appropriate provisions to protect Client Confidential Information. We may use electronic media to transmit Client Confidential Information and such use in itself will not constitute a breach of any security or confidentiality obligation. Client acknowledges that Wipfli has no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of electronic devices and applications in the delivery of Our services.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data"). Any Personal Data provided to Us by Client will be kept confidential and not disclosed to any third party not described above (parties providing Us assistance in rendering professional services) unless necessary to deliver services, expressly permitted by Client, or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information which will be obtained, used, and disclosed by Wipfli to render services, and Wipfli may rely on the representation that Client has obtained such consents.

9. **Intellectual Property Rights, Client Records, Wipfli Workpapers, Use of Deliverables and Drafts**

Wipfli acknowledges that all Client materials, data or other information provided to Wipfli to permit Wipfli to perform services ("Client IP") belongs to and shall remain the property of Client. Client acknowledges that proprietary information, documents, materials, management techniques and other intellectual property (collectively "Wipfli IP") are a material asset to Wipfli and source of services We perform for Client and others were developed prior to performing services for Client. Client acknowledges that Wipfli owns all right, title and interest in Wipfli IP including enhancements thereto produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client IP, all of which shall remain the property of Client. Upon completion of the services and full payment by Client of all related invoices, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client (including embedded Wipfli IP), provided that any use or modification of such deliverable, other than for the purposes stated in the related engagement letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, products, services, marketing material, or advertising media and shall not in any way alter any of Wipfli's products. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

Client's original documents, data, books and records are the property of Client, and it is Client's responsibility to maintain all such materials. Wipfli has no responsibility to do so unless specifically undertaken by Wipfli in an

engagement letter. Workpapers, documentation and files created by Us in the course of providing services are the property of Wipfli. We will retain workpapers, documentation, and files pursuant to Our record retention policy. In the event We are required to respond to a subpoena, court order, government regulatory inquiry, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of workpapers, documents, files and/or testimony relative to information We obtained and/or prepared during the course of rendering services, We will, to the extent permitted by law and applicable professional standards, notify You of the matter, but You agree We have no obligation to You in the event We determine We are obligated to provide documents or other information. You agree to compensate Us for all time We expend in connection with such response, at Our regular rates, and to reimburse Us for all related out-of-pocket costs, including reasonable attorney's fees, that We may incur. Any services under this paragraph will be deemed a separate engagement subject to these Terms and Conditions.

10. **Third-Party Software, Technology Tools and Related Products and Limitations Thereon**

Wipfli may use software, technology tools, or related products ("Third-Party Products") to deliver services to Client. Where Wipfli uses Third-Party Products or is engaged to provide services related to the selection, implementation or use of Third-Party Products, Wipfli will employ commercially reasonable efforts to research, learn, and assist Client in the selection, implementation and use of such Third-Party Products. However, Wipfli shall not be held liable for any issues, errors, or malfunctions related to or arising from the Third-Party Products not directly caused by Wipfli's fraud or willful misconduct. Client acknowledges that Wipfli does not have control over the functionality, performance or availability of Third-Party Products and cannot assure or make any representation that the Third-Party Products are free from defects, malware, viruses, trojan horses, and similar risks. Consequently, Wipfli disclaims any warranties or guarantees, express or implied, regarding the performance, reliability, or results obtained from the use of Third-Party Products and Client acknowledges that the use of such Third-Party Products is subject to the terms of any end user agreement associated with each of the Third-Party Products and accepts such terms.

11. **Tax Services**

Tax services are subject to and will be performed in accordance with Treasury Department Circular 230, the American Institute of Certified Public Accountants (AICPA) and other professional standards applicable to tax services. Our fees for services do not include time spent responding to IRS or state or local inquiries, and Client understands that We are not responsible for IRS or state or local disallowance of doubtful deductions or deductions unsupported by adequate documentation, nor for resulting taxes, penalties, and interest. Client's tax returns may be selected for review by the taxing authorities. Any proposed adjustments by an examining agent are subject to certain rights of appeal. In the event of such tax examination, We will be available upon request to represent Client and will charge additional fees for the time and expenses incurred. Any such services will constitute a separate and distinct engagement.

If Client is an individual with respect to whom IRC 7216 and the related regulations ("7216") are applicable, Wipfli will not utilize foreign persons or resources to provide tax services without first obtaining appropriate consent from Client, and any provision of these Terms and Conditions which would contravene the requirements of 7216 shall be inapplicable.

12. **Allocation of Risk and Limitation of Liability**

In no event will Wipfli or Client be liable to the other for claims of punitive, consequential, special, or indirect damages, whether or not a party was advised of the possibility of such damages, regardless of whether they were foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability or otherwise. Wipfli's liability for all claims, damages and costs of Client arising from Wipfli's services performed under an engagement letter, Change Order or otherwise shall be limited to the amount of fees paid by Client to Wipfli for the specific services which give rise to the claim for damages or, in the case of services provided in respect of an engagement which spans a period of more than twelve (12) months, the fees paid by Client to Wipfli in the twelve (12) months preceding the event giving rise to the claim. The limitation of liability in the preceding sentence shall not apply in the event of Wipfli's fraud or willful misconduct or where disallowed by applicable law, regulation or professional standards applicable to the services performed under these Terms and Conditions. Because Wipfli will rely on Client and its management for the accuracy of the representations made to Wipfli to perform services, and except where indemnity is disallowed by applicable law, regulation or professional standards applicable to the services performed under these Terms and Conditions, Client holds harmless and releases Wipfli and its owners and employees from all claims, liabilities, losses and costs of any kind arising which arise from: (i) a knowing misrepresentation, withholding or concealment of information by Client or its management; or (ii) a wrongful act by Client or a member of Client's management or ownership group.

## Professional Services Terms and Conditions

13. Dispute Resolution: Choice of Law and Statute of Limitations

If any dispute arises regarding the subject matter hereof or services provided by Wipfli to Client and such dispute cannot be resolved through informal negotiations and discussion, prior to resorting to litigation the parties will try in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes. Either party may request mediation and costs of any mediation proceeding shall be shared equally. IN THE EVENT OF LITIGATION, WIPFLI AND CLIENT HEREBY AGREE NOT TO ELECT OR REQUEST A TRIAL BY JURY OF ANY ISSUE TRIABLE BY RIGHT OF JURY AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH RESPECT TO THE SERVICES, THESE TERMS AND CONDITIONS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING THEREWITH.

The parties agree that any dispute arising out of Wipfli's services or these Terms and Conditions shall be governed by the laws of the state of Illinois, without regard to conflict of laws principles. Except for an action by Us to collect payment of Our invoices, Wipfli and Client agree that no claim arising out of services rendered by Wipfli shall be filed after the earlier of the expiration of the applicable statute of limitations, or: (i) in the case of any report or deliverable issued by Wipfli under the engagement letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of any related engagement letter), or (ii) in the case of any tax form or similar governmental filing, no later than three years after the extended due date of such tax form or filing.

14. Regulatory Matters and Impact On Independence

Where Wipfli is (a) providing services to an entity that is registered with the SEC or an affiliate of such registrant, or (b) providing services to an entity or affiliate that is subject to professional standards more stringent than those which exist under the AICPA Code of Professional Conduct, any provision of these Terms and Conditions which would be prohibited by such professional standards or deemed to impair Wipfli's independence relative to Client under such professional standards shall not apply to the extent necessary to avoid such prohibition or independence impairment, it being the intent of Wipfli and Client to ensure Wipfli and Client's compliance with applicable professional standards in respect of Wipfli's engagement by Client and to ensure, where appropriate and necessary, Wipfli's independence from Client.

15. Certain Sales (and Similar) Tax Responsibilities

To the extent applicable, Client shall pay and be solely and exclusively liable for all sales, use, ad valorem, excise, or other taxes or governmental charges imposed on the installation, implementation, licensure, or sale of goods or services by Wipfli or third parties to Client.

16. Severability

The provisions of these Terms and Conditions shall be severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of these Terms and Conditions to either party.

17. Independent Contractor Status and Non-Exclusivity

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties. No right of exclusivity is granted, guaranteed, or implied by Wipfli by entry into an engagement letter or the performance of services. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

18. Insurance

Wipfli will carry and maintain in force at all times during the term of its engagement with Client appropriate insurance coverages, including policies covering professional liability errors and omissions, cyber liability, general liability, automotive, and worker's compensation.

19. Notices

All notices required to be given to either party hereunder shall be in writing and sent by email or traceable carrier to each party's address (including an email address) indicated on any engagement letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice shall be provided to [wipfli-legal@wipfli.com](mailto:wipfli-legal@wipfli.com).

20. Counterparts and Electronic Signatures

Any document contemplated hereby may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same document. Each party hereto agrees that any electronic signature of a party to any document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be

"written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature.

21. Assignment

These Terms and Conditions and related engagement letters and agreements shall be binding on the parties hereto and their respective successors and assigns. Neither party may make assignment thereof without prior written consent of the other party, except that Wipfli may assign its rights and obligations hereunder without approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations hereunder or under any applicable engagement letter.

22. Force Majeure

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) hereunder or under any engagement letter or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, events generally understood to be "Acts of God."

23. Certain Disclosures

Wipfli's services do not constitute legal or investment advice. We are not in a fiduciary relationship with You. Wipfli does not provide investment advisory services. Wipfli owns a membership interest in Creative Planning Holdco, LLC which in turn owns Creative Planning, LLC, an SEC registered investment adviser ("Creative"). Certain Wipfli employees also dually serve as a Creative investment adviser representative ("IAR"). If Client requires investment advisory services, Wipfli will introduce Client to a Wipfli employee who dually serves as an IAR. If Client subsequently engages Creative, Creative will in most cases share a portion of its ongoing investment advisory fee with the IAR. The IAR is required to remit such amounts to Wipfli as the IAR's employer. Wipfli's receipt of a portion of the Creative advisory fee will not result in Client's payment of a higher Creative investment advisory fee than if Client had engaged Creative independent of Wipfli and the IAR. The IAR will provide Client with written disclosure of the relationship and economic arrangement by and among Wipfli, the IAR and Creative. All investment advisory services are provided exclusively by Creative per the terms and conditions of a separate written agreement between Client and Creative. Wipfli does not provide investment advisory services but Wipfli's receipt of compensation as described does present the potential of a conflict of interest. The IAR's role is limited to the introduction of Creative. Creative's written disclosure brochure and Form CRS discussing its advisory services and fees is available at [www.creativeplanning.com](http://www.creativeplanning.com). **No Client is under any obligation to engage Creative or to continue engaging with Creative after having decided to engage Creative.**

## RECORD OF PROCEEDINGS

### MINUTES OF THE REGULAR MEETING OF SOUTHSHORE METROPOLITAN DISTRICT

**HELD OCTOBER 8, 2024**

A Regular Meeting of the Board of Directors of the Southshore Metropolitan District was held on October 8, 2024 at 6:00 p.m. The Meeting was held by virtual attendance on Zoom at <https://us02web.zoom.us/j/83642455537> (669) 900-9128 or (346) 248-7799 or (646) 558-8656 or (253) 215-8782 or (301) 715-8592 or (312) 626-6799

#### ATTENDANCE

#### Directors in Attendance were:

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

#### Absent (excused):

None.

#### Also in Attendance were:

David A. Greher of CEGR Law  
 Sarah H. Luetjen of CEGR Law  
 Cathy Hamilton of Simmons & Wheeler  
 Angel Duran of The Management Trust (“MT”)  
 Monique Diego of MT  
 Jennifer Cornthwaite of MT  
 Hernan Buenfil of MT  
 Doug Richter of Earnweald  
 Various members of the public

#### CONFLICTS OF INTEREST

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

#### NOTICE

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

also included the agenda items.

---

CONSIDER  
AGENDA

Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the agenda as presented.

---

ACCOUNTANT'S  
REPORT

Ms. Hamilton presented a list of checks to ratify and invoices to be approved.

Following discussion and upon motion duly made, seconded and unanimously carried, the Board (a) ratified approval the August 31, 2024 financials; (b) approved and confirmed the disbursements as presented and (b) approved the claims.

---

DISTRICT  
COMMITTEES  
UPDATE

**Appointments:** There were no appointments of Committee members.

**Finance Committee:** Director Stadler discussed the 2025 draft budget plan with the Board. Mr. Greher reminded the Board of the various upcoming 2025 budget deadlines.

**Facilities Committee:** Director Bergeon informed the Board that the Facilities Committee met with Ms. Duran to discuss various maintenance items along with the Facilities Rental Agreement. Director Bergeon would like to finalize and approve the Agreement by the end of the year.

**Landscaping Committee:** Director Palmer discussed various landscaping items.

**Communications Committee:** Director Chan informed the Board that a Community Survey was sent out, and he's received positive feedback so far. The survey closes on October 18<sup>th</sup>, and he will present the final results at the November meeting.

---

CONSENT  
AGENDA

The following items were approved by the Board without discussion on the Consent Agenda, except where indicated:

July 9, 2024 Regular Meeting Minutes

August 13, 2024 Regular Meeting Minutes

September 16, 2024 Special Meeting Minutes

Vandre Electric proposal – second timer circuitry in the amount of \$1,398.00

Smart Stop Self-Storage proposal – pool furniture storage in the amount of \$276.00 per month.

Cox Landscaping proposal #43592 – repair low voltage wiring (Lakehouse) in the amount of \$1,446.00

Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the foregoing items from the Consent Agenda (having tabled item 5(g) – Earnweald proposal).

LEGAL REPORT

Mr. Greher presented the revised May 13, 2024 Regular Meeting Minutes to the Board. These minutes were approved on June 11, 2024 and after approval, a typo was found under the “District Committee Update” section. The May Minutes have since been revised to fix this error, specifically to correctly indicate that the District’s bonds had been upgraded from BAA2 to BAA1. Following further discussion and upon motion duly made, seconded and unanimously carried, the Board approved the revised May 13, 2024 Regular Meeting Minutes.

Ms. Luetjen noted that she and Mr. Buenfil, along with other employees of MT met with Sebastian Arulraj of Highstreet TCW Risk Management to discuss the District’s insurance coverage and policy. Mr. Buenfil informed the Board that MT would like to act as the District’s property and liability broker and will come back to the Board with a proposal for services at the November meeting.

Mr. Greher discussed ADA compliant website requirements with the Board. Director Chan reported on the District’s website compliance status and suggested using Streamline for ADA compliance mitigation. Director Chan will gather more information and report back to the Board at the November meeting.

PUBLIC COMMENT

Various members of the public requested that the District allow the Wheatlands Sharks to use District facilities for practices and meets in 2025.

OTHER  
CONTRACTS

None.

---

DISCUSS FORCE  
POOLING OPTIONS

Director Chan stated that there we no new updates to provide at this time.

---

EXECUTIVE  
SESSION

The Board moved that the Regular meeting of the Board be temporarily adjourned and that the Board reconvene in Executive Session pursuant to Section 24-6-402(4)(b), C.R.S., to confer with District Counsel to obtain legal advice regarding revenue and budget matters, including facilities expenses, and to obtain legal advice concerning Management Trust's employee policies, hiring practices, and associated agreements. The Board temporarily left the Regular meeting at 7:27 p.m. and reconvened in Executive Session.

The Board concluded the Executive Session and reconvened in regular session at 8:18 p.m.

---

ACTION ON  
MATTERS  
DISCUSSED IN  
EXECUTIVE  
SESSION

None.

---

OTHER MATTERS

President Zent discussed the proposed swim team and noted that he would like to discuss this further with Ms. Cornthwaite and the Wheatland Sharks' Board President, Brian Kempf. President Zent will report back to the Board at the November Board meeting.

Director Chan informed the Board that the Homeowners' Association adopted a new Social Media Policy.

---

ADJOURNMENT

There being no other matters to come before the Board, the meeting was adjourned at approximately 8:36 p.m.

Respectively submitted,

---

Sarah H. Luetjen, Secretary for the meeting

APPROVED

---

Ryan Zent

---

Kevin Stadler

---

Kevin Chan

---

Colette Palmer

---

Jeff Bergeon

Pursuant to Section 24-6-402(2)(d.5)(I)(B), C.R.S., I hereby attest that I am the attorney of the District, that I was in attendance during the Executive Session of the Board of the District convened on October 8, 2024, and that the discussion during the Executive Session constituted a privileged attorney-client communication for which no record is required to be kept by law.

---

David A. Greher, General Counsel

## SOUTHSHORE METROPOLITAN DISTRICT

### The Management Trust Report - GM

Nov 12,2024

Executive Summary: This month, our teams have demonstrated substantial progress, aligning efforts to enhance resident satisfaction and operational efficiency. Below are key highlights across departments:

- Front Desk: Following new directives, the front desk team has significantly improved response times, consistently meeting the target of completing all resident requests within 24 hours. Additionally, the successful implementation of a new security system required updating resident access cards. We proactively communicated this transition through broadcasts and in-person reminders, encouraging residents to double-check their key cards to ensure a smooth adjustment.

- Lifestyle Team: The lifestyle team has continued to deliver an exceptional resident experience, organizing several well-attended events that garnered positive feedback. This commitment to quality has strengthened resident engagement and satisfaction. As we transition into winter, the team is actively planning and preparing for seasonal events, maintaining momentum without any significant challenges.

- Maintenance: The maintenance team has made considerable headway on critical projects, including work on the elevator upgrades, and fireplace maintenance.

- Front Range: As part of seasonal preparations, the Front Range team completed the winterization of the pool and carefully stored all pool-related items, ensuring they are ready for use next season.

- System 4 (Cleaning): Our cleaning partner, System 4, has substantially elevated the cleanliness standards in both clubhouses, contributing positively to the resident environment. This improvement in service quality has been highly noticeable and aligns with our commitment to providing a well-maintained, welcoming space.

#### Recommended Expenditures:

None From GM

#### Requested Board Actions:

None From GM

## SOUTHSHORE METROPOLITAN DISTRICT

### The Management Trust Report – Lifestyle Director

October 28, 2024

#### Executive Summary: Monthly Lifestyle Summary October 2024

**Fall Fest: We had an incredible Fall Fest at the Lighthouse.** We had an incredible fall fest at the lighthouse filled with families, pumpkins, games and beautiful weather. We had over 800 pumpkins handed out for free to the homeowners. Cornhole boards were decorated, and the committee was thrilled with the results.

#### **Youth Afterschool Classes:**

Our afterschool Programs are thriving! Kid Stage started their second session, and it was sold out within days of announcement! A performance will happen in December at the Lighthouse

**Paint and Sip We enlisted a new company to administer our Paint and Sip event for October. Although the turnout was not as high as previous months, homeowners got to do something a little different for this month.**

#### **Dog Costume Show:**

**Homeowners are always asking for Dog Friendly events, so we gave them a fun Costume contest for their pups. On October 30, we gathered at the Lighthouse to let homeowners show off their 4-legged friends costumes and enjoy each other's company with some Halloween Treats!**

#### **Event Rentals:**

Private rentals are in full swing for the holidays and implementing a reasonable but sturdy deposit has been positive in the homeowner's treatment of both the building and staff.

#### **Clubs**

**Chess Club – we have started a Chess Club on alternate Thursdays, and it is small but growing!**

**Toddler Craft and Story Hour- Each Wednesday we host a toddler play group with a craft and story time. Our first one was such a hit that they asked us to do it weekly, which we are happy to do! We look forward to growing this “club” into something moms and kids can look forward to!**

**Collaboration with Social Committee:**

Looking ahead, we are working closely with the Social Committee to organize three major upcoming events:

- **Santa and More – This is a huge operation, and we are working on logistics, sponsorships, and overall decor.**
- **Adult Holiday Party – Working to secure vendors, logistics and communication**
- **Festival of Lights:** A spectacular event highlighting a mostly Indian celebration of lights and community performances. (Nov 2<sup>nd</sup>)

Overall, the month has been busy with private rentals, larger and smaller events and planning for the holiday season.









1.



2.

## SOUTHSHORE METROPOLITAN DISTRICT

### District Management Report

November 12, 2024

Executive Summary: Completed October projects: gutter cleaning and new downspouts replaced, HVAC fence installed at Lakehouse, 2024 fence repairs/staining project, replaster the Lakehouse pool, deadbolts and lock repairs to Lighthouse and Lakehouse, installed new key card readers at Lakehouse and Lighthouse. Received holiday lights and decorations, moved all patio furniture into the storage, and irrigation winterization. Projects in production: siding repairs at Lakehouse, pool winterization at Lakehouse, RamJack scheduled 11/18, Southshore water feature to be winterized, damaged landscape lighting (COX repairing), and broken pipes at Lighthouse repairs. Open projects waiting to be completed: flooring at Lakehouse (café and banquet room kitchen), stairs/railing/decking at Lakehouse, Southshore water feature lights, and repairs to stairs/railing at Boathouse. FYI – trash enclosure wind damage (Andy is handling repairs).

#### Recommended Expenditures:

1. Eyeclick proposal re Interactive projector in the amount of \$3570 or \$2695 annual subscription for [approval].
2. A. Custom Decks proposal re deck, stairs and railing replacement in the amount of \$159,332.30 for [approval].
  - B. RTC Restoration & Renovation proposal re deck, stairs, and railing replacement in the amount of \$107,688.72
  - C. 5280 Restoration pending receipt of proposal
3. Custom Deck proposal re deck assessment in the amount of \$2000.00 for [approval].
4. Oyster Digital proposal re trouble shooting for inoperable network cable at Lakehouse in the amount of \$ 2800 for [approval].
5. LMI Colorado proposal re fix all lights that were damaged in the amount of \$5738.25 for [approval] **(COX may have replaced or can absorb cost for repairs)**
6. Cintas proposal re troubleshooting notification circuit faults in the amount of \$670 for [approval].
7. A. Brandon Painting proposal re interior Lakehouse paint project in the amount of \$42,500 for [approval]. (5-year warranty)

B. Convurt Trends proposal re [interior Lakehouse paint project in the amount of \$41,470 for [approval]. (estimated 3 weeks completion 5-year warranty)

C. L&L Exterior Cleaning proposal re interior Lakehouse paint project in the amount of \$40,000 for [approval]. (estimated 3-4 weeks completion)

8. Vandre Electric proposal re replacing yoga light fixtures in the amount of \$4984.00 for [approval].

9. Security Central proposal re Bluetooth readers, elevator key card access panel in the amount of \$9,156.89 Lakehouse and \$10,183.18 Lighthouse for [approval].

Requested Board Actions: Discussion regarding expectations on snow removal. I would like to know at what point do we want to have COX begin if accumulation has not hit the 6” marker on the streets, but rather the drifts make the snow pile up on compact the roads. How often would you like the snow on the sidewalks shoveled during an active snowstorm if 2” is the marker, do you want them to continue to shovel after they shoveled or would you like them to wait for another accumulated amount. I also requested COX to update on what their practices wer in other communities, but I need clarification on expectations from the BOD. I would like to have Elias help support at the club houses on all the walkways, but need to know what COX is assigned so we’re all on the same page.



## Purchase Order Form / Quotation

Name	Description	QTY	Price/Unit	Price
<b>Obie Interactive Projector</b>	<p>Obie Interactive Projector</p> <p>compact, and incredibly versatile, Obie is easy to install, works well in small rooms and tight spaces, and can project onto any surface on demand.</p> <p>Playmodes: Floor, Table, Wall, Ball-Wall</p> <ul style="list-style-type: none"> <li>• Standard 120v power cord</li> <li>• Wireless remote control</li> <li>• Mount for simple self-installation</li> </ul>	1	\$3,500.00	<b>\$3,500.00</b>

	<ul style="list-style-type: none"> <li>• 25 Basic Permanent Games and Activities License</li> </ul> <p>FREE Shipping</p>			
<b>Drop Ceiling Plate</b>	Mounting bracket for drop ceiling	1	\$70.00	<b>\$70.00</b>
<b>Kids Fun 60 Month Subscription</b>	<ul style="list-style-type: none"> <li>• Unlimited access to the full EyeClick library - 350+ games and activities</li> <li>• Instant access to ALL new games. Automatic updates on new game versions</li> <li>• VIP on-site maintenance for a worry-free experience</li> <li>• Full warranty on hardware and software</li> <li>• Auto-renewal will occur monthly at the initial bundle package rate</li> </ul>	1	\$2,625.00	<b>\$2,625.00</b>

Subtotal	<b>\$6,195.00</b>
VAT/Tax	<b>\$0.00</b>
<b>Total incl. VAT/Tax</b>	<b>\$6,195.00</b>

#### Payment Terms

All Prices are in and are net to EyeClick, excluding banking & wiring fees, withholding & other governmental charges. In case you do not have a valid tax exemption certificate, local sales tax will be added as applicable.

- upon signed PO Please provide tax exempt form upon signing.

USD

100%

#### Terms and Conditions

INSTALLATION TIMELINE IS 2-3 weeks from delivery.

By accepting and signing this quote I agree to the terms and conditions located at:

I confirm that I have read and agree to the [Terms and Conditions](#), [Privacy Policy](#), [Terms and Conditions of Purchase](#), [Delivery Policy](#), [Product Warranty](#), [Returns Policy](#), and [EULA](#).

\*\* Providing lift (if necessary) for an installation, removal or relocation is the responsibility of the client. Any ceiling height above 14 feet will require a scissor lift.

\*\* Internet connection recommended

\*\* Electrical outlets not included

\*\* Light colored and non-reflective flooring recommended for best results

PDF page break



# CUSTOM DECKS

7045 S Fulton St Ste 240 • Centennial, CO 80112-3700 • Phone: 3033513325

Kevin Chan  
Phone: 720.695.0093

Job Address:  
27151 E. Lakeview Dr.  
Aurora, CO 80016

**Print Date:** 10-29-2024

## Proposal for Kevin Chan (Redecking and New Railing)

Hello,

I have attached your estimate for your new project. This price includes everything for your project except the cost of your permit, engineering and any cost of upgrades required by city, county, HOA or engineers. Permit prices vary from city to city and county to county so we are not able to include a price for the permit until the permit is issued. Engineering may be required by building departments for various reasons but is not required on all projects so we do not include this in our bids. Based on engineering, larger footings, or framing members may be required. Cost for upgraded footings/framing will be determined and will be based on engineers requirements. Any sprinkler lines damaged as a result of digging for this project are to be repaired by others. Custom Decks is not responsible for any damage to sprinkler lines. We will submit all the paperwork for your HOA and your permit. Once your permit is ready, we will pay for it and pick it up and add that amount to the final payment at the completion of the project. Your HOA will notify you once they have approved your plans.

All of our builders are certified by Custom Decks and are subject to consistent quality control checks. We carry a \$1 million liability insurance policy and are happy to provide a copy of that to you upon request. We keep a clean job site and pack out all our trash. We typically start our days by 9:00 am and work until just before dusk.

This proposal is guaranteed for 30 days from the date it was sent.

**\*\*THIS EMAIL DOES NOT ALLOW REPLIES, SO PLEASE CONTACT ME VIA SEPARATE EMAIL ([greg.e@newcustomdecks.com](mailto:greg.e@newcustomdecks.com)), CALL OR TEXT \*\*\***

## Main Deck

- This is to replace all the decking, railing and staircases on the main upper back deck.



Items	Description	Price
Redecking or Framing	<p>Re-Decking for Composite with hidden fasteners. This price includes re-decking with Trex Transcend, Deckorators Voyage, TimberTech Reserve, or Fiberon Sanctuary.</p> <p>- decking and will be run perpendicular to the existing framing</p> <p>Price assumes existing framing is suitable to install new decking. Repairs/Replacement needed to existing framing will be assessed after demolition and if any is needed then a change order will be applied.</p>	\$82,800.00
500 - Composite Railings	<p>511: TimberTech - Radiance Rail Deck Railing</p> <p>*This is for the deck railing (this line item price does not include the stair landing railing nor stair railing)</p> <p>- Made from a mix of recycled wood and plastic fibers, TimberTech composite railing boasts superior durability to wood, while being extremely low maintenance.</p> <p>- Composite top and bottom rail with aluminum balusters and composite post sleeves.</p>	\$27,945.00
500 - Composite Railings	<p>511b: TimberTech - Radiance Stair Rail</p> <p>- Made from a mix of recycled wood and plastic fibers, TimberTech composite railing boasts superior durability to wood, while being extremely low maintenance.</p> <p>- Composite top and bottom rail with aluminum balusters and composite post sleeves.</p> <p>- Angled to the correct degree of the staircases and will mount on the outer edge of the landings and stair treads</p> <p>*this is the total cost for both angled stair railing on both staircases coming down the main deck.</p>	\$16,905.00
1050 - Composite Stairs	<p>1021 - Composite Staircases</p> <p>- This is to completely rebuild the (2) staircases from the main deck.</p> <p>- All new stringer structure included</p> <p>- New treads and fully enclosed risers</p> <p>- Fascia down both sides of the staircases</p> <p>*Does not include the landings, see separate line items</p>	\$12,609.75
500 - Composite Railings	<p>511: TimberTech - Radiance Railing for Stair Landings</p> <p>*This is for the (4) stair landings railing</p> <p>- Made from a mix of recycled wood and plastic fibers, TimberTech composite railing boasts superior durability to wood, while being extremely low maintenance.</p> <p>- Composite top and bottom rail with aluminum balusters and composite post sleeves.</p>	\$7,762.50
1300 - Demolition	<p>1302c - Existing Deck Boards, railing, and staircase removal</p> <p>*includes dumpsters and haul away</p> <p>Please note: Required demolition that is revealed by the removal of the primary structure will require a change order for removal.</p>	\$5,750.00

Items	Description	Price
1030 Landings	1031 - Rebuild (3) Stair Landing - Stair landing are a great way to break up long runs of stairs. This landing provides a stopping point during the stair run and gives you the opportunity to continue the same direction or turn 90 degrees left or right.  *This includes the (2) 90° turn landings and the 4ft 6in x 4ft 7in mid landing	\$3,260.25
1030 Landings	1033b - Redeck Top of stair Landing - This is to re-deck the 6ft x 6ft top of stair landing using new composite decking to match the rest of the deck.	\$1,324.80
1500 - Plans & Renderings	1502 - Comprehensive Design <ul style="list-style-type: none"> <li>• 3D CAD renderings of project for owner view and approval</li> <li>• Permit office submission if requested</li> <li>• Technical Measuring and site visits for accuracy</li> <li>• HOA submission administration.</li> <li>• Permit fee from county and/or city not included</li> <li>• Site Visits from the Lead Designer not included.</li> <li>• Color, material or other minor adjustments included at no additional cost.</li> <li>• Up to 2 project re-designs are included before additional charge. Additional charge will be \$150- \$500 depending on time needed for change.</li> </ul>	\$975.00
050 - Deck Framing & Flooring Options	062 - Add Inlay's into the floor <ul style="list-style-type: none"> <li>- To avoid any end to end joints/butt joints in the decking multiple inlays are required.</li> <li>- Cost for inlays is \$35.91 per linear ft. for straight perpendicular inlays to rest of decking</li> <li>- Final design/# of inlays will be confirmed during design phase.</li> </ul>	\$0.00
Payment Structure	Payments for this project will be scheduled as follows:  10% due as a down payment upon approval of proposal 10% due upon approval of HOA or Permit (if necessary) 30% due at start of construction 40% due as progress payment prior to install of final railing/final inspection 10% due as final payment	\$0.00

**Total Price: \$159,332.30**

**Click this link to explore payment and financing options with Acorn Financial**

**We can also offer a 12-Month Same As Cash Financing option as well!!**

**\*\*THIS EMAIL DOES NOT ALLOW REPLIES, SO PLEASE CONTACT ME VIA SEPARATE EMAIL, CALL OR TEXT\*\***

We would like to thank you very much for giving us the opportunity to bid your project. Please feel free to reach out if you have any questions or if there is anything else we can do to earn your business.

Our company was founded in 1997, put our knowledge and expertise to work for you.

Thanks!

**Greg Ehrhart**

**Design Consultant**

Custom Decks Inc.

7045 S. Fulton St. Suite #240

Centennial, CO 80112

www.NewCustomDecks.com

(303) 351-DECK office

(303) 956-3063 direct

greg.e@newcustomdecks.com

I confirm that my action here represents my electronic signature and is binding.

**Signature:**

---

**Date:**

---

**Print Name:**

---



## RTC Restoration & Renovation

---

RTC Restoration & Renovation  
 6342 E. County Road 18  
 Loveland, Co 80534-4015  
 970-663-3400

Insured: Lakehouse at Southshore  
 Property: 27151 E Lakeview Drive  
 Aurora, CO 80016

E-mail: angel.duran@managementtrust.com

Estimator: Tyler Linden  
 Company: RTC RESTORATION & RENOVATION

Business: (970) 663-3400  
 E-mail: tyler@regionaltown.com

**Claim Number:** N/A

**Policy Number:** N/A

**Type of Loss:** Other

Date Contacted: 5/30/2024 1:08 PM

Date of Loss:

Date Received: 5/30/2024 1:08 PM

Date Inspected: 5/31/2024 1:08 PM

Date Entered: 6/13/2024 1:05 PM

Price List: CODE8X\_OCT24  
 Restoration/Service/Remodel  
 Estimate: LAKEHOUSE-DECKING

- Bid to replace deck railing and all existing decking boards. Cost covers all labor and materials.
- Once demo begins, if it is discovered that any structural items(joists/beams)below the decking are rotted or damaged, RTC will contact facilities manager to obtain approval before proceeding with any supplemental joist replacement.



## RTC Restoration & Renovation

RTC Restoration & Renovation  
6342 E. County Road 18  
Loveland, Co 80534-4015  
970-663-3400

### LAKEHOUSE-DECKING

#### Generals

DESCRIPTION	QTY
68. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.50 EA
75. Commercial Supervision / Project Management - per hour	8.00 HR

### Lakehouse Deck Railing

Deck1	Height: 3'
DESCRIPTION	QTY
76. 2" x 2" x 8' #2 treated pine (material only)	309.00 EA
77. 2" x 6" x 20' #2 treated pine (material only)	24.00 EA
79. 2" x 6" x 12' #2 treated pine (material only)	2.00 EA
80. 4" x 4" x 8' - treated lumber post - material only	2.00 EA
81. 2" x 6" x 10' #2 treated pine (material only)	2.00 EA
82. R&R Deck hand rail/guard rail - Labor only	259.33 LF
84. 2" x 6" x 8' #2 treated pine (material only)	1.00 EA
103. Deck planking - 2" x 6" x 12' - Polymer - mat. only	20.00 EA
Replace stair tread/steps with trex-type material to match the main deck.	
92. Paint deck handrail - 2 coats paint	259.00 LF
93. Carpenter - General Framer - per hour	63.00 HR
94. Painter - per hour	32.00 HR
95. General clean - up	6.00 HR
101. Handrail - Steel pipe - Detach & reset	80.00 LF

### Main Decking

Deck1	Height: 3'
DESCRIPTION	QTY
111. Deck planking - 2" x 6" x 20' - Polymer - mat. only	198.00 EA
113. R&R 6" wood polymer decking - Labor only (per SF)	1,950.00 SF
114. Deck planking - 2" x 6" x 12' - Polymer - mat. only	33.00 EA
116. Carpenter - General Framer - per hour	63.00 HR



**RTC Restoration & Renovation**

RTC Restoration & Renovation  
 6342 E. County Road 18  
 Loveland, Co 80534-4015  
 970-663-3400

Grand Total \$107,688.72

---

Tyler Linden

**Grand Total Areas:**

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls and Ceiling
0.00 SF Floor	0.00 SY Flooring	549.33 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

**5280 PROPOSAL  
TO BE SENT UNDER SEPARATE COVER BY  
MANAGEMENT TRUST (ANGEL DURAN)**



## CUSTOM DECKS

7045 S Fulton St Ste 240 • Centennial, CO 80112-3700 • Phone: 3033513325

Kevin Chan  
Phone: 720.695.0093

Job Address:  
27151 E. Lakeview Dr.  
Aurora, CO 80016

**Print Date:** 11-6-2024

### Proposal for Kevin Chan (Assessment of Framing)

Hello,

I have attached your estimate for your new project. This price includes everything for your project except the cost of your permit, engineering and any cost of upgrades required by city, county, HOA or engineers. Permit prices vary from city to city and county to county so we are not able to include a price for the permit until the permit is issued. Engineering may be required by building departments for various reasons but is not required on all projects so we do not include this in our bids. Based on engineering, larger footings, or framing members may be required. Cost for upgraded footings/framing will be determined and will be based on engineers requirements. Any sprinkler lines damaged as a result of digging for this project are to be repaired by others. Custom Decks is not responsible for any damage to sprinkler lines. We will submit all the paperwork for your HOA and your permit. Once your permit is ready, we will pay for it and pick it up and add that amount to the final payment at the completion of the project. Your HOA will notify you once they have approved your plans.

All of our builders are certified by Custom Decks and are subject to consistent quality control checks. We carry a \$1 million liability insurance policy and are happy to provide a copy of that to you upon request. We keep a clean job site and pack out all our trash. We typically start our days by 9:00 am and work until just before dusk.

This proposal is guaranteed for 30 days from the date it was sent.

**\*\*THIS EMAIL DOES NOT ALLOW REPLIES, SO PLEASE CONTACT ME VIA SEPARATE EMAIL (greg.e@newcustomdecks.com), CALL OR TEXT \*\*\***

Items	Description	Price
1500 - Plans & Renderings	1503b - Comprehensive Framing Assessment <ul style="list-style-type: none"> <li>• Remove variety of deck boards to assess existing framing to confirm if existing framing is suitable for reuse.</li> <li>• If reusable we will determine why there is waving in the current boards if they are a result of the deck boards or if the framing is the issue not being level.</li> <li>• Once assessment is complete then plan of action will be advised HOA submission administration.</li> <li>• Depending on desired next step Custom Decks will provide an official pricing breakdown for desired work. i.e. new decking, railing, staircase, etc.</li> </ul>	\$2,000.00

**Total Price: \$2,000.00**

**Click this link to explore payment and financing options with Acorn Financial**

**We can also offer a 12-Month Same As Cash Financing option as well!!**

**\*\*THIS EMAIL DOES NOT ALLOW REPLIES, SO PLEASE CONTACT ME VIA SEPARATE EMAIL, CALL OR TEXT\*\***

We would like to thank you very much for giving us the opportunity to bid your project. Please feel free to reach out if you have any questions or if there is anything else we can do to earn your business.

Our company was founded in 1997, put our knowledge and expertise to work for you.

Thanks!

**Greg Ehrhart**

**Design Consultant**

Custom Decks Inc.

7045 S. Fulton St. Suite #240

Centennial, CO 80112

www.NewCustomDecks.com

(303) 351-DECK office

(303) 956-3063 direct

greg.e@newcustomdecks.com

I confirm that my action here represents my electronic signature and is binding.

**Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Print Name:**

\_\_\_\_\_

Klein Computer Consultants LLC D.B.A Oyster  
Digital LLC  
935 S Ogden St  
Denver, CO 80209 US  
+13037654508  
evan@oysterdigital.com  
oysterdigital.com

## Estimate



ADDRESS
South Shore 27301 E Southshore Dr Aurora, CO 80016

SHIP TO
South Shore 27301 E Southshore Dr Aurora, CO 80016

ESTIMATE #	DATE	EXPIRATION DATE
3105	10/15/2024	12/31/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/15/2024	<b>AV services</b>	Our standard service call is \$295 and this includes 1hr of trouble shooting. No parts included in that \$295. Most problems are either resolved or we have a good idea of what will resolve the issue within that first hr. However if it does take more than 1hr, we bill in 15min increments at an hourly rate of \$155 per tech per hour. If you need more of a number to diagnose and fix a NTE would be \$2800 +/-.	1	2,800.00	2,800.00

Thank you for your Business! If paying by Credit/Debit Card or ACH a 3% Surcharge will be added to the invoice. Greatly appreciate your time and continued business.

Additional terms governing this Proposal/ Estimate are contained in a Customer Agreement executed between Vendor and Customer. Sales Tax not included in the Proposal/Estimate. Unless Otherwise Stated above.

Prices quoted are subject to increases after the 30th calendar days after the date of this Proposal/Estimate. Scheduling of work will be determined after acceptance. A deposit of fifty percent of the total amount of this proposal/estimate (less sales tax) is required upon acceptance.

SUBTOTAL	2,800.00
TAX	0.00
<b>TOTAL</b>	<b>\$2,800.00</b>

Accepted By

Accepted Date



LMI COLORADO

Proposal #27365

Date: 10/25/2024

Customer:

Property:  
South Shore  
27151 E Lakeview Dr  
Aurora, CO 80016

Job Description

This proposal is to fix all lights that were damage.

NE Coner of S Powhaton and south shore there is 1 broken light looks like the ride on mower drove over it and smash it.

Smoky hill and titus the center isle we converted into cobble stone and all 7 lights were destroy  
NW corner the lights that light up the walk-through monument were cut of, and all 4 lights were damage .

Damage light repairs

EN - Enhancement

Items	Quantity	Unit
Labor	50.00	Hr
12/2-500 LOW VOLTAGE LIGHTING	500.00	ft
up light	7.00	EA

well light	4.00	EA
MR16 bulb	11.00	EA

**EN - Enhancement:** \$5,738.25

**PROJECT TOTAL:** \$5,738.25

**Terms & Conditions**

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

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

**\*\*Payment is due within 30 days after the invoice date**

**By** \_\_\_\_\_

**Benjamin Randall**

**Date** \_\_\_\_\_

10/25/2024

**LMI Colorado**

**By** \_\_\_\_\_

**Date** \_\_\_\_\_

**South Shore**

1100 W. 120th Avenue - Suite 500  
 Westminster, CO 80234  
 Proposed by Bill Russell  
 Phone: 303-285-1175 Fax: 844-801-1797  
[RussellW@cintas.com](mailto:RussellW@cintas.com)



QUOTE # D51-

DELIVERED ON:	9/30/2024
CUSTOMER (#):	41277

<b>CUSTOMER</b>	SOUTHSHORE LAKEHOUSE	<b>CONTACT</b>	MAINTENANCE
<b>ADDRESS</b>	27151 E LAKEVIEW DR	<b>PHONE</b>	720-412-6973
<b>CITY/STATE/ZIP</b>	AURORA, CO 80016	<b>EMAIL</b>	<a href="mailto:angel.duran@managementtrust.com">angel.duran@managementtrust.com</a>

Cintas Fire Protection is pleased to offer you a quotation to perform work at the above referenced location(s)  
 Price estimates will be billed in accordance with existing contract rates. This Proposal is Valid for 10 Days.

**Fire Alarm System**

**SCOPE OF WORK**

- Troubleshoot notification circuit faults.
- **Troubleshooting does not guarantee system will be operational after initial service call. Additional time and material may be needed to make repairs. If needed an additional quote will be provided.**

**NFPA 72: System deficiencies shall be corrected**

Price excludes electrical work & plumbing unless otherwise stated. If additional time, material, permits, drawings, engineering fees, or outside services are needed to complete the scope of work, additional charges will apply. If work needs to be performed outside of our normal business hours (7:30am-3:30pm) labor will be calculated at time and a half. Price assumes free & clear accessibility to perform required maintenance. Patching of holes and/or painting necessary due to the work is not included. If items are accepted individually, additional charges may be added. Customer responsible to notify tenants. CPVC repairs require a 24 hr. cure time. **Final invoice is subject to change based on materials pricing at the time of purchase from suppliers. Acceptance of this proposal is subject to our full terms and conditions.**

<b>TOTAL QUOTE PRICE:</b>	<b>\$ 670.00</b> without tax
---------------------------	------------------------------

**MANUAL SIGNATURE FIELD:**

**ELECTRONIC SIGNATURE FIELD:**

NAME		Signature Block
SIGNATURE		
PO (#)		
DATE		
		Purchase Order Number (if needed)

Final Invoice is subject to change based on materials pricing at the time of purchase from suppliers

#### TERMS AND CONDITIONS

1. **Parties.** This agreement ("Agreement") is between Cintas Corporation No. 2 d/b/a Cintas Fire Protection ("Cintas" or "Seller"), and the customer and/or owner, lessor, lessee, and/or tenant of the real property ("Premises") and/or fire equipment identified herein ("Customer"), and it supplements and incorporates any price quotation offered to Customer by Cintas. Should the identified Customer not be the owner of the property, the Customer warrants and represents that it is an authorized agent of the property owner, lessor, lessee, and/or tenant and that it may enter into this Agreement on the latter's behalf. The Agreement expressly includes these Terms and Conditions, which Customer acknowledges and agrees are material to and an integral part of this Agreement. By signing this Agreement, Customer acknowledges that it has received all of the Agreement, has read and understood this Agreement and the Terms and Conditions, and confirms its unequivocal agreement therewith. Customer agrees that these Terms and Conditions govern the relationship between Customer and Cintas with respect to any goods or services that fall within the subject matter of this Agreement, and no terms not specifically agreed upon by Cintas in writing will be binding on Cintas. Customer understands and agrees that the provisions of the Agreement and of these Terms and Conditions inure to the benefit of Cintas's employees, agents, officers, directors, owners, parents, subsidiaries, and affiliates.
2. **Subcontractors.** Cintas may subcontract the services to be performed under this Agreement. Customer acknowledges and agrees that all provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies that have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s) concerning all matters related to this Agreement.
3. **Inspection, Testing, and Maintenance Requirements.** Customer acknowledges and agrees that it is required to have the Premise's fire protection equipment, systems, and/or components ("System") inspected, tested, and/or maintained ("ITM") annually, semi-annually, quarterly, monthly, weekly, and/or daily in accordance with NFPA requirements and/or the applicable authority having jurisdiction ("AHJ"). ITM procedures may vary according to NFPA and/or AHJ requirements. Customer acknowledges and agrees that it has the sole responsibility identify, perform, and/or schedule any such ITM, and Customer acknowledges that failure to do so timely can lead to improper operation, failure, freezing, rupture, or other malfunction of the System. In particular, Customer has the sole responsibility for contacting Cintas and directing and authorizing Cintas as to which, if any, of these ITM tasks it would like Cintas to perform. Customer agrees, however, that Cintas has no obligation to (a) notify Customer of any ITM that should or must be performed under NFPA and/or AHJ requirements or (b) perform any such ITM for Customer, and Cintas makes no representation that it is able, licensed, and/or qualified to perform all ITM tasks that may be required by NFPA and/or the AHJ.
4. **Term; Renewal.** The term of this Agreement is one (1) year, commencing with the Effective Date. Upon expiration, the Customer understands and agrees that Cintas has no obligation to provide any additional services to Customer of any kind. If the Customer requests and/or Cintas performs any work on any System including, but not limited to, ITM without execution of a new Agreement, Customer agrees that such work is subject to and limited by the Terms and Conditions of this Agreement. In such circumstances, Customer agrees that Cintas may increase the prices for services annually at a percentage rate not to exceed six (6) percent. Customer shall pay the price in effect at the time the service is delivered.
5. **Pricing.** Any quote to perform ITM is not meant to be an exhaustive review of the System's status and, as such, may not have identified any or all equipment or pre-existing deficiencies of the System. If the actual number of devices or systems exceed the quoted amount by more than 5%, Cintas reserves the right to charge for additional devices/systems on a pro-rata basis. Unless otherwise specified, prices on goods may be increased at any time without prior notice. Customer shall pay the price in effect at time of shipment. Any sales, use or other similar tax or duties, customs, tariffs, imposts, surcharges or other fees imposed by any governmental authority on goods shipped by Cintas shall be added to the price to be paid by Customer unless Customer provides Cintas with a valid sales tax exemption certificate
6. **Scope and Limitations of Service/Customer Responsibility.** Customer acknowledges and agrees that, for the purposes of this Agreement, no System is deemed to be part of the real estate of any of the Premises. Customer acknowledges and agrees that the scope of Cintas's responsibilities under this Agreement are limited to those specific ITM for the specific System(s) requested and authorized by the Customer and which Cintas specifically agrees to perform. Customer acknowledges and agrees that Cintas has no other responsibilities for any aspect of the System under NFPA or any other authority and that this Agreement is not intended to (and may not be interpreted as) attempt to delegate or subcontract any of Customer's responsibilities regarding the System to Cintas, including, but not limited to, establishing Cintas as a "Designated Representative" of Customer under NFPA or other authority. Customer acknowledges and agrees that under no circumstances will Cintas be responsible for determining or verifying the adequacy of the System. Customer acknowledges that ITM is only intended to verify the operational status of System at the time of ITM and is limited to those characteristics that could be readily observed at the time of ITM. Customer agrees that Cintas's observation of deficiencies or impairments and/or suggestions or recommendations for their correction in no way suggests or implies that a design review was performed or that other system deficiencies or impairments do not exist. Customer acknowledges and agrees that it bears the sole responsibility for ensuring that its System satisfies all NFPA or other requirements, including that the System is properly designed and installed, including, but not limited to, determining whether any fire protection system is adequate for the purpose(s) intended, whether any fire protection system satisfies local code requirements, and determining whether piping in any sprinkler system is properly or appropriately pitched, drains sufficiently, or is otherwise properly installed. Customer further specifically acknowledges and agrees that it is solely responsible for the status, ITM, and repair of the System at all times, including (but not limited to) the condition of the system during the intervals between any ITM provided under this Agreement. Furthermore, Customer expressly acknowledges that the status of System can change at any time subsequent to any ITM or repair by Cintas and that Cintas is not responsible or liable for any such change in status, including (but not limited to) any change that renders the system ineffectual or inoperable, or any loss or damage of any kind that may occur subsequent to or during any intervals between any services provided (or to be provided) under the Agreement. Customer further acknowledges that it has sole and specific obligations for performing periodic ITM of the System, including, but not limited to
- (a) periodically draining low points in dry sprinkler systems, (b) ensuring that Systems are maintained at appropriate temperatures, (c) ensuring that kitchen suppression system nozzles do not become contaminated with grease, (d) ensuring that kitchen appliances, hoods, and/or exhaust ducts are maintained and kept sufficiently clean, (e) ensuring that nozzles, sprinklers, and/or System tubing or piping are free from obstructions and are properly cleaned and/or maintained, (f) ensuring that sprinkler heads are not expired as contemplated by NFPA 25, (g) performing certain periodic inspections of the System, (h) ensuring appropriate types and concentrations of antifreeze is used in antifreeze systems; (i) that dry sprinkler systems maintain pressure sufficient to prevent activation, and (j) that dry sprinkler system piping is properly pitched and uses proper type of pipe and fitting. Customer further acknowledges that its failure to perform these obligations may, among other possible consequences, prevent Cintas from performing under this Agreement, cause Cintas's performance under the Agreement to be ineffectual, render the system ineffectual or inoperable, or lead to substantial property loss, injury, or death. Customer agrees to be solely responsible for redecorating and other cosmetic repairs to Premises necessary due to installation, testing, maintenance, repair, or removal of all or any part of the System. Customer understands and agrees that Cintas has no liability for any work performed by any other vendor on the System at any time. Furthermore, Customer acknowledges that ITM may result in the failure of System or one of its components. Customer agrees that Cintas is not responsible for any System or components thereof that may require repair or replacement due to age, fatigue, or wear that occurs during or result from ITM.
7. **Deficiencies and Impairments.** Customer acknowledges that deficiencies or other impairments noted during ITM of Systems may pose an immediate and serious safety concern. If requested by Customer, Cintas may prepare a quote for addressing these deficiencies or other impairments. Should Cintas perform any work addressing such deficiencies or other impairments, Customer agrees to pay Cintas for all Customer-authorized labor and parts necessary to perform CINTAS FIRE PROTECTION FIRE PROTECTION SERVICE AGREEMENT Page 2 of 4 Version 10-10-17 such work. In any event, Customer is solely responsible for correcting any deficiencies or impairments noted during ITM immediately, and Cintas has no liability for Customer's failure to do so, including, but not limited to, liability for an ongoing NFPA code violation status.
8. **Knowledge and Access to Premises.** Customer acknowledges that it has superior and/or sole knowledge of the Premises and System and that it is obligated to provide Cintas with complete written documentation of the building's layout and the layout, configuration, and inspection, testing, and maintenance history of the System enabling Cintas to locate every element of the System. Customer also acknowledges and agrees that it has the sole responsibility to provide Cintas with access to all areas of the Premises necessary to perform the requested ITM. Customer acknowledges and agrees that it bears the sole risk of loss for any loss, injury, or damages resulting from or related in any way to Customer's failure to produce such written documentation and/or provide necessary access to the Premises. For the purposes of any services performed under this Agreement, System elements are inaccessible if they are over 12 feet above the floor, above suspended ceilings, in enclosed spaces, or in rooms or locations in
9. **Service Response Time/Delivery Time.** Customer is responsible for scheduling all appointments. Cintas will make reasonable efforts to schedule appointments at Customer's convenience. If Cintas is asked to provide emergency response and agrees to do so, Cintas will make reasonable efforts to respond/and or take corrective action in the most expeditious manner possible. Cintas will make reasonable efforts to dispatch for critical system failures within 2-4 hours and to dispatch for non-critical system trouble in 24-48 hours. Customer understands, however, that Cintas's ability to respond depends upon a number of factors, including the number of requests for similar response and the availability of personnel, and Customer agrees that Cintas has no obligation to respond within any particular timeframe for any type of request for service or to deliver any good within any stated time and that Cintas has no liability for failing to respond and/or to provide the good within the requested, desired, and/or stated time
10. **Service Charges.** Any service charges imposed are used to help Cintas pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, services, and delivery of goods and services, in addition to other miscellaneous costs that Cintas incurs or may incur. Customer agrees that Cintas may levy various service charges in the course of performing under this Agreement that are not included in the initial quote, estimate, or final agreed contract for work to be completed under the Agreement
11. **Payment Terms, Late Charges, Credit, and Progress Billing.** Payment terms may be changed at any time with or without prior notice and are those in effect at time of delivery or service call. Any invoice not paid when due shall be subject to a late charge of one and one-half percent (1-1/2%) per month or portion thereof of, if lower, the highest rate allowable under applicable law. Invoices shall be due within ten (10) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may, in addition to all other rights and remedies under the Agreement and applicable law, suspend the delivery of goods or services pending receipt of cash or satisfactory security from Customer. Should Customer default in any payments due Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees. Title to all equipment or other goods sold by Cintas shall remain in Cintas's name until Customer has paid Cintas in full. Cintas shall retain a security interest in such equipment or other goods until such time. Based on the expected duration of any work, Cintas, in its sole and absolute discretion, may elect to bill Customer in monthly progress billings. In such cases, Customer agrees to make prompt monthly progress payments as per the terms of this Agreement, based on the monthly billing schedule provided to the Customer by Cintas.
12. **Cancellation.** If Customer believes there is a deficiency in any good or service provided by Cintas under the Agreement, Customer agrees to submit its complaint in writing and allow the Cintas sixty (60) days from the date the written complaint is received to remedy the claimed deficiency. If the claimed deficiency is not remedied to the reasonable satisfaction of Customer, Customer can cancel this Agreement, but the Customer shall pay any outstanding charges for services rendered or goods provided prior to termination in accordance with the Terms and Conditions of this Agreement
13. **Equipment Exchange.** Customer hereby understands and agrees that if Customer engages Cintas to service its fire extinguishers, Cintas intends to exchange Customer's fire extinguishers for other fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all rights, title, and interest in the Customer's extinguishers so exchanged will belong to Cintas and all rights, title and interest in Cintas's fire extinguishers so exchanged will belong to the Customer.

14. **Inspection.** Cintas strongly recommends that Customer conduct an on-site inspection of the goods and services sold hereunder after delivery, installation, or other service call. Cintas shall not be responsible for the consequences of Customer's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies, or omissions Customer could have detected through such an inspection
15. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** Because of the great number and variety of applications for which Cintas's goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any System at the Premises, its fitness for any purpose, its suitability or effectiveness as designed, installed, and/or utilized, or that it will operate as designed, intended, or expected. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas's goods and services for Customer's specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO OTHER GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT, AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.**
16. **CINTAS NOT AN INSURER; CUSTOMER'S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees are insurers and that no insurance coverage is provided by this Agreement. **CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER'S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED.** Customer acknowledges that during the term of the Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of two million dollars (U.S) per incident, at the Customer's expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. **CUSTOMER AGREES TO SHIFT THE RISK OF LOSS TO ITS INSURERS, WHICH HAVE EXPRESSLY CONTRACTED TO ACCEPT THE RISK OF LOSS TO CUSTOMER'S PROPERTY. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, EQUITABLE, CONTRACTUAL, LEGAL, AND CONVENTIONAL SUBROGATION, AND WARRANTS THAT THIS RELEASE AND WAIVER SHALL BE BINDING ON ANY AND ALL SUBROGEEES OR ASSIGNEES OF CUSTOMER'S RIGHTS. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS. CUSTOMER AGREES TO AND WARRANTS THAT IT WILL NOTIFY ITS INSURER(S) OF THIS RELEASE AND WAIVER.**
17. **RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, OR OTHER SYSTEM(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE.** Cintas reserves the right to select counsel to represent it in any such action.
18. **LIMITATION OF CINTAS'S LIABILITY.** Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the system or services to work as intended. **IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000.** If Customer wishes to increase the limitation of liability, Cintas and Customer may negotiate a supplemental written agreement to increase the limit of Cintas's liability, but no such agreed upon increase to the limit of Cintas's liability shall be interpreted to find Cintas or its subcontractors or representatives to be insurers. **CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES.** Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.
19. **Prevailing Wage/Living Wage.** Customer understands and acknowledges that depending upon the location of the Premises, individuals who provide services under this Agreement may be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that it is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to Cintas offering any bid, quote, or other offer for any services to be provided under the Agreement and prior to the parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending any such claim.
20. **Force Majeure.** Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; pest; epidemic; earthquake; volcanic activity, quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.
21. **Governing Law.** To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied
22. **Notice of Claim.** Customer shall give Cintas prompt written notice after discovery of any facts giving rise or potentially giving rise to a claim for loss or damages, including (but not limited to) any potential third-party claim ("Notice of Claim"). Customer shall also give Cintas an opportunity to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. The Notice of Claim shall set forth (1) a brief description of the nature of the claim; (2) the total amount of the actual or estimated loss or damages; and (3) Cintas's right to inspect the Premises and/or System(s) allegedly involved and/or damaged in relation to the claim. Customer acknowledges that Customer's failure to provide Cintas with opportunity to evaluate the claim and/or inspect the Premises and/or Systems will irrevocably prejudice Cintas's ability to defend against any such claim. Customer's failure to provide a Notice of Claim shall therefore constitute a waiver of said claim and/or Customer's ability to assert or pursue any type of claim relating to the alleged loss or damages.
23. **Disputes.** Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. **CUSTOMER, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS**

REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing party's address identified in this Agreement. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.

25. **LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

26. **Notices.** Any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service (such as Federal Express), to the appropriate party at the address set forth in this Agreement or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.

27. **Authority to Execute Agreement.** Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.

28. **Assignment.** This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement, and it may do so in its sole and absolute discretion. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns

29. **Waiver.** No waiver of any provision of this Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time, nor will it be deemed a waiver of that same provision at any other time

30. **Severability.** The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, service charges, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 4, 10, or 11 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them

31. **Updated Terms and Conditions and Policies.** Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web page, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Agreement shall be deemed to constitute a request for service pursuant to this Agreement. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically by PDF and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically by PDF shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures

33. **Mutual Drafting and Understanding of Agreement.** The parties acknowledge and agree that this Agreement and all of its Terms and Conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Agreement for purposes of interpretation, application, construction, or construing of the Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Agreement and that they have read and understand all of the Terms of this Agreement

34. **Entire Agreement; Modifications.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Agreement are of no force or effect. No modification or amendment to this Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 30 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Agreement that contains different or additional terms or that purports to modify or amend the terms of this Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Agreement.

No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.

35. **Electronic Signatures; Customer's Acceptance by Allowing Performance.** The person signing this Agreement on behalf of Customer certifies that Customer's policies do not prohibit the acceptance and execution of Terms and Conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (i) to select an item, button, icon or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using Cintas's web-based portal or other system for the purpose of initiating, reviewing, modifying, or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority or other third-party verification is necessary to validate their respective electronic signatures. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement. Customer further agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Agreement and the Terms and Conditions.

**NOTICE TO CUSTOMER.** BY SIGNING THIS DOCUMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 15-18 OF THIS AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

## Painting the club house



info@brandonpaintingco.com

To Angel Duran



Thu 10/24/2024 12:02 AM

You don't often get email from [info@brandonpaintingco.com](mailto:info@brandonpaintingco.com). [Learn why this is important](#)

Hi this **brandon** painting

This is you're estimate for the club house interior painting project. We are going to be painting everything inside. we are going to be sanding all 45 doors and also sand the 45 door frames. Then after we are done with sanding we are going to start painting. There are also two railings that have to get sanded down . One is metal and the onther one is wood. After that we are going to repair any damages we see in the walls.we are also going to remove all the screws and nail from the walls.

All of the trims and baseboards and also all the wood that is white on the stairs (the paint that we need is going to be semi gloss). After we are going to precede on preparing the walls and taking all the wallpapers off the bathrooms. Then after that we are going to be putting primer in the areas that are going to be needed. Befor we start working we are going to cover all of the floor and the carpet so the place can be clean. For this project we are gonna be using great products from sherwin williams.we are going to need alot of paint for the walls and alot of white paint because there is alot of doors and frames and also baseboards. The price encludes materials and the labor the cost of the material is going to be approximately of 11,000-12,000(on Paint material). We are going to need alot of blue tape so we can do perfect lines and we are also going to be needing alot of plastic and paper to cover the carpet.on these materials the cost is going to be approximately 1,200. Approximately for 5 employees/workers the cost would be approximately of 28,000 on labor. And for the whole job it would be \$42,500. This is a reasonable price but i would like to help you out with the price. The warranty for this job is 5 years.

Please let me know if you got any questions about the job/ price.

I would like to help you out with the price. Remember this is a commercial job and it is big.

:this is my phone number 720 277 2718

Thank you.

**Prepared For**

Lake House At Southshore  
27151 E Lakeview Dr Aurora 80016

**Convurt Trends LLC.**

Phone: (720) 382-4549  
Email: convurttrends@gmail.com  
Web: www.convurttrends.com

Estimate # 1292

Date 11/02/2024

Description	Rate	Quantity	Total
<p>Interior Painting</p> <p>All interior walls &amp; baseboards 45 doors Some ceiling as we spoke about Banister sanded down repainted</p> <p>5man crew Insured 3 weeks completion time</p> <p>Paint Sherwin williams promar 200 walls Sherwinwilliams Emerald urethane (banister) Behr premium baseboards &amp; doors</p> <p>Prep: clean surface as needed, caulk cracks, fill/patch small holes, sand irregular surfaces, spot prime as needed Paint: painted as discussed 2 coats as needed for completion Clean up: sweep/vacuum, remove all masking and drops cloths, remove all ladders and tools</p>	\$41,470.00	1	\$41,470.00
<b>Subtotal</b>			\$41,470.00
<b>Total</b>			<b>\$41,470.00</b>

By signing this document, the customer agrees to the services and conditions outlined in this document. <sup>79</sup>

---

Lake House At Southshore



# FULL INTERIOR PAINT<sup>80</sup> ESTIMATE

Interior painting of entire clubhouse, all bathrooms, locker-rooms, event rooms, etc.

**L&L Exterior Cleaning**  
2457 South Patton Ct  
Denver, Colorado 80219  
United States

Phone: 7209360776  
Mobile: 3379624159

BILL TO  
**South Shore Community**  
Angel Duran

angel.duran@managementtrust.com

**Estimate Number:** 6

**Customer Ref:** Angel

**Estimate Date:** November 3, 2024

**Valid Until:** December 3, 2024

**Estimate Total (USD):** **\$40,000.00**

Items	Quantity	Price	Amount
<b>Full Interior Paint</b> Interior Painting:	1	\$40,000.00	\$40,000.00
			<b>Total:</b> \$40,000.00
			<b>Estimate Total (USD):</b> <b>\$40,000.00</b>

Refresh your rooms with a new color palette. We handle everything from walls and ceilings to trim and moldings, ensuring a flawless finish that breathes new life into your interior spaces. Using proper painting equipment, we estimate this job will take 3-4 weeks. This price includes cost of material and labor hours. We are excluding nothing except 3 ceilings.

## Notes / Terms

This is just an estimate. Price is subject to change. 2 invoices will be sent to be paid. This job will require an upfront fee of \$12,000 to ensure that the project will be completed.



# Vandre Electric & Refrigeration Co.

"Serving the Denver Metro Area Since 1953"

4420 Allison Street, Suite B • Wheat Ridge, CO 80033 • Phone: 303-777-2318 • Fax: 303-484-5441

October 2, 2024

The Management Trust  
3091 South Jamaica Court  
Suite 100  
Aurora, Colorado 80014

Attention: Angel Duran Phone: (303) 750-0994 x2366 Email: angel.duran@managementtrust.com

Estimate Number: 90558

Project Location: Lakehouse At Southshore 27151 E Lakeview Dr, Aurora, CO 80016

Scope of Work: New lights for the yoga room.

**Quote amount: \$ 4,984.00**

## *See Terms & Conditions*

Vandre Electric and Refrigeration Company proposes the following work for the above captioned project location:

1. Remove five (5) existing chandeliers in the yoga room.
2. Provide and install five (5) new track lights with four (4) LED track heads per track in place of the chandeliers.

### ***Terms and conditions of this estimate:***

- 1) This proposal excludes the following:
  - A) Any work not specifically listed above.
  - B) Any repairs to existing deficiencies not listed above.
  - C) Any additional work and/or materials generated by a change in the scope of work. All additional work shall be billed on a Time and Material basis unless arrangements are made to quote the additional work with an Electrical Supervisor.
  - D) Any additional work and/or upgrades generated by the building department, utility company, electrical engineer and/or their representatives, and any permit fees.
  - E) Any repairs, alternations and/or replacement of private underground utilities that may be damaged as a result of excavating, saw cutting, jack hammering, etcetera.
- 2) This estimate is based on the existing circuitry being in a usable and stable condition.
- 3) This estimate may be invalid if not accepted within 30 days.
- 4) All work shall be performed during normal business hours (Monday through Friday 7 A.M to 5 P.M.).
- 5) Nothing in this agreement shall require Seller (**Vandre Electric and Refrigeration**) to continue performance if timely payments are not made for suitably performed work or stored material. The Buyer (**The Management Trust**) is to prepare all work areas so as to be acceptable for Seller under contract. The seller will start work when sufficient areas are ready to insure continued work.
- 6) This proposal is in accordance with the seller's understanding of the requirements of this project from information received from the buyer, or its agent, and if written plans and specifications are furnished, the seller's interpretation of them.

Continued on next page,



# Vandre Electric & Refrigeration Co.

"Serving the Denver Metro Area Since 1953"

4420 Allison Street, Suite B • Wheat Ridge, CO 80033 • Phone: 303-777-2318 • Fax: 303-484-5441

Quote number 90558 continued:

- 7) The seller assumes no responsibility as to the accuracy or suitability of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor, or materials not specifically mentioned. Unless otherwise provided in the plans and specifications, the seller shall have the right to select all materials. When specified materials are unavailable, the seller shall have the right to substitute materials of equal or better quality.
- 8) Nothing in this agreement shall serve to void Seller's right to file a lien or claim on its behalf in the event that any payment is not timely made.
- 9) No work shall commence until Vandred Electric has received a signed copy of this quote.
- 10) Payment, 50% down to start and final due upon completion with approved credit, and or card on file.
- 11) All sums not paid when due shall bear interest at the rate of 2% per month (24% per annum) or the maximum legal rate permitted by law, whichever is less. The buyer shall pay all costs of collections, including reasonable attorney fees.
- 12) All workmanship is guaranteed against defect for a period of thirty days from the date of installation. This warranty is in lieu of all other warranties, expressed or implied. The exclusive remedy shall be that the seller will repair or replace any part of its work which is found to be defective. The seller will not be responsible for damage to its work by other parties or for improper use of equipment by others.
- 13) Acceptance of this proposal by the buyer shall be acceptance of all terms and conditions recited herein, which shall supersede any conflicting terms in any other proposal. Any of the buyer's terms and conditions in addition or different to this proposal are objected to and shall have no effect. The buyer's agreement herewith shall be evidence by the buyer's signature hereon or by permitting the seller to commence work for the proposed project.
- 14) Due to market conditions all materials are subject to price increase at any time unless this quote expressly states that pricing for any item is firm or fixed.

If you have any questions, please call me at (303) 777-2318. Thank you for the opportunity to quote this work.

Sincerely,

Daryl Forshey  
Lead Electrician

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

Authorized Agent for The Management Trust/ Lakehouse at Southshore 27151 E Lakeview Dr,  
Aurora, CO 80016



www.SecurityCentralInc.com

**We C.A.R.E.**

✉ care@securitycentralinc.com  
☎ 303-721-0111 | 303-721-6490 Fax  
📍 67 Inverness Drive East, Unit B, Englewood, CO, 80112



# Project Proposal

Proposal #: 26588-1-0



Project Title:  
**Lakehouse Bluetooth Readers and Elevators**



Prepared For:  
**Attention: Angel Duran**  
**Southshore - Aurora Metro District**  
27151 E. Lakeview  
Aurora, CO, 80016  
angel.duran@managementtrust.com  
(720) 797-4169



Proposal Date:  
**November 5, 2024**



Proposal By:  
**Carly Beard**  
Client Services  
carly@securitycentralinc.com  
303-389-9166



Security Intrusion



Keyless Entry



Video Surveillance



Monitoring Services



Medical Emergency



Fire Safety



Revised for 2024 Freeze

# Project Details

## Scope Summary

Page 3 of this proposal includes the replacement readers for the two pool gates, front door, and fitness hall center to have Bluetooth access available for homeowners and staff. These readers require more power than the normal readers. This proposal also includes 50 mobile credentials pre loaded onto the client's Virtual Keypad app to be assigned to residents and staff.

Please note, these credentials are NON TRANSFERABLE meaning that new credentials will need to be bought and issued with all of the following scenarios and more:

- The end user un-installs the Virtual Keypad App.
- The end user factory resets their phone.
- The end user gets a new phone.
- The end user begins using a different phone.
- Etc.

Please note, these credentials are NOT SHAREABLE meaning that each member of the household who wants to access the clubhouse or pool with their phone will need their own credential bought and loaded onto their phones.

Please note, the end user must have their Bluetooth on, open the Virtual Keypad app, approach the door reader, and then close the Virtual Keypad app each time they go into a door for the best user experience.

Please note, the client will be responsible for issuing credentials to each end user.

---

Page 4 of this proposal includes replacing the elevator access control system. This proposal also includes a relay to connect the elevator to the access control system. No access control permitting is anticipated for the elevator portion of this installation. If a permit is needed additional fees will apply.

# Elevators Addition :

# \$3,197.46

### Equipment & Services:

QTY	Description	Location	Unit Price	Ext.Price
4	Access Control Module	With Security Panel	\$160.77	\$643.08
1	Access Pwr Controller Supply 12 24VDC 6A Enclosure	With Panel	\$328.80	\$328.80
1	Programming Cable	With panel	\$4.13	\$4.13
1	Arlington 1/2in Snap In Bushing	With panel	\$.22	\$.22
1	Relay Module	With panel	\$46.15	\$46.15
2	12V 12AH Battery	With panel	\$35.38	\$70.76

### Labor:

QTY	Description	Ext.Price
10	Access Tech Labor	\$1,950.00
.82	Project Mgt.	\$154.32

Equipment Subtotal	\$1,093.14
Labor Subtotal	\$2,104.32
<b>Elevators Addition SubTotal</b>	<b>\$3,197.46</b>

**50% Deposit Required**

# Bluetooth Readers :

# \$5,959.43

### Equipment & Services:

QTY	Description	Location	Unit Price	Ext.Price
8	Bluetooth and Proximity Reader	Replace all existing card readers with bluetooth compatiple options	\$426.46	\$3,411.68
50	Mobile Credentials		\$12.00	\$600.00

### Labor:

QTY	Description	Ext.Price
8	Access Tech Labor	\$1,560.00
2.05	Project Mgt.	\$387.75

Equipment Subtotal	\$4,011.68
Labor Subtotal	\$1,947.75
<b>Bluetooth Readers SubTotal</b>	<b>\$5,959.43</b>

**50% Deposit Required**



## Other Information

- Additional detection coverage and protective services are available for an additional fee.
- All equipment installed by Security Central is warranted for one year unless extended warranty/maintenance services are purchased. Company provides no warranty of existing equipment.
- Installation of conduit, high-voltage electrical connections, and phone/internet services are EXCLUDED from this proposal unless specifically noted in scope of work.
- Customer must provide unobstructed access to system areas for installation and servicing of devices. Customer must dedicate adequate personnel and equipment resources to ensure that all furniture, merchandise, and equipment are moved away from system device locations. Additional trip charges and labor charges may apply if device areas are not accessible at scheduled time.
- Company will provide one-hour service call to reprogram and test existing system. If the system cannot be completely reprogrammed and tested within that initial time, additional labor charges will apply at current service rates.
- System uses a web-based software platform. Therefore, Customer must supply internet connection with available static I.P. address(es) for system equipment. Customer is responsible for all computer network hardware and programming to enable remote web-based connection to system equipment.
- A fire alarm interface is required when magnetic locks are used. Equipment and labor for such interface is EXCLUDED from this proposal unless Security Central monitors and maintains your fire alarm system. Customer must contact your fire system servicing company for installation and programming of required fire alarm interface.
- The web-hosted communication software requires a Public Static I.P. address for each access control panel. Customer must furnish the required I.P. addresses. If Customer does not have available Public Static I.P. address, Security Central can provide I.P. Address Hosting service for \$10.00/month per control panel.



# Services Agreement

This Agreement is dated November 5, 2024 between Security Central, Inc. (the "Company" or "we") and you ("you" or the "Customer"). This Agreement covers the system(s) listed on the attached "Proposal" or any existing system(s) the Company takes over from another company (collectively, the "System") and any services set forth in the Proposal and further described below (the "Services") for the following location and any additional locations at which Customer requests and accepts Services from the Company (collectively, the "Premises"). The Company has written this Agreement in simple, easy-to-read language because it wants the Customer to understand it. Please feel free to ask any questions.

## Service Location:

The Lakehouse at Southshore  
27151 E. Lakeview  
Aurora CO, 80016  
angel.duran@managementtrust.com

## Billing Location:

Southshore - Aurora Metro District  
27151 E. Lakeview  
Aurora CO, 80016

**Proposal No: 26588-1-0**

**Proposal Date: November 5, 2024**

Summary: This Agreement is a legal document and is necessary because we live in a litigious society. But we believe in being simple, open, and honest. Therefore, we would like to provide a brief summary of some of the important issues addressed in the following pages.

1. You are choosing to purchase the security products and services listed below to help reduce and manage, but not eliminate, your risks in a dangerous world. You agree to subscribe to our services for the full initial term of this Agreement; and we have based our pricing on your promise to do so.
2. Your System is one minor part of your total risk management program. Therefore, your expectation of our liability needs to be equally small. You can purchase more security such as armed guards and additional insurance if you feel your situation warrants more protection.
3. Alarm systems are intended to detect damaging events, but they do not prevent the damage from occurring. You pay your insurance company to insure you against losses such as theft, fire, flood, etc. But your insurance company or others may try to sue us for damages or losses at your property. You agree to protect us from them doing so.

## Services Purchased

Systems	
Elevators Addition	\$3,197.46
Bluetooth Readers	\$5,959.43
<b>Total Investment</b>	<b>\$9,156.89</b>

**50% Deposit Required**

Services	
Elevators Addition	\$0.00
Bluetooth Readers	\$0.00
<b>Total Monthly Services</b>	<b>\$0.00</b>

Minimum Initial term for Recurring Services 0 months

## Services Details

Subject to the Terms and Conditions herein, the Company will provide the Services as set forth in the Proposal and further described below. The Company will only provide Services that the Customer has requested and paid for in accordance with the fees set forth in the Proposal. Some or all of the Services described below may not apply to your particular Proposal. If you would like any of the Services described below that are not included in your Proposal, please notify us immediately so we may modify your Proposal.

**Installation/Purchase.** The Company agrees to sell the System and the Customer agrees to pay for the System in accordance with the terms of each Proposal. The Company will own the System until the Customer pays for the System in full. After the final payment, all right, title and ownership in the System shall pass to Customer, except for the transmitting software and any radio communication equipment which contain the Company's proprietary data and which the Company will retain ownership in and always own.

The Company agrees to install the System and the Customer agrees to pay the installation charge set forth in each Proposal. The Company assumes no responsibility for any delay in installation.

The Customer must furnish all power, lighting, and communications equipment and infrastructure that is needed for the System to operate properly. The Customer is solely responsible for all power, internet, phone/cellular communications, and/or other utility charges.

If the System includes video cameras and/or audio recording, the Customer agrees to (i) comply with all privacy rights and laws and not permit the System to be used where any person may have a reasonable expectation of privacy or in any unlawful manner; (ii) inform all persons on the Premises that they may be monitored by video/audio equipment; and (iii) use the System exclusively for security and/or management purposes.

The Customer must notify the Company of any hazardous materials or other environmental concerns at the Premises which could affect the Company's work or personal safety of workers and/or occupants.

If the System includes commercial fire alarm equipment, the system design is contingent upon approval by the authority having jurisdiction. Any required changes to the proposed System design will result in a price adjustment. The Customer must provide CAD drawings of the Premises that can be used for fire alarm engineering and permitting purposes. If adequate CAD drawings are not available, additional engineering charges will apply. Independent systems that must be connected to the fire alarm monitoring system, i.e. fire sprinkler systems, HVAC shutdown, etc., and their connections to the fire alarm System are excluded from this Agreement and must be provided by others.

The Customer must notify the Company in writing of any problems with the System installation within 30 days after the installation. See Section 3 for additional details on Limited Warranty. The Customer must pay for any additions or changes to the System beyond those shown on the Proposal.

The amount of the deposit required upon execution of this Agreement is \$4,578.45.

Your total payment for the recurring Services during the initial 0 term of this Agreement is \$0.00 (plus any applicable taxes), which is the amount of the monthly services payment multiplied by the number of months in the initial term of this Agreement. THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT. There are no prepayment penalties associated with the purchase or lease of the System or Services.

## Terms & Conditions

1. **LIMITATION OF THE COMPANY'S LIABILITY.** IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE, GROSS NEGLIGENCE (TO THE EXTENT PERMITTED BY INDIVIDUAL STATE LAW), OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT AT ALL, THE COMPANY'S MAXIMUM LIABILITY WILL BE THE GREATER OF \$1,000 OR SIX (6) MONTHS OF SERVICE FEES PAID. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.

THE COMPANY EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), THEFT OR UNAUTHORIZED USE OF YOUR CONFIDENTIAL INFORMATION OR YOUR PERSONALLY IDENTIFIABLE INFORMATION (TO THE EXTENT PERMITTED BY INDIVIDUAL STATE LAW), SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, AND ANY OTHER THEORY OF LIABILITY.

THIS EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE). SHOULD THERE ARISE ANY LIABILITY ON THE PART OF THE COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE, OR EXPENSE, THE LIMITATION OF LIABILITY ABOVE SHALL APPLY. THE CUSTOMER ACKNOWLEDGES THAT, FOR AN ADDITIONAL FEE, THE CUSTOMER MAY OBTAIN ADDITIONAL PROTECTION FOR THE PREMISES, INCLUDING ALTERNATE ALARM COMMUNICATION METHODS.

2. **Insurance.** The Customer understands that THE COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not related to the value of the Premises or the Customer's possessions, but rather are based on the cost of the System and the Company's services.

The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance and waives any rights Customers' insurance company may have to be reimbursed by the Company for money paid to you or on your behalf

The Customer understands that the System is designed to reduce, but not eliminate, certain risks. The Company does not guaranty that the System will prevent personal injury, unauthorized entrances, fire and smoke damage to the Premises, or other damage. The Company assumes no liability for those risks.

3. **Limited Warranty.**

(a) For 12 months from the date of this Agreement, or as long as Extended Warranty and Repair Services are purchased, the Company warrants that if any part of the System installed by the Company does not work because of a defect or because of ordinary wear and tear, the Company will repair or replace that part at no charge to the Customer. The Company may use reconditioned parts in making repairs, but the Company warrants the replacement parts only for the remainder of the warranty period.

This limited warranty does not cover batteries in wireless devices or existing System components, nor does it apply if the System has been damaged by acts beyond the Company's control. Such acts include accidents, power surges, misuse, lack of proper maintenance, unauthorized changes or acts of God (including lightning, fires, earthquakes, tornadoes, hurricanes, floods, etc.).

The Customer must notify the Company of any problem the Customer claims the Company's limited warranty covers within the warranty period. The Company will repair the problem as soon as it reasonably can after it receives the Customer's notice.

(b) This limited warranty is the only warranty the Company makes, is made only if the Company installed the System, and takes the place of all other warranties whether express or implied. **NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

The Company does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service. If a court decides the Company has given the Customer any implied warranty, it will extend only for the length of the limited warranty period.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Customer. This limited warranty gives the Customer specific legal rights. The Customer may also have other legal rights that vary from state to state.

**4. Customer's Protection of Company.** This Agreement is intended only for the Customer's benefit; it does not include any other third parties. The System and Services included in this Agreement are intended to detect but not prevent damaging events. Therefore, the Customer agrees to protect/indemnify, defend and release the Company and the Company's related parties from liability against all third party claims or losses (including reasonable attorneys' fees) brought against the Company which relate to the System or the Services. The Company's related parties include the Company's employees, agents and subcontractors.

This protection/indemnity covers claims brought against the Company by the Customer's insurance company. It also includes claims arising under contract, warranty, negligence, or any other theory of liability.

The Customer's duty to protect/indemnify the Company, however, does not apply to claims based on injuries to third parties or to their property that occurred while the Company's employees were on the Premises and which were caused solely and directly by those employees.

In case of any third party claim or loss covered by the Customer's insurance, the Customer agrees not to look to the Company or the Company's related parties for reimbursement. The Customer waives any rights that the Customer's insurance carrier or others claiming through the Customer may have against the Company or the Company's related parties.

**5. The Customer's Agreements.** The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. The Customer is not aware of any hazardous conditions on the Premises. The Customer agrees to prevent false alarms and assume responsibility for them as well as any third-party alarm registration or application fees. If the Company notifies the Customer of a malfunction or excessive signals, the Customer will disconnect the System until the Company can repair it. In the event that the Customer is unwilling or unable to disconnect the System to prevent excessive signals from being transmitted to the Company, the Company will have the right to charge the Customer \$1.00 per signal received in excess of 20 signals within a 24-hour period. The Company may also terminate this Agreement with 10 days written notice in the event of excessive signals, alarms, and/or calls.

The Customer will not tamper or interfere with the System, nor permit others to do so. You agree, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees, that the Company can record, retrieve, review, copy, disclose and use all communications, including all telephone, video, wire, oral, electronic and other forms of transmission or communication, with the Customer and/or the Customer's representatives in the normal course of the Company's business. Certain federal and state laws prohibit interception and recording of telephone calls and other oral communications by electronic means, including the interception and recording of telephone calls and other oral communications by the System at the Premises. You, for yourself and any other person contacting Company or the monitoring facility or whose communication is received from the System, whether by Company or the monitoring facility (collectively, "Users"), consent to the interception, recording, disclosure and use of the contents of any telephone call, other oral communications or video in connection with the Services. In addition, you shall notify all Users with respect to any such interception, recording, disclosure or use. **YOU SHALL NOT INTERCEPT OR RECORD ANY ORAL COMMUNICATION OF ANY PERSON WITHOUT HAVING SUCH PERSON'S PERMISSION TO DO SO.**

The Customer will test the System at least once a month, as well as when changes are made to its communication services or the Premises. The Customer will immediately notify the Company of any changes to its phone services, internet services, and/or computer network configuration, or of any problems with the System. The Customer will contact the Company to arrange for periodic inspection and test services if/when such services are required or desired.

The Customer agrees that the Company can make programming data changes to the Customer's System concerning operation of the System.

The Customer will pay the Company its then-current charges for doing any work not covered by this Agreement, including paying the Company's minimum service charge if the Company cannot enter the Premises at the scheduled time. Any additional requested equipment and/or services will be provided under the terms of this Agreement except that additional charges will apply. The Customer's obligations continue even if the Customer sells or leaves the Premises.

If the Customer has subscribed to a third-party application (an "App"), the Customer agrees to only use the App according to the terms of the applicable App licensing agreement and/or terms and conditions. The Customer understands that the App is developed and maintained by a third party and the Company does not warrant in any way the operation of the App or any existing or continued compatibility of the App with the Company's System and shall not be liable for any damages incurred by the Customer arising from or related to the App.

As long as the Customer subscribes to the Company's internet-based web services, the Company grants to the Customer a non-exclusive license to use the Company's website portal, subject to the terms and use of the portal, via the internet solely to access, input, and modify the Customer's account information and System data. The Customer is solely responsible for the accuracy and effect of the data that the Customer enters and for any omissions relating thereto. The Company's website portal is provided "AS IS" without any express or implied warranties. The Customer agrees that the Company may terminate the Customer's license and portal access immediately without notice upon termination of this Agreement or if the Company determines that the Customer is using the services improperly, illegally, or in any other manner which is detrimental to the Company and/or its customers and suppliers.

**6. The Customer's Default.** If the Customer fails to perform its obligations, the Company will give the Customer written notice of default. If the Customer does not fix the default within 30 days, the Company can end this Agreement. If this Agreement is canceled or otherwise terminated prior to the expiration of the term of this Agreement for any reason, the Customer must pay the Company: (a) all amounts then due; (b) 90% of the amount due the Company for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and (c) the Company's reasonable collection costs, including attorneys' fees.

If this Agreement is ended for any reason, the Customer authorizes the Company to suspend all services, ignore all signals received from the System, and/or disconnect/shut-down the System to prevent it from communicating with the Company's equipment. In addition, the Company can peacefully enter the Premises and remove its equipment without any obligation to repair, restore, or redecorate the Premises if the installation and purchase charges have not been fully paid. If the Company waives any default by the Customer that does not mean the Company waives later defaults. Any waiver by the Company must be in writing.

The Customer grants the Company a security interest in any property the Company installs on the Premises in order to secure payment of the purchase price, SaaS payments, or performance under this Agreement. The Customer must return such property if it does not fully pay for it or fails to pay SaaS installments. If the Customer does not return such property, the Company will ask a court to force the Customer to do so. The Company has the rights of a secured party under the Uniform Commercial Code.

**7. System Charges.** The Customer agrees to pay all charges associated with the System and Services, including the initial payment, recurring services, licenses, taxes, SaaS payments, fines and other assessments, including sales taxes. The Customer authorizes the Company to electronically charge the Customer's bank account, debit card, or credit card account for the periodic service charges due under this Agreement. The Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees to reflect changes in these taxes or charges.

After the initial term of this Agreement as specified in the Services Details, the Company can increase the Company's fees by a cumulative annual amount of up to 8% or the most recent annual CPI for the Denver Metro Area, whichever is greater, in addition to any increases due to taxes or charges.

**8. Contact Information.** You expressly authorize the Company to contact you at the phone number, email address or other contact information you have provided, including through the use of an automated dialing system, SMS message (texts), email, pre-recorded or artificial voice, voicemail and/or facsimile for marketing communications and all communications related to servicing or administering your account with the Company, including, without limitation, communications about your System, this Agreement, the Services, billing, collections, promotions, advertisements and information regarding any of our current or future partners, and/or our partners products or services, whether related to your System or not. Your consent to receive marketing communications is not required as a condition of purchase. Message and data rates may apply. You may revoke this authorization by a signed writing mailed return receipt to Security Central, Inc., 67 Inverness Dr. East, Unit B, Englewood, CO 80112.

**9. Transfers.** The Customer cannot transfer this Agreement without the Company's consent. With the Company's consent, the Customer can transfer the agreement to a new service location or to a new property owner. The Company, however, can transfer this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers or subcontracts its obligations will have all of the Company's rights. The Company is not responsible, however, for any work, including monitoring, which is done negligently by any third party.

**10. Term.** Following completion of the initial term of this Agreement, the Agreement shall continue on a month-to-month basis as long as Services are being provided to the Customer and Customer continues to pay for those Services. The Customer or the Company may terminate this Agreement by notifying the other party at least 30 days prior to the end of the then-current term. It is critical that the Customer give any termination notice in a timely manner.

**11. Notices; Limitation on Lawsuits; Jury Trial.** Unless otherwise indicated, all notices must be in writing.

The Customer must bring any claim against the Company within 1 year after the claim arose. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner.

The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends. **THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, THE CUSTOMER AGREES THAT IT WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST THE COMPANY OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.**

**12. Miscellaneous.** This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer. This Agreement is not binding on the Company until the Company or its authorized agent signs it or begins installation or service. This Agreement is governed by Colorado law. Electronic signatures and electronic copies of this Agreement are binding on the parties. The Customer authorizes the Company to convert this Agreement to an electronic format and to destroy all original written documents. The electronic copy shall be legally equivalent to the original.

If the Company does not approve this Agreement, the Company's only obligation is to refund any payments the Customer has made. Any equipment or services the Company provides to the Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except by a writing that both the Customer and the Company sign. Any changes to this Agreement must be signed by a corporate officer of the Company.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." Except for monitoring, the Company will only do work during the Company's normal business hours of 8:00 a.m. to 5:00 p.m. on weekdays, excluding holidays the Company observes. All schedules and attachments are a part of this Agreement.



# Customer Acceptance #26588-1-0

## Lakehouse Bluetooth Readers and Elevators



### EFT Payment Authorization

As duly authorized signer on the financial institution account identified below, I authorize Security Central Inc. to perform electronic fund transfer debits and/or credits from my account identified below for payments due now and in the future including, but not limited to, deposits on new work requested, completion of work performed, recurring service fees, repairs, and permits:  Monthly  Quarterly  Annually

Bank Account # / CC # \_\_\_\_\_ Exp Date: \_\_\_\_\_ CSV Code: \_\_\_\_\_ CC Zip Code \_\_\_\_\_

Bank Name and Routing Number (or attach voided check) \_\_\_\_\_



### Monitoring Notification List

For monitoring service customers, please complete the Notification list below. This notification list is the instructions we will follow when we receive an alarm signal from your location. Please provide atleast two contact people with all available contact information and password. Contact us if you need assistance completeing the Notification List.

Notification List				
	Name	Hm/Wk/Cell Phone #	Email	Password
1.				
2.				
3.				
4.				
5.				

THE CUSTOMER ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THIS AGREEMENT AND ALL ITS ATTACHMENTS. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS AGREEMENT, ESPECIALLY THOSE SECTIONS ABOVE RELATING TO ITS PROTECTION OF THE COMPANY AND THE COMPANY'S LIMITED LIABILITY AND WARRANTY.

(CONSUMER TRANSACTIONS ONLY) YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. PLEASE SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT, IF APPLICABLE.

Southshore - Aurora Metro District

SECURITY CENTRAL, INC.

Customer Printed Name

Title

Carly Beard

Security Central Representative

Customer Authorized Signature

Date

Security Central Inc. Authorized Signature



www.SecurityCentralInc.com

**We C.A.R.E.**

✉ care@securitycentralinc.com  
☎ 303-721-0111 | 303-721-6490 Fax  
📍 67 Inverness Drive East, Unit B, Englewood, CO, 80112



# Project Proposal

Proposal #: 26590-1-0



Project Title:  
**Lighthouse Elevators and Bluetooth Readers**



Prepared For:  
**Attention: Angel**  
**Southshore - Aurora Metro District**  
27301 E. Southshore Drive  
Aurora, CO, 80016  
angel.duran@managementtrust.com  
(720) 797-4169



Proposal Date:  
**November 5, 2024**



Proposal By:  
**Carly Beard**  
Client Services  
carly@securitycentralinc.com  
303-389-9166



Security Intrusion



Keyless Entry



Video Surveillance



Monitoring Services



Medical Emergency



Fire Safety



Revised for 2024 Freeze

# Project Details

## Scope Summary

Page 4 of this proposal includes the replacement readers for all the card access doors at Lighthouse to have Bluetooth access available for homeowners and staff. These readers require more power than the normal readers. This proposal also includes 50 mobile credentials pre loaded onto the client's Virtual Keypad app to be assigned to residents and staff.

Please note, these credentials are NON TRANSFERABLE meaning that new credentials will need to be bought and issued with all of the following scenarios and more:

- The end user un-installs the Virtual Keypad App.
- The end user factory resets their phone.
- The end user gets a new phone.
- The end user begins using a different phone.
- Etc.

Please note, these credentials are NOT SHAREABLE meaning that each member of the household who wants to access the clubhouse or pool with their phone will need their own credential bought and loaded onto their phones.

Please note, the end user must have their Bluetooth on, open the Virtual Keypad app, approach the door reader, and then close the Virtual Keypad app each time they go into a door for the best user experience.

Please note, the client will be responsible for issuing credentials to each end user.

---

Page 3 of this proposal includes replacing the elevator access control system. This proposal also includes a relay to connect the elevator to the access control system. No access control permitting is anticipated for the elevator portion of this installation. If a permit is needed additional fees will apply.

### Door Locations:

1. Front door
2. Patio door,
3. Yoga room 1
4. Yoga room 2
5. Gym interior 1
6. Gym interior 2
7. Gym exterior
8. Downstairs pool door
9. Level 1 Elevator
10. Level 2 Elevator

# Elevators Addition :

# \$2,431.94

### Equipment & Services:

QTY	Description	Location	Unit Price	Ext.Price
3	Access Control Module	With Security Panel	\$160.77	\$482.31
1	Access Pwr Controller Supply 12 24VDC 6A Enclosure	With Panel	\$328.80	\$328.80
1	Programming Cable	With panel	\$4.13	\$4.13
1	Arlington 1/2in Snap In Bushing	With panel	\$.22	\$.22
1	Relay Module	With panel	\$46.15	\$46.15
2	12V 12AH Battery	With panel	\$35.38	\$70.76

### Labor:

QTY	Description	Ext.Price
7	Access Tech Labor	\$1,365.00
.71	Project Mgt.	\$134.57

Equipment Subtotal	\$932.37
Labor Subtotal	\$1,499.57
<b>Elevators Addition SubTotal</b>	<b>\$2,431.94</b>

**50% Deposit Required**

# Bluetooth Readers :

# \$7,287.48

### Equipment & Services:

QTY	Description	Location	Unit Price	Ext. Price
10	Bluetooth and Proximity Reader	Replace all existing card readers with bluetooth compatiple options	\$426.46	\$4,264.60
50	Mobile Credentials		\$12.00	\$600.00

### Labor:

QTY	Description	Ext. Price
10	Access Tech Labor	\$1,950.00
2.5	Project Mgt.	\$472.88

Equipment Subtotal	\$4,864.60
Labor Subtotal	\$2,422.88
<b>Bluetooth Readers SubTotal</b>	<b>\$7,287.48</b>

**50% Deposit Required**



## Other Information

- Additional detection coverage and protective services are available for an additional fee.
- All equipment installed by Security Central is warranted for one year unless extended warranty/maintenance services are purchased. Company provides no warranty of existing equipment.
- Installation of conduit, high-voltage electrical connections, and phone/internet services are EXCLUDED from this proposal unless specifically noted in scope of work.
- Customer must provide unobstructed access to system areas for installation and servicing of devices. Customer must dedicate adequate personnel and equipment resources to ensure that all furniture, merchandise, and equipment are moved away from system device locations. Additional trip charges and labor charges may apply if device areas are not accessible at scheduled time.
- Company will provide one-hour service call to reprogram and test existing system. If the system cannot be completely reprogrammed and tested within that initial time, additional labor charges will apply at current service rates.
- System uses a web-based software platform. Therefore, Customer must supply internet connection with available static I.P. address(es) for system equipment. Customer is responsible for all computer network hardware and programming to enable remote web-based connection to system equipment.
- A fire alarm interface is required when magnetic locks are used. Equipment and labor for such interface is EXCLUDED from this proposal unless Security Central monitors and maintains your fire alarm system. Customer must contact your fire system servicing company for installation and programming of required fire alarm interface.
- The web-hosted communication software requires a Public Static I.P. address for each access control panel. Customer must furnish the required I.P. addresses. If Customer does not have available Public Static I.P. address, Security Central can provide I.P. Address Hosting service for \$10.00/month per control panel.



# Services Agreement

This Agreement is dated November 5, 2024 between Security Central, Inc. (the "Company" or "we") and you ("you" or the "Customer"). This Agreement covers the system(s) listed on the attached "Proposal" or any existing system(s) the Company takes over from another company (collectively, the "System") and any services set forth in the Proposal and further described below (the "Services") for the following location and any additional locations at which Customer requests and accepts Services from the Company (collectively, the "Premises"). The Company has written this Agreement in simple, easy-to-read language because it wants the Customer to understand it. Please feel free to ask any questions.

## Service Location:

The Lighthouse at Southshore  
 27301 E. Southshore Drive  
 Aurora CO, 80016  
 angel.duran@managementtrust.com

## Billing Location:

Southshore - Aurora Metro District  
 27151 E. Lakeview  
 Aurora CO, 80016

**Proposal No: 26590-1-0**

**Proposal Date: November 5, 2024**

Summary: This Agreement is a legal document and is necessary because we live in a litigious society. But we believe in being simple, open, and honest. Therefore, we would like to provide a brief summary of some of the important issues addressed in the following pages.

1. You are choosing to purchase the security products and services listed below to help reduce and manage, but not eliminate, your risks in a dangerous world. You agree to subscribe to our services for the full initial term of this Agreement; and we have based our pricing on your promise to do so.
2. Your System is one minor part of your total risk management program. Therefore, your expectation of our liability needs to be equally small. You can purchase more security such as armed guards and additional insurance if you feel your situation warrants more protection.
3. Alarm systems are intended to detect damaging events, but they do not prevent the damage from occurring. You pay your insurance company to insure you against losses such as theft, fire, flood, etc. But your insurance company or others may try to sue us for damages or losses at your property. You agree to protect us from them doing so.

## Services Purchased

Systems	
Elevators Addition	\$2,431.94
Bluetooth Readers	\$7,287.48
<b>Total Investment</b>	<b>\$10,183.18</b>

Services	
Elevators Addition	\$0.00
Bluetooth Readers	\$0.00
<b>Total Monthly Services</b>	<b>\$0.00</b>

\*Estimated sales tax of \$463.76 included above\*

Minimum Initial term for Recurring Services 0 months

**50% Deposit Required**

# Services Details

Subject to the Terms and Conditions herein, the Company will provide the Services as set forth in the Proposal and further described below. The Company will only provide Services that the Customer has requested and paid for in accordance with the fees set forth in the Proposal. Some or all of the Services described below may not apply to your particular Proposal. If you would like any of the Services described below that are not included in your Proposal, please notify us immediately so we may modify your Proposal.

**Installation/Purchase.** The Company agrees to sell the System and the Customer agrees to pay for the System in accordance with the terms of each Proposal. The Company will own the System until the Customer pays for the System in full. After the final payment, all right, title and ownership in the System shall pass to Customer, except for the transmitting software and any radio communication equipment which contain the Company's proprietary data and which the Company will retain ownership in and always own.

The Company agrees to install the System and the Customer agrees to pay the installation charge set forth in each Proposal. The Company assumes no responsibility for any delay in installation.

The Customer must furnish all power, lighting, and communications equipment and infrastructure that is needed for the System to operate properly. The Customer is solely responsible for all power, internet, phone/cellular communications, and/or other utility charges.

If the System includes video cameras and/or audio recording, the Customer agrees to (i) comply with all privacy rights and laws and not permit the System to be used where any person may have a reasonable expectation of privacy or in any unlawful manner; (ii) inform all persons on the Premises that they may be monitored by video/audio equipment; and (iii) use the System exclusively for security and/or management purposes.

The Customer must notify the Company of any hazardous materials or other environmental concerns at the Premises which could affect the Company's work or personal safety of workers and/or occupants.

If the System includes commercial fire alarm equipment, the system design is contingent upon approval by the authority having jurisdiction. Any required changes to the proposed System design will result in a price adjustment. The Customer must provide CAD drawings of the Premises that can be used for fire alarm engineering and permitting purposes. If adequate CAD drawings are not available, additional engineering charges will apply. Independent systems that must be connected to the fire alarm monitoring system, i.e. fire sprinkler systems, HVAC shutdown, etc., and their connections to the fire alarm System are excluded from this Agreement and must be provided by others.

The Customer must notify the Company in writing of any problems with the System installation within 30 days after the installation. See Section 3 for additional details on Limited Warranty. The Customer must pay for any additions or changes to the System beyond those shown on the Proposal.

The amount of the deposit required upon execution of this Agreement is \$4,859.71.

Your total payment for the recurring Services during the initial 0 term of this Agreement is \$0.00 (plus any applicable taxes), which is the amount of the monthly services payment multiplied by the number of months in the initial term of this Agreement. THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT. There are no prepayment penalties associated with the purchase or lease of the System or Services.

# Terms & Conditions

1. **LIMITATION OF THE COMPANY'S LIABILITY.** IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE, GROSS NEGLIGENCE (TO THE EXTENT PERMITTED BY INDIVIDUAL STATE LAW), OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT AT ALL, THE COMPANY'S MAXIMUM LIABILITY WILL BE THE GREATER OF \$1,000 OR SIX (6) MONTHS OF SERVICE FEES PAID. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.

THE COMPANY EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), THEFT OR UNAUTHORIZED USE OF YOUR CONFIDENTIAL INFORMATION OR YOUR PERSONALLY IDENTIFIABLE INFORMATION (TO THE EXTENT PERMITTED BY INDIVIDUAL STATE LAW), SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, AND ANY OTHER THEORY OF LIABILITY.

THIS EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE). SHOULD THERE ARISE ANY LIABILITY ON THE PART OF THE COMPANY OR REPRESENTATIVES FOR ANY LOSS, DAMAGE, OR EXPENSE, THE LIMITATION OF LIABILITY ABOVE SHALL APPLY. THE CUSTOMER ACKNOWLEDGES THAT, FOR AN ADDITIONAL FEE, THE CUSTOMER MAY OBTAIN ADDITIONAL PROTECTION FOR THE PREMISES, INCLUDING ALTERNATE ALARM COMMUNICATION METHODS.

2. **Insurance.** The Customer understands that THE COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not related to the value of the Premises or the Customer's possessions, but rather are based on the cost of the System and the Company's services.

The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance and waives any rights Customers' insurance company may have to be reimbursed by the Company for money paid to you or on your behalf

The Customer understands that the System is designed to reduce, but not eliminate, certain risks. The Company does not guaranty that the System will prevent personal injury, unauthorized entrances, fire and smoke damage to the Premises, or other damage. The Company assumes no liability for those risks.

3. **Limited Warranty.**

(a) For 12 months from the date of this Agreement, or as long as Extended Warranty and Repair Services are purchased, the Company warrants that if any part of the System installed by the Company does not work because of a defect or because of ordinary wear and tear, the Company will repair or replace that part at <sup>100</sup> no charge to the Customer. The Company may use reconditioned parts in making repairs, but the Company warrants the replacement parts only for the remainder of the warranty period.

This limited warranty does not cover batteries in wireless devices or existing System components, nor does it apply if the System has been damaged by acts beyond the Company's control. Such acts include accidents, power surges, misuse, lack of proper maintenance, unauthorized changes or acts of God (including lightning, fires, earthquakes, tornadoes, hurricanes, floods, etc.).

The Customer must notify the Company of any problem the Customer claims the Company's limited warranty covers within the warranty period. The Company will repair the problem as soon as it reasonably can after it receives the Customer's notice.

(b) This limited warranty is the only warranty the Company makes, is made only if the Company installed the System, and takes the place of all other warranties whether express or implied. **NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

The Company does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service. If a court decides the Company has given the Customer any implied warranty, it will extend only for the length of the limited warranty period.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Customer. This limited warranty gives the Customer specific legal rights. The Customer may also have other legal rights that vary from state to state.

**4. Customer's Protection of Company.** This Agreement is intended only for the Customer's benefit; it does not include any other third parties. The System and Services included in this Agreement are intended to detect but not prevent damaging events. Therefore, the Customer agrees to protect/indemnify, defend and release the Company and the Company's related parties from liability against all third party claims or losses (including reasonable attorneys' fees) brought against the Company which relate to the System or the Services. The Company's related parties include the Company's employees, agents and subcontractors.

This protection/indemnity covers claims brought against the Company by the Customer's insurance company. It also includes claims arising under contract, warranty, negligence, or any other theory of liability.

The Customer's duty to protect/indemnify the Company, however, does not apply to claims based on injuries to third parties or to their property that occurred while the Company's employees were on the Premises and which were caused solely and directly by those employees.

In case of any third party claim or loss covered by the Customer's insurance, the Customer agrees not to look to the Company or the Company's related parties for reimbursement. The Customer waives any rights that the Customer's insurance carrier or others claiming through the Customer may have against the Company or the Company's related parties.

**5. The Customer's Agreements.** The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. The Customer is not aware of any hazardous conditions on the Premises. The Customer agrees to prevent false alarms and assume responsibility for them as well as any third-party alarm registration or application fees. If the Company notifies the Customer of a malfunction or excessive signals, the Customer will disconnect the System until the Company can repair it. In the event that the Customer is unwilling or unable to disconnect the System to prevent excessive signals from being transmitted to the Company, the Company will have the right to charge the Customer \$1.00 per signal received in excess of 20 signals within a 24-hour period. The Company may also terminate this Agreement with 10 days written notice in the event of excessive signals, alarms, and/or calls.

The Customer will not tamper or interfere with the System, nor permit others to do so. You agree, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees, that the Company can record, retrieve, review, copy, disclose and use all communications, including all telephone, video, wire, oral, electronic and other forms of transmission or communication, with the Customer and/or the Customer's representatives in the normal course of the Company's business. Certain federal and state laws prohibit interception and recording of telephone calls and other oral communications by electronic means, including the interception and recording of telephone calls and other oral communications by the System at the Premises. You, for yourself and any other person contacting Company or the monitoring facility or whose communication is received from the System, whether by Company or the monitoring facility (collectively, "Users"), consent to the interception, recording, disclosure and use of the contents of any telephone call, other oral communications or video in connection with the Services. In addition, you shall notify all Users with respect to any such interception, recording, disclosure or use. **YOU SHALL NOT INTERCEPT OR RECORD ANY ORAL COMMUNICATION OF ANY PERSON WITHOUT HAVING SUCH PERSON'S PERMISSION TO DO SO.**

The Customer will test the System at least once a month, as well as when changes are made to its communication services or the Premises. The Customer will immediately notify the Company of any changes to its phone services, internet services, and/or computer network configuration, or of any problems with the System. The Customer will contact the Company to arrange for periodic inspection and test services if/when such services are required or desired.

The Customer agrees that the Company can make programming data changes to the Customer's System concerning operation of the System.

The Customer will pay the Company its then-current charges for doing any work not covered by this Agreement, including paying the Company's minimum service charge if the Company cannot enter the Premises at the scheduled time. Any additional requested equipment and/or services will be provided under the terms of this Agreement except that additional charges will apply. The Customer's obligations continue even if the Customer sells or leaves the Premises.

If the Customer has subscribed to a third-party application (an "App"), the Customer agrees to only use the App according to the terms of the applicable App licensing agreement and/or terms and conditions. The Customer understands that the App is developed and maintained by a third party and the Company does not warrant in any way the operation of the App or any existing or continued compatibility of the App with the Company's System and shall not be liable for any damages incurred by the Customer arising from or related to the App.

As long as the Customer subscribes to the Company's internet-based web services, the Company grants to the Customer a non-exclusive license to use the Company's website portal, subject to the terms and use of the portal, via the internet solely to access, input, and modify the Customer's account information and System data. The Customer is solely responsible for the accuracy and effect of the data that the Customer enters and for any omissions relating thereto. The Company's website portal is provided "AS IS" without any express or implied warranties. The Customer agrees that the Company may terminate the Customer's license and portal access immediately without notice upon termination of this Agreement or if the Company determines that the Customer is using the services improperly, illegally, or in any other manner which is detrimental to the Company and/or its customers and suppliers.

**6. The Customer's Default.** If the Customer fails to perform its obligations, the Company will give the Customer written notice of default. If the Customer does not fix the default within 30 days, the Company can end this Agreement. If this Agreement is canceled or otherwise terminated prior to the expiration of the term of this Agreement for any reason, the Customer must pay the Company: (a) all amounts then due; (b) 90% of the amount due the Company for the remainder of this Agreement (as an agreed-upon amount of damages and not as a penalty); and (c) the Company's reasonable collection costs, including attorneys' fees.

If this Agreement is ended for any reason, the Customer authorizes the Company to suspend all services, ignore all signals received from the System, and/or disconnect/shut-down the System to prevent it from communicating with the Company's equipment. In addition, the Company can peacefully enter the Premises and remove its equipment without any obligation to repair, restore, or redecorate the Premises if the installation and purchase charges have not been fully paid. If the Company waives any default by the Customer that does not mean the Company waives later defaults. Any waiver by the Company must be in writing.

The Customer grants the Company a security interest in any property the Company installs on the Premises in order to secure payment of the purchase price, SaaS payments, or performance under this Agreement. The Customer must return such property if it does not fully pay for it or fails to pay SaaS installments. If the Customer does not return such property, the Company will ask a court to force the Customer to do so. The Company has the rights of a secured party under the Uniform Commercial Code.

**7. System Charges.** The Customer agrees to pay all charges associated with the System and Services, including the initial payment, recurring services, licenses, taxes, SaaS payments, fines and other assessments, including sales taxes. The Customer authorizes the Company to electronically charge the Customer's bank account, debit card, or credit card account for the periodic service charges due under this Agreement. The Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees to reflect changes in these taxes or charges.

After the initial term of this Agreement as specified in the Services Details, the Company can increase the Company's fees by a cumulative annual amount of up to 8% or the most recent annual CPI for the Denver Metro Area, whichever is greater, in addition to any increases due to taxes or charges.

**8. Contact Information.** You expressly authorize the Company to contact you at the phone number, email address or other contact information you have provided, including through the use of an automated dialing system, SMS message (texts), email, pre-recorded or artificial voice, voicemail and/or facsimile for marketing communications and all communications related to servicing or administering your account with the Company, including, without limitation, communications about your System, this Agreement, the Services, billing, collections, promotions, advertisements and information regarding any of our current or future partners, and/or our partners products or services, whether related to your System or not. Your consent to receive marketing communications is not required as a condition of purchase. Message and data rates may apply. You may revoke this authorization by a signed writing mailed return receipt to Security Central, Inc., 67 Inverness Dr. East, Unit B, Englewood, CO 80112.

**9. Transfers.** The Customer cannot transfer this Agreement without the Company's consent. With the Company's consent, the Customer can transfer the agreement to a new service location or to a new property owner. The Company, however, can transfer this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers or subcontracts its obligations will have all of the Company's rights. The Company is not responsible, however, for any work, including monitoring, which is done negligently by any third party.

**10. Term.** Following completion of the initial term of this Agreement, the Agreement shall continue on a month-to-month basis as long as Services are being provided to the Customer and Customer continues to pay for those Services. The Customer or the Company may terminate this Agreement by notifying the other party at least 30 days prior to the end of the then-current term. It is critical that the Customer give any termination notice in a timely manner.

**11. Notices; Limitation on Lawsuits; Jury Trial.** Unless otherwise indicated, all notices must be in writing.

The Customer must bring any claim against the Company within 1 year after the claim arose. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner.

The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends. **THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, THE CUSTOMER AGREES THAT IT WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST THE COMPANY OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.**

**12. Miscellaneous.** This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer. This Agreement is not binding on the Company until the Company or its authorized agent signs it or begins installation or service. This Agreement is governed by Colorado law. Electronic signatures and electronic copies of this Agreement are binding on the parties. The Customer authorizes the Company to convert this Agreement to an electronic format and to destroy all original written documents. The electronic copy shall be legally equivalent to the original.

If the Company does not approve this Agreement, the Company's only obligation is to refund any payments the Customer has made. Any equipment or services the Company provides to the Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except by a writing that both the Customer and the Company sign. Any changes to this Agreement must be signed by a corporate officer of the Company.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." Except for monitoring, the Company will only do work during the Company's normal business hours of 8:00 a.m. to 5:00 p.m. on weekdays, excluding holidays the Company observes. All schedules and attachments are a part of this Agreement.



# Customer Acceptance #26590-1-0

## Lighthouse Elevators and Bluetooth Readers



### EFT Payment Authorization

As duly authorized signer on the financial institution account identified below, I authorize Security Central Inc. to perform electronic fund transfer debits and/or credits from my account identified below for payments due now and in the future including, but not limited to, deposits on new work requested, completion of work performed, recurring service fees, repairs, and permits:  Monthly  Quarterly  Annually

Bank Account # / CC # \_\_\_\_\_ Exp Date: \_\_\_\_\_ CSV Code: \_\_\_\_\_ CC Zip Code \_\_\_\_\_

Bank Name and Routing Number (or attach voided check) \_\_\_\_\_



### Monitoring Notification List

For monitoring service customers, please complete the Notification list below. This notification list is the instructions we will follow when we receive an alarm signal from your location. Please provide atleast two contact people with all available contact information and password. Contact us if you need assistance completeing the Notification List.

Notification List				
	Name	Hm/Wk/Cell Phone #	Email	Password
1.				
2.				
3.				
4.				
5.				

THE CUSTOMER ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THIS AGREEMENT AND ALL ITS ATTACHMENTS. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THIS AGREEMENT, ESPECIALLY THOSE SECTIONS ABOVE RELATING TO ITS PROTECTION OF THE COMPANY AND THE COMPANY'S LIMITED LIABILITY AND WARRANTY.

(CONSUMER TRANSACTIONS ONLY) YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. PLEASE SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT, IF APPLICABLE.

Southshore - Aurora Metro District

SECURITY CENTRAL, INC.

Customer Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Carly Beard  
Security Central Representative

Customer Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Security Central Inc. Authorized Signature \_\_\_\_\_

## Landscape Monthly Status Report

Project Name	Reporting Cadence
Southshore Metro District	Monthly (for Board Meetings)
Date	Prepared by:
October 2024	Kevin Cox

**III. Lawn Care** - Provide updates regarding Mowing/Edging, Fertilization, Weed, Disease and Pest Control – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-Mowing of turf areas completed.

-Leaf removal scheduled November

**IV. Shrubs/Plants** - Provide update regarding Edging, Pruning, Weed, Disease and Pest Control – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

**V. Tree Care** - Provide update regarding Pruning, Staking, Insect Control, Tree Wells – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-Plant Health Care – Completed.

-Plant audit completed and submitted.

-Tree & shrub pruning completed.

**Misc items as listed in Contract** – Provide update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-Weekly checking and replacement of trash and dog waste bags.

-Weekly poo patrol of the dog park.

-Monthly algae treatments to all three ponds.

-Holiday Lighting: Materials received 10/30/2024.

VI. Wood and Rock Mulched Areas-

-Approved proposals completed.

VII. Native Areas-

-Native areas sprayed for broadleaf weed July 1<sup>st</sup> - 2<sup>nd</sup> and July 22<sup>nd</sup>-25<sup>th</sup>.

-Native mowing complete.

-Beauty banding in process.

-Trash removed.

VIII. Irrigation Systems-

-Winterization in process.

-Winter watering of new plant material completed 10/15-10/17/2024.

IX. Landscape Debris Cleanup-

-Policing of property for trash, signs, and debris.

---

X. Aeration-

--Completed 10/2/2024.

XI. Winter Services-

Snow contract delivered and approved at September 2024 BOD meeting, yet to receive signed agreement.

Special Projects (provide an update to any special funding approved by the Board and their status)

- Proposal #42696 (\$66,255.00) – Annual plan for the care of community trees. Includes fertilizer application for young trees to encourage root development, pine beetle spray to protect conifers, and a general aphid/mite spray for winter protection. **Completed 10/28/2024.**
- Proposal #43046 (\$2,552.00) – Titus turf repairs. **Completed 9/12/2024.**
- Proposal #43299 (\$5,212.00) – Filter Maintenance – 1 occurrence. **Scheduled immediately following system winterization.**
- Proposal #43434 (\$1,980.00) – Underdrain @ Ridge Park (with option for others). **Completed 10/16/2024.**
- Proposal #43604 - Power washing of interior of lighthouse monument at the SE corner of Powhatan & Southshore Pkwy (<\$300 – T&M). **Completed 10/3/2024.**
- Proposal #43592 (\$1,446.00) – Repair/Move LV lighting wire at Lakehouse. **Completed 10/10/2024.**
- Proposal #43027 (\$9,622.00) – Lakeview Drive Conversion + Native Plants **Awaiting approval.**
- Proposal #43045 (\$22,200.00) – Dead Plant and Tree Stake Removal **Awaiting approval.**
- Proposal #43678 (\$11,640.00) – 6 Sidewalk Drains **Awaiting approval.**
- Proposal #43261 (\$6,420.00) – Owl House (3) Installation **Awaiting approval.**

Park Amenities										KEY	
<a href="https://www.google.com/maps/@42.0217116,-71.041704,15z">https://www.google.com/maps/@42.0217116,-71.041704,15z</a>										"s" = multiple/plural	Gray = Proposed change
Park Name/Location	# of amenity types total	Bench(es) /chairs	Picnic table(s)	Trash can(s)	Dog waste station(s)	Lighting	Gazebo/ pergola/ covered	Playground equipment	Bike rack	Grill(s)	Other
S Quantock Way Park	1				Y						
E Davies Drive Park	1				Y						
S Shady Grove Way Park	1	Y									
Pond Lookout Park	1	Y									
Bridge Park	1	Y									
E Ottawa Avenue Park	2	Ys				Y					
Loop Park	2	Y				Y					
E Eudid Drive Park	3	Y			Y	Y					
E Lakeview Place Park	3	Ys		Y						Y	
E Peakview Park	3	Ys			Y	Y					
E Roxbury Place Park	4	Ys		Y	Y	Y					
S Undargrove Court Park	4	Ys		Y	Y	Y					
Driver Park	4		Ys	Y	Y	Y					
Sainsc Trail Park	4	Ys	Y	Y	Y						
S Waterloo Way Park	5	Ys		Y	Y	Y	Y				
S Yanley Way Park	5	Ys	Ys	Y	Y	Y					
Dog Park	5	Ys		Y	Ys		Y		Y		
E Indore Avenue Park	5	Ys		Y	Y	Y				Y	
S Riverwood Way Park	5	Ys		Y	Y	Y				Y	
E Southshore Drive Park	5	Ys		Y	Y	Y					Information stand
S Riverwood Court Park	5	Ys		Y	Y	Y			Y		
Private Park	5	Ys		Y	Y	Y			Y	Y	
Van Park	6	Y	Y	Y	Y	Y				Y	
S Titus Way Park	6	Ys		Y	Ys	Y			Y	Y	
Lakehouse Front Park	6	Y			Y	Y	Y				Stage
Lakehouse Back Park	6	Ys		Y	Y	Y	Y				Stage & Fire Pit
S White Crow Way Park	7	Ys	Ys	Ys	Y	Y	Y	Y			
Boathouse Park	7	Ys	Y	Y	Y	Y					Fishing docks & Pencil boats
Anchor Point Park	8	Ys	Ys	Ys	Ys	Y	Y	Y	Y		
Ridge Park	8	Ys	Ys	Ys	Y	Y	Y	Y		Ys	
E Plymouth Place Park	8	Ys	Ys	Y	Y	Y	Y	Y	Y	Y	
Spinnaker Park	9	Ys	Ys	Ys	Y	Y	Y	Y	Y	Y	
Reservoir Lookout Park	9	Ys	Ys	Y	Y	Y	Y	Y	Y		Binoculars & Information stand
Southshore Park	10	Ys	Ys	Ys	Y	Y	Y	Y	Y	Ys	Information stand
Playground at the Lighthouse	10	Ys	Ys	Ys	Y	Y		Y	Y	Y	Binoculars & Information stand



# NOVEMBER 2024

## LANDSCAPE TIPS

FIRST FROST, FIRST SNOW, AND  
THE GRATITUDE OF ANOTHER  
GROWING SEASON'S BOUNTY

November is the time to make sure you are ready for winter:

- Confirm your irrigation system is off AND DRAINED. Undrained backflows are the leading repair in the spring.
- Delicate perennials like Canna Lily and Crocosmia need heavy mulch (4"-6") to keep warm over winter.
- Trim back dormant perennials.
- Ornamental trees like Pear, Crab Apple, and Hawthorne should be pruned in the winter months.
- Mulch leaves into your lawn for free fertilizer!
- Begin watering trees and new plants over winter once monthly on trees, every two weeks on plants if precipitation is lacking (1" rain/12" snow per month).

### Rodent (Mice, Voles, etc) Tips:

- 
- Remember these are beneficial creatures.
  - Remove cover, pruning perennials and lower branches of shrubs.
    - Check and secure entrance points to dwellings.
  - Eliminate food sources
  - Sensory Deterrents like capsaicin and predator urine can be effective, but need to be re-applied regularly.
-



Cox Professional Landscape Services LLC  
 14051 E Davies Ave Unit A  
 Centennial, CO 80112

**107**  
**Proposal #43261**  
 Created: 08/02/2024  
 Date: 11/18/2024  
 From: Wesley R Cox

Proposal For

Southshore Metropolitan District

c/o Cockrel Ela Glesne Greher & Ruhland  
 44 Cook Street, Suite 620  
 Denver, CO 80206

[southshoremtno.21@bill.com](mailto:southshoremtno.21@bill.com); [angel.duran@managementtrust.com](mailto:angel.duran@managementtrust.com); [michele.rittgers@managementtrust.com](mailto:michele.rittgers@managementtrust.com); [Lucinda@simmons-wheeler.com](mailto:Lucinda@simmons-wheeler.com)

Location

Aurora, CO 80016

SMD - 2024 OWL HOUSES

Terms  
 Net 30

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<b>Large Owl Nesting Box</b> Wooden nesting box for large owls. 21"D x 24"W x 19.25"H. Mounting hardware included.	3 ea	\$ 340.00	\$ 1,020.00
<b>Owl Box Installation</b> Installation of owl nest box at a height of 15'- 20' by a certified arborist climber. Pruning of observation window in adjacent tree canopy.	3 ea	\$ 1,800.00	\$ 5,400.00

Client Notes

Installation of a nesting box to encourage nesting of local Great Horned Owls. Placement of box to be away from human interaction as much as possible, mounted in healthy cottonwoods with entrance facing north at a height of 15' - 20'. To be installed by a certified arborist climber, who will also prune out an observation window into the canopy at installation.

See attached map for various proposed locations.

*All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.*

SUBTOTAL	\$ 6,420.00
<b>TOTAL</b>	<b>\$ 6,420.00</b>
DEPOSIT AMOUNT (50.0%)	\$ 3,210.00
DUE DATE	12/18/2024

Signature

x

Date:

Please sign here to accept the terms and conditions

Photos



Cox Professional Landscape Services LLC  
14051 E Davies Ave Unit A  
Centennial, CO 80112

108  
Proposal #43261  
Created: 08/02/2024  
Date: 11/18/2024  
From: Wesley R Cox





**Cox Professional Landscape Services LLC**  
 14051 E Davies Ave Unit A  
 Centennial, CO 80112

**109**  
**Proposal #43045**  
 Created: 06/28/2024  
 Date: 11/25/2024  
 From: Wesley R Cox

**Proposal For**

**Southshore Metropolitan District**

c/o Cockrel Ela Glesne Greher & Ruhland  
 44 Cook Street, Suite 620  
 Denver, CO 80206

[southshoremtno.21@bill.com](mailto:southshoremtno.21@bill.com); [angel.duran@managementtrust.com](mailto:angel.duran@managementtrust.com); [michele.rittgers@managementtrust.com](mailto:michele.rittgers@managementtrust.com); [Lucinda@simmonswheler.com](mailto:Lucinda@simmonswheler.com)

**Location**

27151 E Lakeview Dr  
 Aurora, CO 80016

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Terms Net 30			
SMD - 2024 DEAD TREES & PLANTS			
General Labor:2024 SOUTHSHORE General Labor General Landscape Labor	320 Hr	\$ 60.00	\$ 19,200.00
Dump Service Removal of items taken to the dump	1	\$ 3,000.00	\$ 3,000.00

**Client Notes**

Removal and disposal of all dead trees and shrubs throughout the community.

Removal of tree stakes, guy wires, and straps from all trees throughout the community.

*All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.*

**Signature**

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

Please sign here to accept the terms and conditions

SUBTOTAL	\$ 22,200.00
<b>TOTAL</b>	<b>\$ 22,200.00</b>
DEPOSIT AMOUNT (50.0%)	\$ 11,100.00
DUE DATE	12/25/2024



**Proposal For**

**Southshore Metropolitan District**

c/o Cockrel Ela Glesne Greher & Ruhland  
 44 Cook Street, Suite 620  
 Denver, CO 80206

[southshoremndo.21@bill.com](mailto:southshoremndo.21@bill.com); [angel.duran@managementtrust.com](mailto:angel.duran@managementtrust.com); [michele.rittgers@managementtrust.com](mailto:michele.rittgers@managementtrust.com); [Lucinda@simmons-wheeler.com](mailto:Lucinda@simmons-wheeler.com)

**Location**

27691 E Lakeview Dr  
 Aurora, CO 80016

SMD - 27691 E LAKEVIEW- COMMON AREA REHAB		Terms Net 30	
ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Landscape Construction: Mobilization Mobilization, staging, material and equipment delivery.	1	\$ 550.00	\$ 550.00
Dump Service Removal of items taken to the dump	1	\$ 300.00	\$ 300.00
2024 Landscape Labor Landscape Labor Rate for 2024	45 Hr	\$ 70.00	\$ 3,150.00
Landscape Fabric 6' x 300' Landscape Fabric Roll - 1,800 square feet	1 ea	\$ 475.00	\$ 475.00
Fabric/Sod Staple 4' x 1" Fabric/Sod Staple	122 ea	\$ 0.50	\$ 61.00
Landscape Construction: Edging, ProEdge ProEdge 4" installed	8	\$ 82.00	\$ 656.00
Multi-Color Cobblestone 2"- 4" Multi-Color Cobblestone 2"- 4"	18 Ton	\$ 190.00	\$ 3,420.00
Landscape Materials: Boulders: Granite boulders Granite boulders	1 ea	\$ 330.00	\$ 330.00
Landscape Construction: Shrub Planting: Rabbitbrush #5 Rabbitbrush #5 installed	4	\$ 85.00	\$ 340.00
Landscape Construction: Shrub Planting: Apache Plume #5 Apache Plume #5 installed	4	\$ 85.00	\$ 340.00

**Client Notes**

Existing landscape did not have irrigation installed, see attached map. As a result, installed native grass has not established and has heavy weed infestation. Recommend conversion to rock on streetscapes, install native plants (8) in native grass areas behind new landscaping.

NOTE: No warranty offered on plant materials without irrigation.

**Description of Work to be Performed:**

- Remove and dispose of 1,200 square feet of existing native grass and weeds, lowering finish grade 4".
- Install new landscape fabric and pins.
- Install 1 ton of Granite boulders for interest.
- Cover with 2"- 4" multi-colored cobblestone.



**Cox Professional Landscape Services LLC**  
 14051 E Davies Ave Unit A  
 Centennial, CO 80112

**111**  
**Proposal #43027**  
 Created: 06/26/2024  
 Date: 11/25/2024  
 From: Wesley R Cox

*All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.*

SUBTOTAL	\$ 9,622.00
<b>TOTAL</b>	<b>\$ 9,622.00</b>
DEPOSIT AMOUNT (50.0%)	\$ 4,811.00
DUE DATE	12/25/2024

Signature

x

Date:

Please sign here to accept the terms and conditions

Photos



*Fabric/Sod Staple*



*Multi-Color Cobblestone 2"- 4"*





**Proposal For**

**Southshore Metropolitan District**

c/o Cockrel Ela Glesne Greher & Ruhland  
 44 Cook Street, Suite 620  
 Denver, CO 80206

[southshoremtno.21@bill.com](mailto:southshoremtno.21@bill.com); [angel.duran@managementtrust.com](mailto:angel.duran@managementtrust.com); [michele.rittgers@managementtrust.com](mailto:michele.rittgers@managementtrust.com); [Lucinda@simmons-wheeler.com](mailto:Lucinda@simmons-wheeler.com)

**Location**

27301 E Southshore Dr  
 Aurora, CO 80016

SMD - 2024 SIX SIDEWALK DRAINS

Terms  
 Net 30

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Landscape Construction: Mobilization Mobilization, staging, material and equipment delivery.	6	\$ 550.00	\$ 3,300.00
General Labor: 2024 SOUTHSHORE General Labor Skilled Landscape Labor	60 Hr	\$ 70.00	\$ 4,200.00
Quikrete Quick Set Concrete Quikrete Quick Set Concrete - 50Lb Bag	48 ea	\$ 15.00	\$ 720.00
Landscape Materials: Granite bolder: Pea Gravel Pea Gravel	12	\$ 101.50	\$ 1,218.00
4' x 300' Landscape Fabric 4' x 300' Landscape Fabric	1.5 ea	\$ 428.00	\$ 642.00
Landscape Construction: Drains: Drains, 4" 4" PVC French Drain - per foot	300	\$ 5.20	\$ 1,560.00

**Client Notes**

Install french drain under sidewalk at 6 locations throughout the property (see map).

- Mead district - 2
- Ridge district - 1
- Hill district - 2
- Senac district - 1

*All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.*

SUBTOTAL	\$ 11,640.00
<b>TOTAL</b>	<b>\$ 11,640.00</b>

Signature

DUE DATE

12/18/2024

x

Date:

Please sign here to accept the terms and conditions

**Photos**



Cox Professional Landscape Services LLC  
14051 E Davies Ave Unit A  
Centennial, CO 80112

113  
Proposal #43678  
Created: 10/21/2024  
Date: 11/18/2024  
From: Wesley R Cox



## SOUTHSHORE METROPOLITAN DISTRICT

### A RESOLUTION CALLING FOR THE 2025 REGULAR DISTRICT ELECTION AND APPOINTING A DESIGNATED ELECTION OFFICIAL

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

WHEREAS, the terms of office of Directors Bergeon, Chan and Palmer expire after the successors are elected at the regular special district election to be held on May 6, 2025 (“**Election**”) and have taken office; and

WHEREAS, in accordance with the provisions of the Special District Act (the “**Act**”) and the Colorado Local Government Election Code (the “**Code**”) (the Act and the Code being referred to jointly as the “**Election Laws**”), the Election must be conducted to elect three (3) Directors to serve for a term of four years.

NOW, THEREFORE, be it resolved by the Board of Directors of Southshore Metropolitan District in Arapahoe County, State of Colorado that:

1. The regular election of the eligible electors of the District shall be held on May 6, 2025, between the hours of 7:00 a.m. and 7:00 p.m. pursuant to and in accordance with the Election Laws, and other applicable laws. At that time, three (3) Directors may be elected to serve a four-year term.

2. The Election shall be conducted as a mail ballot election in accordance with all relevant provisions of the Election Laws. The Designated Election Official shall prepare the Plan for conducting the mail ballot Election. There shall be no election precinct or polling place. All mail ballots shall be returned to the Designated Election Official at the address designated in the Mail Ballot Plan.

3. The District’s Board of Directors (the “**Board**”) hereby designates Sarah H. Luetjen as the Designated Election Official for the conduct of the Election on behalf of the District and she is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Election Laws or other applicable laws. Among other matters, the Designated Election Official shall provide the call for nominations, appoint election judges as necessary, appoint the Canvass Board, arrange for the required notices of election, printing of ballots, and direct that all other appropriate actions be accomplished.

4. Self-Nomination and Acceptance forms are available from the Designated Election Official via email: [sluetjen@cegrlaw.com](mailto:sluetjen@cegrlaw.com). All candidates must file a Self-Nomination and Acceptance form with the Designated Election Official no earlier than January 1, 2025, nor later than the close of business on Friday, February 28, 2025.

5. If the only matter before the electors is the election of Directors of the District and if, at the close of business on March 4, 2025, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent no later than March 3, 2025, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with the Code.

6. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board's intention that the various provisions hereof are severable.

7. Any and all actions previously taken by the Designated Election Official, the Secretary of the Board, or any other persons acting on their behalf pursuant to the Election Laws or other applicable laws, are hereby ratified and confirmed.

8. All acts, orders, and resolutions, or parts thereof, of the Board which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

9. The provisions of this Resolution shall take effect immediately.

ADOPTED this 12<sup>th</sup> day of November, 2024.

SOUTHSHORE METROPOLITAN  
DISTRICT

By: \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary



# HIGHSTREET

TCW Risk Management

**AGENCY SERVICES AGREEMENT**

**District Name:**

TCW Risk Management ("the Agency") agrees to act as Insurance Agent, representing its multiple resources, for the above-named District. The agent's services for property and liability shall include the following:

1. Review the District's coverage needs, budgets and future plans with the District's Project Manager and, if requested, the District's Board or the Board's designated representative.
2. Review property coverage including physical inspection of the District's property locations (if requested), if the District has real and/or personal property it wishes to insure.
3. Prepare and submit applications to the Colorado Special Districts Property and Liability Pool and at the request of District other standard carriers.
4. Present all quotations on a "net of commission" basis (no commissions in the price) if total annual premiums are less than \$6,000. If over \$6,000, quotes will include commission and no fee will be charged.
5. Prepare separate billings – one for quoted net premiums and one for the services of the Agency.
6. Provide claim services including but not limited to: taking initial calls or reports of claims from Districts Representative or claimants; reporting claims to the districts insurance company; providing insurance related counsel and advice during the claim process to the District and its Representatives; fielding calls from claimants; directing insurance company adjustors to District Representatives.
7. Provide ancillary services on an as-needed basis, including, but not limited to contract language review for insurance purposes (only) or aid in negotiating required insurance terms with entities either requiring insurance of the District or required to have insurance by the District.

**FEES**

If the total annual premiums of the below policies purchased by the district through the Agency are less than \$6,000, then the Agency shall charge the following fees in lieu of commissions:

**\$695.00** annual fee: Liability, Public Officials Liability, Automobile Liability.

**\$280.00** annual fee: Additional if property coverage is required.

**\$200.00** annual fee: Inactive District Liability.

***\*Fees are invoiced annually and subject to normal increases.***

**Please acknowledge your agreement with the terms herein by signing below. The obligation for payment of the above fees shall be the responsibility of the District signing below.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Person Signing – Printed or Typed

\_\_\_\_\_  
Name of Organization represented by  
above signor – Printed or Typed

\_\_\_\_\_  
Date



Pool Administration  
 McGriff  
 1800 SW First Avenue, Suite 400  
 Portland, OR 97201  
 Phone: (800) 318-8870  
 Fax: (503) 943-6622

**INSTRUCTIONS AND CHECKLIST TO JOIN THE POOL BY PROPERLY EXECUTING  
 THE RESOLUTION AND INTERGOVERNMENTAL AGREEMENT (IGA)**

- \_\_\_ Please use the provided copies of the Resolution and IGA without alteration. When changes are warranted, please submit the modified draft Resolution (prior to Board action and signature) for review by the Pool Counsel for acceptance by the Pool Board of Directors.
- \_\_\_ The Board Chair must sign both the Resolution and IGA.
- \_\_\_ The Board's Secretary or other Board Director must attest to the Chair's signature on both the Resolution and IGA. If this attestation is not made by the Secretary, please indicate the name and position on the Board (if applicable) of the Director making the attestation.
- \_\_\_ Enter the current date on both the Resolution and IGA signature pages.
- \_\_\_ Enter the coverages and the effective dates on the second page of the Resolution. Subsequent renewal coverages or additions will be automatically recognized in the agreement.
- \_\_\_ Each District must designate on the Resolution specific individuals (not necessarily Board Directors) to be the Primary and Alternative Pool Representatives. These individuals may not be a company, and a single person may not serve as both the Primary and Alternative Representative.
- \_\_\_ Please enter a current email and mailing address for the Primary and Alternative Representatives. You may specify the individual's mailing address as being in care of a company.
- \_\_\_ Groups of related Districts must each provide separate signed documents if each is a separate legal entity. Each legal entity will have their own separate policy in the Pool.
- \_\_\_ Please indicate adoption of the Resolution by two Directors on Page 2 of the Resolution.
- \_\_\_ A copy of the Resolution and one original IGA document must be returned to McGriff Insurance Services, Inc., the Pool Administrator. If the District wishes to retain an original copy, please have duplicate originals signed at the same time.

**PLEASE NOTE IT IS IMPORTANT THAT CURRENT REPRESENTATIVE AND/OR  
 ALTERNATE INFORMATION BE MAINTAINED WITH THE POOL ADMINISTRATOR.  
 WE REQUEST ANY CHANGES BE SUBMITTED IN WRITING AS SOON AS POSSIBLE.**

## RESOLUTION NO. \_\_\_\_\_, SERIES 20\_\_

WHEREAS, the Board of Directors of \_\_\_\_\_ (hereafter referred to as “the District”) has authority under Article XIV, Section 18(2)(a) of the Colorado Constitution, and §§ 24-10-115.5, 29-13-102, 29-1-201, et seq., and 8-44-204 of the Colorado Revised Statutes, as amended, to participate in a self-insurance pool for property and liability and/or workers’ compensation coverages;

WHEREAS, the Board of Directors has reviewed a contract to cooperate with other Colorado Special Districts by participating in a self-insurance pool for property and liability and/or workers’ compensation coverages entitled “Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool”, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution; and,

WHEREAS, the Board of Directors finds that participation in such a pool would be in the best interest of the District, its employees, and its taxpayers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District hereby:

1. Approves the contract entitled Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution by this reference.
2. Authorizes and directs the Chair of the Board of Directors to execute Exhibit A on behalf of the District.
3. Directs the Secretary of the Board of Directors to transmit to the Colorado Special Districts Property and Liability Pool (hereafter referred to as “Pool”), McGriff Insurance Services, Inc., PO Box 1539, Portland, OR 97207-1539, an executed and attested copy of this Resolution and one original of Exhibit A.
4. Designates \_\_\_\_\_ as District’s initial Representative to the Pool and designates \_\_\_\_\_ as the District’s Alternative Representative.
5. Provides the following contact information for the Representative and Alternate Representative:  
 Representative Email Address: \_\_\_\_\_  
 Representative Mailing Address: \_\_\_\_\_  
 Representative Phone Number: \_\_\_\_\_  
  
 Alternate Representative Email Address: \_\_\_\_\_  
 Alternate Representative Mailing Address: \_\_\_\_\_

Alternate Representative Phone Number: \_\_\_\_\_

- 6. Understands that, with the adoption of this Resolution, the District becomes a member of the Pool, with coverage to be provided by or through the Pool on such date as determined by the District and Pool.

Director \_\_\_\_\_ moved the adoption of the above Resolution.

Director \_\_\_\_\_ seconded the adoption of the above Resolution.

This Resolution was adopted by a majority vote of the Board of Directors of the District on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Chair of the Board

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**INTERGOVERNMENTAL AGREEMENT FOR THE  
COLORADO SPECIAL DISTRICTS  
PROPERTY AND LIABILITY POOL**

As Amended  
SEPTEMBER 14, 2022

## TABLE OF CONTENTS

ARTICLE	1	Definitions .....	1
ARTICLE	2	Creation of Pool .....	1
ARTICLE	3	Purposes .....	2
ARTICLE	4	Non-Waiver of Governmental or Other Immunity .....	2
ARTICLE	5	Participation .....	2
ARTICLE	6	Board of Directors and Officers .....	3
ARTICLE	7	Meetings of the Board of Directors .....	4
ARTICLE	8	Powers and Duties of the Board of Directors .....	4
ARTICLE	9	Members' Powers and Meetings .....	6
ARTICLE	10	Obligations of Members .....	7
ARTICLE	11	Contributions .....	8
ARTICLE	12	Liability of Directors, Officers and Employees .....	10
ARTICLE	13	Withdrawal of Members .....	11
ARTICLE	14	Expulsion of Members .....	11
ARTICLE	15	Effect of Withdrawal or Expulsion .....	12
ARTICLE	16	Miscellaneous .....	13

**INTERGOVERNMENTAL AGREEMENT FOR THE  
COLORADO SPECIAL DISTRICTS PROPERTY AND LIABILITY POOL**

**ARTICLE 1. Definitions**

As used in this Pool Agreement, the following terms shall have the meaning hereinafter set out:

- 1.1 **BOARD**: Board of Directors of the Pool.
- 1.2 **CLAIM YEAR**: Any twelve consecutive month period established by the Board. The "initial" claim year is the first claim year established for the Pool.
- 1.3 **DIRECTOR**: A person serving on the Board.
- 1.4 **MEMBER**: A Special District which enters into this Pool Agreement. An "initial" member of the Pool is a member which obtains coverage through the Pool during the initial claim year.
- 1.5 **MEMBER REPRESENTATIVE**: That person who is an elected official, employee, or other person designated in writing by a Member as its representative or alternate to the Pool.
- 1.6 **POOL**: The Colorado Special Districts Property and Liability Pool established pursuant to the Constitution and the statutes of this state by this Pool Agreement.
- 1.7 **POOL AGREEMENT**: This Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool.
- 1.8 **PUBLIC ENTITY**: A public entity pursuant to Section 24-10-103(5), C.R.S., as amended, and that is formed by this Pool Agreement by Member Special Districts as a separate and independent governmental and legal entity pursuant to the provisions of Article XIV, Section 18(2) of the Colorado Constitution and Sections 29-1-201 *et. seq.*, 8-44-101(1)(C) and (3), 8-44-204, 24-10-115.5, and 29-13-102, C.R.S., as amended.
- 1.9 **SPECIAL DISTRICT**: A political subdivision of the State of Colorado that is a unit of local government pursuant to Article 13, Title 29, C.R.S., as amended, or an authority organized pursuant to Part 8, Article 25, Title 31, C.R.S., as amended, that is a public entity pursuant to Section 24-10-103(5), C.R.S., as amended, and that is eligible for membership in the Special District Association of Colorado according to the Association's bylaws as amended and in effect from time to time. "Special District" also includes any separate entity created by intergovernmental agreement authorized by Part 2, Article 1, Title 29, C.R.S., as amended, if at least one of the contracting entities is a special district and if all of the contracting entities are units of a local government pursuant to Article 13, Title 29,

C.R.S., as amended, and are public entities pursuant to Section 24-10-103(5), C.R.S., as amended.

- 1.10 SDA BOARD: The Board of Directors of the Special District Association of Colorado.

### **ARTICLE 2. Creation of Pool**

- 2.1 The Colorado Special Districts Property and Liability Pool is hereby formed by this Pool Agreement by Member Special Districts as a separate and independent governmental and legal entity pursuant to the provisions of Article XIV, Section 18(2) of the Colorado Constitution and Sections 29-1-201 et. seq., 8-44-101(1)(C) and (3), 8-44-204, 24-10-115.5, and 29-13-102, C.R.S., as amended.
- 2.2 Each Special District entering into this Pool Agreement has the power under Colorado law to make provision for the property and liability coverages, workers' compensation benefits, and risk management, claims handling, and other functions and services which constitute the specific functions and services jointly provided by means of the Pool.

### **ARTICLE 3. Purposes**

- 3.1 The purposes of the Pool are to provide defined property, liability, workers' compensation and associated coverages, and claims and risk management services related thereto, for Member Special Districts through a self-insurance pool.
- 3.2 It is the intent of the Members to use Member contributions to defend and indemnify, in accordance with this Pool Agreement, any Member against stated liability or loss to the extent of the coverage provided by or through the Pool.
- 3.3 All income and assets of the Pool shall be at all times dedicated to the exclusive benefit of its Members.

### **ARTICLE 4. Non-Waiver of Governmental or Other Immunity**

- 4.1 All Pool money, plus earned interest, is money derived from its Members which consist solely of Special Districts and a Public Entity within the State of Colorado. It is the intent of the Members and the Public Entity that, by entering into this Pool Agreement, they do not waive and are not waiving any immunity provided by any law to the Public Entity, Members or their public employees, as defined in Section 24-10-103(4), C.R.S., as amended.

### **ARTICLE 5. Participation**

- 5.1 The Board shall have the authority to limit the Members of the Pool to those Colorado Special Districts which are members of the Special District Association of Colorado and

which properly enter into and adopt this Pool Agreement.

- 5.2 New Members, including special districts which have previously withdrawn or been expelled from the Pool, shall be admitted only upon approval by the Board, subject to the payment of such sums and under such conditions as the Board in each case or from time-to-time establishes.
- 5.3 A Member may participate in the Pool for either or both of the following purposes:
1. The property and liability coverages authorized by Sections 24-10-115.5 and 29-13-102, C.R.S., as amended, and risk management, claims handling and other functions and services related to such coverages;
  2. The workers' compensation coverages authorized by Sections 8-44-101(1)(C) and (3) and 8-44-204, C.R.S., as amended, and risk management, claims handling, and other functions and services related to such coverages.
- 5.4 A Member who is participating in the Pool for one of the purposes set forth in Paragraph 5.3 may be authorized to participate in the Pool for the other of those purposes upon further compliance, as necessary, with Paragraph 5.1 and approval of the Board, subject to the payment of such sums and under such conditions as the Board in each case or from time-to-time establishes.
- 5.5 Upon a vote of the Directors, the Board shall have the authority to approve a Public Entity to participate in the Pool for one of the purposes set forth in Paragraph 5.3. If a Public Entity is allowed to participate in the Pool, the Board must adopt rules, pursuant to Subparagraph 14 of Paragraph 8.2, to ensure that participation by the Public Entity will not interfere or conflict with the Board's obligations to its Members or impair the financial condition of the Pool. The Board shall also have the authority, upon a vote of the Directors, to remove the Public Entity from participation in the Pool. A Public Entity approved by the Board to participate in the Pool is not a Member, does not have powers of a Member under Article 9, and may not request binding arbitration under Paragraph 16.11.

#### **ARTICLE 6. Board of Directors and Officers**

- 6.1 The Pool Board of Directors shall be composed of nine persons to be appointed by the SDA Board. Directors shall be appointed from among the Member Representatives, each from a different Member. At least one (1) Pool Director shall be appointed by the SDA Board from among the SDA directors. Pool Directors who are not SDA directors shall be appointed by the SDA Board from nominations received from Members. In no event may more than three Pool Directors be appointed from any one of the following types of special districts: Ambulance, Fire, Metropolitan, Park and Recreation, Sanitation, Water, Water and Sanitation, Hospital, or Library Districts. Nominations from the Members shall be submitted to the SDA Board at such time as the SDA Board may provide, and any

- nomination must be approved by the Board of Directors of the Member submitting the nomination.
- 6.2 The Executive Director of the SDA shall serve as an ex-officio, non-voting Director on the Board. Additionally, an employee of the SDA, as designated by the Executive Director of the SDA, shall serve as a non-voting Director on the Board in the role of Pool Liaison, to act as an intermediary between the Pool Board and its vendors for the purpose of coordinating services.
- 6.3 Terms of the Directors shall be two-year, overlapping terms or until their successors have been appointed, except as provided herein. The term of office shall begin on a January 1, and end at midnight on a December 31, except that the Directors appointed to the first Board following the formation of the Pool shall begin their term prior to a January 1 if the SDA Board so directs. Directors may serve successive terms. The SDA Board shall appoint to the first Board following formation of the Pool, three Directors to serve one-year terms and four Directors to serve two year terms, with the successors of each appointed for two-year terms. Of the two additional persons to be appointed to the Board upon expansion of the Board from seven to nine persons, one shall be appointed to serve a one-year term and one shall be appointed to serve a two-year term, with the successors of each appointed for two-year terms; the terms of office of the two additional persons initially appointed may begin prior to a January 1 if the SDA Board so directs.
- 6.4 The officers of the Pool shall be: president, one or more vice presidents, secretary, one or more assistant secretaries, and comptroller. The officers shall be elected annually by and from among the Directors at the first meeting of the Board following each December 31.
- 6.5 A vacancy shall occur on the Board when a Director:
1. Submits a written resignation to the Board;
  2. Dies;
  3. Ceases to be a Member Representative;
  4. Fails to attend three consecutive regular meetings of the Board without the Board having entered upon its minutes an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness; or
  5. Is convicted of a felony.
- 6.6 A change in which Member has designated a Director as its Member Representative, including alternates, does not cause a vacancy on the Board unless the change causes there to be more than three Directors appointed from the types of special districts listed in

Paragraph 6.1.

- 6.7 Any vacancy on the Board shall be filled by appointment by the SDA Board for the unexpired portion of the term.

#### **ARTICLE 7. Meetings of the Board of Directors**

- 7.1 The Board may set a time and place for regular meetings which may be held without further notice. The Members shall be notified of the time and place set for regular meetings.
- 7.2 Special meetings may be called by the President or by a majority of the Directors by mailing written notice at least ten (10) days in advance to all Directors or by unanimously executed waiver of notice.
- 7.3 Five Directors shall constitute a quorum to do business. All acts of the Board shall require approval of a majority of the Directors present, except as otherwise specifically provided in this Pool Agreement.
- 7.4 One or more or all Directors may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence at the meeting.
- 7.5 Any action of the Board may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all Directors appointed to the Board. Such consent shall have the same effect as a unanimous vote. The consent may be executed in counterparts.

#### **ARTICLE 8. Powers and Duties of the Board of Directors**

- 8.1 The business and affairs of the Pool shall be managed by the Board which shall exercise all the authority and powers and discharge all the duties of the Pool, except as is otherwise provided in this Pool Agreement.
- 8.2 In addition to all other powers of the Board set out in this Pool Agreement, the Board shall have the power to:
1. Exercise all powers necessary to carry out the purposes of the Pool.
  2. Retain agents, independent contractors and employees necessary to administer and achieve the purposes of the Pool, including, but not limited to, attorneys, accountants, investigators, experts, consultants, and others.
  3. Purchase, sell, encumber, and lease real property, and purchase, sell, encumber or

lease equipment, machinery, and personal property.

4. Invest money as allowed for the Pool by Colorado statutes or by lawful regulations adopted pursuant to Colorado statutes, as from time-to-time amended.
  5. Purchase excess insurance, stop-loss insurance, and reinsurance as the Board deems prudent.
  6. Adopt and adjust the coverages provided through the Pool.
  7. Adopt and adjust contributions to the Pool.
  8. Enter into contracts including, but not limited to, contracts for risk management, claim adjustment, and brokerage services.
  9. Reimburse Directors for reasonable and approved expenses, including expenses incurred in attending Board meetings, and pay compensation to each Director for his or her services in a sum not to exceed the maximum sum which may by statute be paid as compensation for services of directors on Colorado special district boards of directors.
  10. Purchase fidelity bonds from an insurance company approved by the Insurance Commissioner of the State of Colorado to do business in Colorado.
  11. Establish reasonable and necessary loss reduction, prevention and risk management policies and procedures to be followed by the Members.
  12. Appoint committees from time to time as the Board considers desirable.
  13. Provide for claims and loss control procedures, and establish conditions to be met prior to the payment or defense of claims.
  14. Establish rules governing its own conduct and procedure, and the authority of its officers, not inconsistent with this Pool Agreement.
  15. Approve attorneys or firms of attorneys to represent Members in claims covered through the Pool.
  16. Delegate in writing fiduciary responsibilities or ministerial powers and duties to individual Directors or committees of the Board or to such agents, employees, and independent contractors as the Board considers desirable.
- 8.3 In addition to all other duties of the Board set out in this Pool Agreement, the Board shall have the duty to:

1. Have an audit of the financial affairs of the Pool be made annually by a certified public accountant in accordance with applicable laws and regulations, and provide a copy thereof to each Member.
2. Select a qualified actuary to conduct periodic reviews of the Pool's funds and any reviews required by the Insurance Commissioner of Colorado, and make recommendations to the Board based on such reviews.
3. Designate one or more persons or entities to administer the Pool.
4. Adopt a budget annually and report the budget to the Members.
5. Three persons shall be appointed annually to an expulsion committee to serve until January 1 of the year following the appointment. One person, to be appointed by the Board, shall be a director on the board, one person, to be appointed by the Board, shall be a representative of the person(s) or entity(ies) providing general administrative services to the Pool, and one person, to be appointed by the SDA Board, shall be a member of the SDA Board.

#### **ARTICLE 9. Members' Powers and Meetings**

9.1 The Members shall have the power to:

- a. Amend the Pool Agreement by a two thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.
- b. Dissolve the Pool and disburse its assets by a two thirds (2/3) vote of the Members present at a meeting, pursuant to such notice and in keeping with such procedure as shall be established by the Board, and upon which question proxy voting shall not be allowed. Notice of the dissolution and plan for disbursement of assets and payment of the remaining obligations of the Pool shall be mailed to the Insurance Commissioner of Colorado at least ninety (90) days prior to the effective date of the dissolution. The plan for disbursement of assets and payment of the remaining obligations of the Pool shall not take effect until approved by the Insurance Commissioner of Colorado. Upon dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, as determined by the Board and subject to approval by the Insurance Commissioner of Colorado, shall be distributed exclusively to Special Districts which are members of the Pool prior to dissolution to be used for one or more public purposes.

9.2 Meetings of the Members shall be held as follows:

- a. Members shall meet at least once annually at a time and place to be set by the Board, with notice mailed to each Member at least thirty (30) days in advance.
- b. Special meetings may be called by the Board upon its own motion and shall be called by the Board upon written request of thirty (30) percent of the Members, with notice mailed to each Member at least thirty (30) days in advance.
- c. The president of the Pool shall preside at the meetings; a vice president of the Pool shall preside in the absence of the president.
- d. Twenty (20) percent of the Members shall constitute a quorum to do business.
- e. Except for action to dissolve the Pool, proxy voting shall be allowed, pursuant to such procedures as the Board may determine.
- f. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative. No Director may cast a vote for a Member under Article 9.
- g. Notwithstanding any other provision of the Pool Agreement, any amendment to the Pool Agreement, except an amendment relating to dissolution of the Pool, may be adopted without a meeting if an approval in writing, setting forth the amendment approved, is signed by the Member Representatives of at least two thirds (2/3) of the Members. The approval may be executed in counterparts.

#### **ARTICLE 10. Obligations of Members**

- 10.1 Each Member and any Public Entity participating in the Pool shall have the obligation to:
- a. Pay all contributions or other payments to the Pool at such times and in such amounts as shall be established by the Board. Any delinquent payments shall be paid with interest pursuant to a policy established by the Board and uniformly applied.
  - b. Designate in writing, a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an elected official, employee, or other designee of the Member, and may be changed from time-to-time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative. No Public Entity Member may have a Member Representative or any alternates.
  - c. Allow the Pool and its agents, contractors, employees and officers reasonable access to all facilities and records of the Member as required for the administration of the Pool.

- d. Cooperate fully with the Pool and all agents, contractors, employees and officers thereof in matters relating to the Pool.
- e. Provide information requested by the Pool, and all agents, contractors, employees, and officers thereof, as reasonably required for the administration of the Pool.
- f. Allow the Pool to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim within the scope of coverage furnished through the Pool.
- g. Comply with the claims, loss reduction, prevention and risk management policies and procedures established by the Board.
- h. Promptly report to the Pool all incidents or occurrences which could reasonably be expected to result in the Pool being required to consider a claim, in any form required by the Board and in compliance with any applicable excess insurance or reinsurance.
- i. Promptly report to the Pool the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts, as directed by the Board and in compliance with any applicable excess insurance or reinsurance.

#### **ARTICLE 11. Contributions**

- 11.1 The Board shall establish Member and Public Entity contributions pursuant to guidelines established by the Board from time-to-time. The contributions may include an annual contribution and any additional contributions at such times and in such amounts as the Board deems necessary to insure the solvency and avoid impairment of the Pool or which the Board otherwise deems beneficial to protect the financial condition of the Pool. The Board may provide for disbursement of non-surplus credit balances which are, pursuant to guidelines adopted by the Board from time to time, due a Member, and such disbursements shall not be subject to the provisions of Paragraphs 11.2 or 15.1.
- 11.2 Any excess funds which the Board determines are not needed for the purposes of the Pool, may be distributed among the Members and former Members, subject to Paragraph 15.1, pursuant to the following:
  - 1. Any such distribution may be in the form of credits against future contributions or in the form of payments, or a combination thereof, as the Board may determine.
  - 2. Money distributed for any claim year shall be distributed only to those Members and former Members which were Members during that claim year and shall be distributed in order of claim year contribution, with Members and former Members

of the initial claim year to receive the initial credits.

3. The amount which may be distributed for any claim year shall be established by the Board which shall have discretion as to the amount and timing of any distribution. That amount may not exceed the net sum of (i) the net income of the Pool for that claim year less (ii) the portion of the Pool's net income which equals the amount of the excess loss reserve of the claim year prior to the claim year (which is subject to the distribution) which was taken into income in that claim year plus (iii) the excess loss reserve for the claim year which is subject to the distribution.
  4. For the purpose of this Paragraph 11.2, the term "excess loss reserves" means the amount by which the amounts credited to loss reserves and charged to operating expenses in any claim year exceed the actual losses (including loss adjustment expenses) for that claim year.
  5. The amount established by the Board for a claim year pursuant to Subparagraph 3 of this Paragraph 11.2, shall be distributed among each Member and former Member which was a Member during that claim year based on the ratio which each Member's and former Member's contribution (excluding any surplus contribution) for the claim year bears to the total contributions (excluding surplus contributions) for the claim year and less the contributions of former Members which are not eligible for a distribution pursuant to Paragraph 15.1.
  6. Excess surplus funds contributed by Members and former Members may be distributed only among such contributing Members or former Members, subject to the five year membership requirement of Paragraph 15.1. The Board has discretion to determine, from time to time, the amount and timing of any distribution of such funds. The amount established by the Board shall be distributed among each Member and eligible former Member based on the ratio which each Member's and former Member's surplus contribution bears to the total amount of surplus funds contributed to the Pool by Members and former Members.
  7. No distribution of excess funds, including excess surplus funds contributed by Members, shall be made to any Member or former Member which owes any amount to the Pool until the amount so owed is paid, and any amount so owed may be deducted from the distribution to the Member or former Member.
  8. No distribution of excess funds, including excess surplus funds contributed by Members, shall cause the Pool to become impaired or insolvent.
- 11.3 The total amount of surplus shall be determined by the Board from time-to-time, but in no event shall be less than that required by the Insurance Commissioner of Colorado, and the Board may require all Members to make additional contributions to surplus as the Board deem necessary, or the Insurance Commissioner of Colorado may require.

- 11.4 The Pool shall account separately for contributions made for the property and liability coverages authorized by Sections 24-10-115.5 and 29-13-102, C.R.S., as amended, and for contributions made for the workers' compensation coverage authorized by Sections 8-44-101(1)(C) and (3) and 8-44-204, C.R.S., as amended.
- 11.5 Notwithstanding any provision of this Agreement to the contrary, the Pool Board may establish from any contributions or other assets of the Pool the initial minimum surplus for workers' compensation coverage required by the Insurance Commissioner of Colorado; provided that contributions or other assets derived from coverages other than workers' compensation shall not be used to establish such minimum surplus unless and until the Board first determines that workers' compensation contributions are or will be insufficient to fund such surplus in the amounts and within the time required by the Insurance Commissioner of Colorado; and provided further, that such minimum surplus shall be established from contributions for workers' compensation coverage as soon as the Board determines practicable consistent with ensuring the solvency and avoiding the impairment of the Pool. The Board may issue subordinated debt to establish such minimum surplus consistent with applicable requirements of the Insurance Commissioner of Colorado.
- 11.6 The Pool shall repay the Special District Association of Colorado for its ongoing services to the Pool, provided subsequent to the creation of the Pool, within such time and in such amount as the SDA Board and Pool Board may agree.

## **ARTICLE 12. Liability of Directors, Officers and Employees**

- 12.1 No Director, officer, committee member, Pool Liaison, or employee of the Pool shall be personally liable for any acts performed or omitted in good faith. The Pool shall indemnify each Director, officer, committee member, Pool Liaison, and employee of the Pool against any and all expense including attorney fees and liability expenses sustained by them, or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties performed for this Pool or omitted in good faith. This provision shall not be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.
- 12.2 The Pool shall obtain a fidelity bond or other bond to guarantee the faithful performance of each Director's, officer's Pool Liaison's, and employee's duties hereunder, and shall make reasonable effort to obtain errors and omissions coverage for each Director, officer, committee member, Pool Liaison, and employee of the Pool. The Pool shall obtain bonds for all Directors, officers, committee members, Pool Liaison, and employees who handle or have access to Pool funds, in an amount which the Board deems appropriate but no less than the minimum amount deemed necessary by the Insurance Commissioner of Colorado.

### **ARTICLE 13. Withdrawal of Members**

- 13.1 Any Member may withdraw from the Pool by giving written notice to the Board of its intent to withdraw at least sixty (60) days prior to the Member's coverage renewal date. A Member which has different renewal dates for different coverages must give such written notice at least sixty (60) days prior to the first renewal date following any January 1. Unless a different date is agreed to by the Board and the Member, the withdrawal shall be effective on the Member's coverage renewal date but, if the Member has different renewal dates for different coverages, the withdrawal shall be effective the latest renewal date following the written notice of withdrawal. After the notice of withdrawal is given, no coverage will be renewed but all coverages will remain in effect only until their respective expiration dates.
- 13.2 Except as otherwise provided in this Paragraph, any Member which dissolves or which is consolidated with another Special District shall be considered a withdrawn Member with the same rights and obligations under this agreement as any other withdrawn Member, such withdrawal to be effective on the date of dissolution or consolidation, as the case may be. Notwithstanding Paragraph 15.1 and under the following circumstances only, a Special District shall receive the credits against its future contributions to the Pool otherwise allocable to a dissolved or consolidated Member pursuant to Paragraph 11.2:
1. If the Special District was formed by a consolidation which included such a Member, the Special District assumed all rights of that Member under this agreement, and the Special District is a Member no later than one year after the effective date of the consolidation; or,
  2. If the Special District assumed all rights of a dissolved Member under this agreement, and the Special District is a Member no later than one year after the effective date of the dissolution.

A Special District entitled to receive such credits of a dissolved or consolidated Member shall not be obligated for any liabilities to the Pool of the dissolved or consolidated Member in excess of the amount of such credits.

### **ARTICLE 14. Expulsion of Members**

- 14.1 A Member which fails to make a contribution or other payment due to the Pool shall be automatically expelled from the Pool on the sixtieth (60) day following the due date, unless time for payment is extended by the Board and payment is made within any extended period. A notice of failure to make a contribution or other payment due to the Pool shall be mailed to the Member at least thirty (30) days prior to the date of automatic expulsion. If payment is not made within any extended period, the automatic expulsion shall occur on a date, no later than twenty (20) days after the last day of the extended period, set by the Board. An expulsion under this Paragraph 14.1 shall not be subject to the provisions of Paragraph 14.2.

- 14.2 A Member may be expelled by the Board for failure to carry out any other obligation of the Member, or for failure to maintain its membership in the Special District Association of Colorado if such membership was required by the Board at the time the Member was admitted to the Pool, subject to the following:
1. The Member shall receive notice from the Board of the alleged failure and not less than thirty (30) days in which to cure the alleged failure, along with notice that expulsion may result if the failure is not so cured.
  2. The Member shall receive at least thirty (30) days prior notice from the Board, of the date, place and time when the Board will consider expelling the Member from the Pool, and the Member shall be entitled to be present at that meeting and to present evidence and reasons why it should not be expelled. The decision of the Board shall be effective as of the date and upon the terms and conditions set forth in the Pool Agreement and applicable excess or reinsurance policies and otherwise specified by the Board, except as provided in Subparagraph 3 of this Paragraph 14.2.
  3. The Member may appeal the Board's decision to the expulsion committee, which shall schedule a hearing thereon. The Member and the Board shall be provided at least ten (10) days prior written notice of the date, time and place of the hearing. The appealing Member shall be entitled to be present at that hearing and to present evidence and reasons why it should not be expelled and the Board may present evidence and reasons why expulsion is proper. The decision of the expulsion committee shall be final and any expulsion effective as of the date and upon the terms and conditions set forth in the Pool Agreement and applicable excess or reinsurance policies, and otherwise specified by the Board.

#### **ARTICLE 15. Effect of Withdrawal or Expulsion**

- 15.1 No withdrawn or expelled Member shall be entitled to any reimbursement of contributions or distribution or excess funds, including excess surplus funds contributed by Members, unless the Member was a Member for at least five consecutive years.
- 15.2 A withdrawn or expelled Member shall remain obligated for all amounts owing at the time of withdrawal or expulsion for the years during which the member was an active member of the Pool and for all amounts which thereafter become owing for such years pursuant to the Pool Agreement and any other Pool documents which are in effect at the time of withdrawal.
- 15.3 A withdrawn or expelled Member shall be considered a Member of the Pool for the purpose of payment of the Member's claims and expenses related thereto which remain covered under the terms of coverage existing at the time of withdrawal. A withdrawn or expelled

Member shall remain subject to all conditions of coverage and obligations of a Member which are in effect at the time of withdrawal. A withdrawn or expelled Member shall have no right to vote on any matter pending before the Pool membership.

- 15.4 No withdrawn or expelled Member may be adversely affected by any change in the Pool Agreement or other Pool documents adopted subsequent to the effective date of the Member's withdrawal or expulsion.
- 15.5 Unless disapproved by an affected excess carrier or reinsurer, the Pool shall offer a withdrawing or expelled Member, no later than forty-five (45) days after the expulsion or Board's receipt of the written notice of withdrawal, at least twenty-four (24) months extended reporting period on any claims-made coverage provided through the Pool, at a cost reasonably calculated by the Board and subject to any contracts existing at the time of withdrawal or expulsion.

#### **ARTICLE 16. Miscellaneous**

- 16.1 This document constitutes an intergovernmental agreement among those Special Districts which become Members of the Pool. The terms of this agreement may be enforced in court by the Pool or by any of its Members. The consideration for the duties herewith imposed on the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein.
- 16.2 A certified or attested copy of the resolution of approval for each Member shall be attached to the Member's Pool Agreement on file with the Pool.
- 16.3 Except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Pool Agreement, the contracting parties intend in the creation of the Pool to establish an organization to operate only within the scope herein set out and have not otherwise created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any other Member.
- 16.4 The provisions of this Pool Agreement and of the other documents referred to herein, and the assets of the Pool, are for the benefit of the Members of the Pool only, and no other persons or entities shall have any rights or interest in this Pool Agreement or in any of the other documents referred to herein, or in any such assets, as a third party beneficiary or otherwise. The assets of the Pool shall not be subject to attachment, garnishment, or any equitable proceeding.
- 16.5 It is the intention of the Members that the Pool and any income of the Pool not be subject to taxation, and the Members shall cooperate in such respects, including amending this Pool Agreement, as reasonably necessary to establish and maintain the non-taxable status of the Pool.

- 16.6 The Insurance Commissioner of Colorado shall have such authority with respect to the formation and operation of the Pool as is provided by applicable Colorado law.
- 16.7 Except as permitted in this Pool Agreement, and amendments hereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the Members.
- 16.8 "Insolvency" as applied to the Pool shall have the meaning as defined in Section 10-3-212, C.R.S., as amended, or as the Insurance Commissioner of Colorado may otherwise provide.
- 16.9 The statutory reporting period for the Pool shall be the calendar year or such other period as the Insurance Commissioner of Colorado may provide.
- 16.10 If any provision of this Pool Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other provisions, and this Pool Agreement is expressly declared to be severable.
- 16.11 If the Board or its authorized representative and a Member disagree on whether a loss is covered through the Pool or on the amount of a covered loss, the Board or its authorized representative or the Member may request that the disagreement be submitted to binding arbitration as follows:
1. Unless otherwise agreed by the Board or its authorized representative and the Member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the Member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the umpire shall be selected by a judge of a court of record agreed to by the Board or its authorized representative and the Member.
  2. The decision of the panel shall be binding on the Board or its authorized representative and the Member.
  3. The Pool shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the Member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Pool and the Member.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: Chairman, Board of Directors and President

Special District [name]: \_\_\_\_\_

By: \_\_\_\_\_

Title: Chairman, Board of Directors and President

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

Attest:

By: \_\_\_\_\_

Title: District Secretary



**Public Alliance**  
Exceptional District Management

November 06, 2024

Proposal to provide Accounting and District Management Services

Dear Southshore Metropolitan District Board,

Thank you for the opportunity to submit a proposal to provide Accounting and District Management Services. Our team at Public Alliance brings extensive experience and dedication to support your community with reliable, professional district management, accounting services, and effective communication.

Public Alliance serves many Title 32 Special Districts throughout the Denver metro area, extending to Colorado Springs, Fort Collins, Bennett, and beyond. We specialize in metropolitan districts (residential and commercial) and water/sewer districts. We invite you to contact any of our clients for a reference. A full list can be found on our website:

[www.publicalliancellc.com/clients](http://www.publicalliancellc.com/clients).

Please review the enclosed proposal, and feel free to reach out with any questions or for further discussion.

Sincerely,

*AJ Beckman*

AJ Beckman

President, Public Alliance

(720) 213-6621 (office) | (303) 877-6284 (cell) | [aj@publicalliancellc.com](mailto:aj@publicalliancellc.com)

# ACCOUNTING SERVICES

## Proposal for Accounting Services

Public Alliance proposes to provide the following accounting services to Southshore Metropolitan District, ensuring accuracy, transparency, and compliance in all financial activities.

District Accounting – Scope of Services	
Maintain Accounting Records	<ul style="list-style-type: none"> <li>• Cash receipts journal</li> <li>• Cash disbursements journal</li> <li>• Accounts receivable journal</li> <li>• Accounts payable journal</li> <li>• General ledger journal</li> </ul>
Accounting Setup & Transition	<ul style="list-style-type: none"> <li>• Work with prior accountant to transfer 2024 accounting data</li> <li>• Set up chart of accounts and funds</li> </ul>
Ongoing Accounting Services	<ul style="list-style-type: none"> <li>• Process accounts payable (including purchase card transactions) and issue payments using Bill.com</li> <li>• Enter cash receipts, prepare and record billings, and track revenues and expenses</li> <li>• Reconcile general ledger accounts and prepare journal entries</li> <li>• Cash/treasury management</li> <li>• Reconcile bank statements</li> <li>• Maintain compliance with Special District filing and reporting requirements for financial matters</li> <li>• Perform other non-attest services and special projects as may be agreed to in writing by the Board of Directors from time to time</li> </ul>
Financial Statements / Budget	<ul style="list-style-type: none"> <li>• Prepare monthly financial statements</li> <li>• Attend board meetings and present financial statements</li> <li>• Prepare annual budget</li> </ul>
Mill Levy	<ul style="list-style-type: none"> <li>• Mill levy calculation and certification</li> </ul>
Debt	<ul style="list-style-type: none"> <li>• Bond compliance, continuing disclosure reporting, and debt service payments</li> </ul>
Audit	<ul style="list-style-type: none"> <li>• Provide audit facilitation and support</li> </ul>

<b>Accounting Deliverables</b>	
Accounts Receivable	Monthly
Accounts Payable	Monthly
Journal Entries and General Ledger Reconciliation	Monthly
Bank Reconciliation	Monthly
Financial Statements	Monthly
Continuing Disclosure Reporting	Quarterly
Budget	Annually
Mill Levy	Annually
Audit Facilitation	Annually

<b>Accounting Fees</b>		
<p style="text-align: center;"><b>Monthly fee</b></p> <p>Based on approximately 33 hours of service for all accounting duties.</p>	Fixed, monthly	<b>\$5,835/month</b>
<p style="text-align: center;"><b>Additional accounting time</b></p> <p>If accounting hours of service provided exceed 36 hours in any given month</p>	Hourly With advance Board approval	\$200/hour
<p style="text-align: center;"><b>Bill.com</b></p> <p>Software costs</p>	Actual cost	TBD

Contractor shall not be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in this scope of services, Contractor has no responsibility to identify and communicate deficiencies in Southshore Metropolitan District's internal controls as part of any services. However, if any of the foregoing are identified, Contractor will promptly report this information to Southshore Metropolitan District.

# DISTRICT MANAGEMENT SERVICES

## Proposal for District Management Services

Individual services may be selected from the options below.

District Management - Board Meetings		Service Level	Monthly Fee
<b>Board Meeting Management</b> <i>AJ Beckman</i>	<ul style="list-style-type: none"> <li>Prepare for Board meetings.</li> <li>Facilitate Board meetings.</li> <li>Meeting follow up on action items.</li> </ul>	6 hours per month on average	\$1,080
<b>Board Meeting Administration</b> <i>Alysia Padilla</i>	<ul style="list-style-type: none"> <li>Draft and update agendas / meeting notices.</li> <li>Prepare and distribute board packets and enclosures.</li> <li>Prepare meeting minutes. Coordinate review with counsel.</li> <li>Circulate documents for signature.</li> </ul>	6 hours per month on average	\$ 900
<i>Board Meeting services</i>		<b>Subtotal:</b>	<b>\$1,980 per month</b>
District Management – Other Services		Service Level	Monthly Fee
<b>Statutory Compliance</b> <i>Alysia Padilla</i>	<ul style="list-style-type: none"> <li>Prepare accurate and timely filings, reports, and publications according to statutory requirements.</li> <li>Coordinate with counsel to ensure accuracy.</li> </ul>	1.5 hours per month on average	\$225
<b>Contract Execution, File Management</b>	<ul style="list-style-type: none"> <li>Coordinate with counsel on new contracts and addendums. File documents.</li> <li>Send documents for signature (execution) by various parties.</li> </ul>	2.5 hours per month on average	\$375

<b>Pond Management / Common Area</b> <i>Nick Moncada, AJ Beckman</i>	<ul style="list-style-type: none"> <li>Consult on non-potable irrigation ponds and/or detention ponds.</li> <li>Advise on common area concerns.</li> </ul>	4 hours per month on average	\$600
<b>Website Design &amp; Management</b> <i>Mitchell Mayville</i>	<ul style="list-style-type: none"> <li>Page design on your existing website or a new website. Add payment functionality for event and reservation revenue (optional).</li> <li>Ensure statutory postings are up to date.</li> <li>Monitor and report on ADA accessibility. Adjust website to comply with HB21-1110. Serve as website Compliance Officer.</li> </ul>	3 hours per month on average	\$450
<i>Other District Management services</i>		<b>Subtotal:</b>	<b>\$1,650 per month</b>
<b><i>If all services are selected</i></b>		<b>Total:</b>	<b>\$3,630 per month</b>
<b>Other Costs</b>			
WordPress website creation and design (optional)	One-time charge	\$1,000	
Supplies & postage	No markup	Actual cost	
Printing	B&W copies Color copies	\$0.20/page \$0.60/page	
Mileage	Travel charges may apply	\$0.67/mile or IRS rate	

<b>Professional References</b>	
Inspiration Metropolitan District	Rick Forsman, President. (303) 369-5857
Conservatory Metropolitan District	Birgit Baldwin, President. (303) 908-6677
CCP Metropolitan District Nos. 1-3 and South Sloan's Lake Metropolitan District No. 2	Sarah Laverty, President. (970) 319-1997
Daniels Sanitation District	Rex Johnson, President. (303) 886-4137



Kevin Stadler &lt;kstadler@southshoremetro.org&gt;

---

**Revised proposal for Accounting and District Management Services - Public Alliance**

1 message

**Kate Innes** <kate@publicalliancellc.com>

Tue, Nov 12, 2024 at 11:03 AM

To: Sarah Luetjen &lt;sluetjen@cegdlaw.com&gt;

Cc: "dgreher@cegdlaw.com" &lt;dgreher@cegdlaw.com&gt;, Kevin Stadler &lt;kstadler@southshoremetro.org&gt;, Kevin Chan &lt;kevchan85@icloud.com&gt;, Monique Diego &lt;monique.diego@managementtrust.com&gt;, AJ Beckman &lt;aj@publicalliancellc.com&gt;

*Hi Sarah - please distribute to the full board, thank you so much.*

Hello Southshore Board of Directors,

Please find attached a revised proposal for Accounting and District Management Services from Public Alliance.

**Accounting:** The revised scope of the proposed special district accounting services is designed to wrap around accounting services provided by The Management Trust. Our CPA includes a monthly review of financial statements, allowing timely adjustments and reliability for the Board's decision-making. The revised proposal has a flat monthly rate of \$1,975, totaling \$23,700 annually. This reflects a significant discount for Southshore to approximately \$175 per hour—competitive with standard CPA rates in Colorado, which typically range from \$200 to \$400 per hour.

**District Management:** Customizable services are available at an hourly rate until the Board establishes a defined scope of work or sufficient history allows for a conversion to a fixed monthly rate, ensuring price certainty for Southshore. Charges will only apply for services requested by a Board member in the interim. We have included team bios to list the specific skills sets of our team members. AJ's hourly rate has been discounted 20%.

Please reach out with any questions. Thanks for your consideration.

Kate

**Kate Innes | Operations Manager**

O 720.213.6621 | C 720.343.6764

**Public Alliance**

405 Urban Street, Ste 310, Lakewood, CO 80228

---

 **Proposal\_SouthshoreMD\_PublicAlliance2025\_v2.pdf**  
289K



**Public Alliance**  
Exceptional District Management

November 12, 2024

Proposal (revised scope) to provide Accounting and District Management Services

Dear Southshore Metropolitan District Board,

Thank you for the opportunity to submit a proposal to provide Accounting and District Management Services. Our team at Public Alliance brings extensive experience and dedication to support your community with reliable, professional district management, accounting services, and effective communication.

Public Alliance serves many Title 32 Special Districts throughout the Denver metro area, extending to Colorado Springs, Fort Collins, Bennett, and beyond. We specialize in metropolitan districts (residential and commercial) and water/sewer districts. We invite you to contact any of our clients for a reference. A full list can be found on our website:

[www.publicalliancellc.com/clients](http://www.publicalliancellc.com/clients).

Please review the enclosed proposal, and feel free to reach out with any questions or for further discussion.

Sincerely,

*AJ Beckman*

AJ Beckman

President, Public Alliance

(720) 213-6621 (office) | (303) 877-6284 (cell) | [aj@publicalliancellc.com](mailto:aj@publicalliancellc.com)

# ACCOUNTING SERVICES

## Proposal for Accounting Services

Public Alliance proposes to provide the following accounting services to Southshore Metropolitan District, ensuring accuracy, transparency, and compliance in all financial activities.

District Accounting – Scope of Services	
Statutory Compliance	<ul style="list-style-type: none"> <li>Maintain compliance with Special District filing and reporting requirements for financial matters</li> </ul>
Financial Statements / Budget	<ul style="list-style-type: none"> <li>Monthly review of the financial statements, bank reconciliations, and general ledger detail report prepared and delivered by The Management Association, Inc., dba The Management Trust. The Management Association, Inc., dba The Management Trust will be providing all accounts payable, accounts receivable, journal entries, cash/treasury management, and bank reconciliation services.</li> <li>Prepare annual budget</li> </ul>
Mill Levy	<ul style="list-style-type: none"> <li>Mill levy calculation and certification</li> </ul>
Debt	<ul style="list-style-type: none"> <li>Ensure bond compliance and continuing disclosure reporting</li> </ul>
Audit	<ul style="list-style-type: none"> <li>Provide audit facilitation and support</li> </ul>

<b>Accounting Deliverables</b>	
Financial Statements – Review Only	Monthly
Continuing Disclosure Reporting	Quarterly
Budget	Annually
Mill Levy	Annually
Audit Facilitation	Annually

<b>Accounting Fees</b>		
<b>Monthly fee</b>	Fixed, monthly	<b>\$1,975/month</b>
<b>Additional accounting time</b> If accounting hours of service provided exceed 140 hours for the year.	Hourly With advance Board approval	\$200/hour

Contractor shall not be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in this scope of services, Contractor has no responsibility to identify and communicate deficiencies in Southshore Metropolitan District's internal controls as part of any services. However, if any of the foregoing are identified, Contractor will promptly report this information to Southshore Metropolitan District.

# DISTRICT MANAGEMENT SERVICES

## Proposal for District Management Services

Individual services may be selected from the options below. No setup fee, no minimum. Once scope has been determined, hourly rates can be converted to a monthly fixed fee.

District Management - Board Meetings		Hourly Fee
<b>Board Meeting Management</b>	<ul style="list-style-type: none"> <li>• Prepare for Board meetings.</li> <li>• Facilitate Board meetings.</li> <li>• Follow up on meeting action items.</li> </ul>	AJ Beckman \$180/hr or Assistant Manager \$150/hr
<b>Board Meeting Administration</b>	<ul style="list-style-type: none"> <li>• Draft and update agendas / meeting notices.</li> <li>• Prepare and distribute board packets and enclosures.</li> <li>• Prepare meeting minutes. Coordinate review with counsel.</li> </ul>	Alysia Padilla \$145/hr
District Management – Statutory Compliance Services		Monthly Fee
<b>Statutory Compliance</b>	<ul style="list-style-type: none"> <li>• Prepare accurate and timely filings, reports, and publications according to statutory requirements.</li> <li>• Coordinate with counsel.</li> </ul>	Alysia Padilla \$145/hr
<b>Contract Execution, File Management</b>	<ul style="list-style-type: none"> <li>• Coordinate with counsel on new contracts and addendums. File documents.</li> <li>• Circulate documents for signature (execution) by various parties.</li> </ul>	Alysia Padilla \$145/hr
<b>Pond Management / Common Area</b>	<ul style="list-style-type: none"> <li>• Consult on non-potable irrigation ponds and/or detention ponds.</li> <li>• Advise on common area concerns.</li> </ul>	AJ Beckman \$180/hr or Nick Moncada \$150/hr
<b>Website Design &amp; Website Management</b>	<ul style="list-style-type: none"> <li>• Page design on your existing website or a new website.</li> <li>• Add payment functionality for event and reservation revenue (optional).</li> <li>• Ensure statutory postings are up to date.</li> <li>• Monitor and report on ADA accessibility. Adjust website to comply with HB21-1110. Serve as website Compliance Officer.</li> </ul>	Mitchell Mayville  \$140/hr

Other Costs		
WordPress website creation and design (optional)	One-time charge	\$1,000
Supplies & postage	No markup	Actual cost
Printing	B&W copies Color copies	\$0.20/page \$0.60/page
Mileage	Travel charges may apply	\$0.67/mile or IRS rate

Team Bios
<p><b>AJ Beckman – Senior District Manager</b> With two decades of experience in all aspects of Special District Management, AJ is highly skilled in bond management, financial oversight, statutory compliance, common area management, and vendor/contractor coordination. He offers valuable insight into any challenges a Colorado special district may encounter.</p>
<p><b>Alysia Padilla – Administrative Manager</b> Alysia delivers efficient and skilled administrative support for special districts, managing statutory filings, agendas, minutes, and meeting packets. She works closely with legal counsel to minimize their administrative workload, ensuring streamlined operations for our districts.</p>
<p><b>Nick Moncada - Water Operations Manager</b> Nick is our water expert with deep experience providing process management, backflow certification, GIS mapping, and permit compliance. He is experienced with non-potable irrigation systems. His current certifications include:</p> <ul style="list-style-type: none"> <li>• Colorado Certified Water Professional (CWP)</li> <li>• Class 2 Water Distribution System Operator, Class 1 Water Collections</li> <li>• Certified Backflow Tester</li> <li>• Certified Erosion and Sediment Control Inspector.</li> </ul>
<p><b>Mitchell Mayville – Website Support</b> Mitchell is skilled in web design, website maintenance, installing plug-ins, and website updating. He serves as Compliance Officer, ensuring that websites abide by the new requirements for ADA accessibility. He is a one-stop shop for a worry-free district website while staying very cost-effective as he performs this service routinely for all our special districts.</p>

Professional References	
Inspiration Metropolitan District	Rick Forsman, President. (303) 369-5857
Conservatory Metropolitan District	Birgit Baldwin, President. (303) 908-6677
CCP Metropolitan District Nos. 1-3 and South Sloan’s Lake Metropolitan District No. 2	Sarah Laverty, President. (970) 319-1997
Daniels Sanitation District	Rex Johnson, President. (303) 886-4137

# Accounting and Financial Reporting Service Proposal

for

Southshore  
Metropolitan District



8354 Northfield Blvd  
Building G, Suite 3700  
Denver, CO 80238

Phone: (720) 541-7725  
E-mail: [charles@wolferbergerllc.com](mailto:charles@wolferbergerllc.com)  
Website: [www.wolferbergerllc.com](http://www.wolferbergerllc.com)

# Table of Contents

<b>I. Introduction.....</b>	<b>1</b>
<b>II. Our key competitive strengths .....</b>	<b>2</b>
<b>III. Summary of proposed services .....</b>	<b>3</b>
1) General accounting services.....	3
2) Accounts payable services.....	3
3) Accounts receivable services.....	4
4) Budget management services .....	4
5) Financial reporting services.....	5
<b>IV. Summary of fees and reimbursable costs .....</b>	<b>6</b>
<b>V. 5-Year history of accounting, management and legal fees incurred by the District.....</b>	<b>7</b>
<b>VI. Conditions precedent to agreement.....</b>	<b>8</b>
<b>VII. Client references.....</b>	<b>9</b>
<b>VIII. Proof of insurance.....</b>	<b>10</b>
<b>IX. Proposed service team .....</b>	<b>13</b>
<b>X. Accountant’s resume.....</b>	<b>14</b>

# Introduction



Congratulations on serving on your metropolitan district board! You made a smart decision serving on your metro district board and establishing homeowner oversight over the operations and finances of your metropolitan district.

We are a unique firm in that our services are focused on promoting an environment of transparency between metro districts and the homeowners whom they serve. To that end, our firm builds business relationships with metropolitan districts controlled by homeowners (as opposed to developer-controlled districts).

Metropolitan districts generally pose significant financial risks and rewards to homeowners. Considering approximately 50% of your annual property taxes are paid to your metro district, it is important for homeowners to know their district is being managed in the best interests of the homeowners. Our goal is to support the Board with its efforts to improve the integrity and transparency of the district with its residents.

Please review the following pages that describe the accounting and financial reporting services our firm can provide as your district accounting firm. You can contact me at (720) 355-5818 or via email at [charles@wolfersbergerllc.com](mailto:charles@wolfersbergerllc.com). I look forward to working with you in the near future!

Regards,

Charles Wolfersberger, CPA  
President



## OUR KEY COMPETITIVE STRENGTHS

Our firm is unique in that we actively promote homeowner oversight and involvement in metropolitan districts. In addition, we assist district boards with improving transparency with the homeowners and residents they serve. The following is a list of unique services we provide for our district clients which sets us apart from other accounting firms:

- ⇒ The owners and employees of Wolfersberger, LLC follow a strict code of conduct to ensure we avoid conflicts of interest and serve the best interests of our clients\*\*
- ⇒ Wolfersberger, LLC is managed by Charles Wolfersberger who has over 20 years of public accounting and government regulatory experience.
- ⇒ Wolfersberger, LLC only works with metro districts controlled by independent, homeowner-controlled boards.
- ⇒ Wolfersberger, LLC is experienced with advocating for the interests of homeowners and homeowner-controlled districts in front of city councils and State elected officials.
- ⇒ Wolfersberger, LLC managers are experienced with training and educating homeowners so they can better understand and effectively monitor the financial operations of their district.
- ⇒ Wolfersberger, LLC assists districts with major projects—such as debt refinancings, service plan amendments, TABOR elections—within the pricing of its monthly flat-rate fee
- ⇒ Wolfersberger, LLC stores client records in a secure, cloud-based record management system (promoting document security and organization) - paper files are minimized
- ⇒ Wolfersberger, LLC has professionals who are experienced with identifying and uncovering fraud and assisting boards with adopting and implementing controls over district finances and taxation powers.

\*\* - Many management, accounting and law firms maintain multiple business relationships with builders and land developers who serve on multiple tax boards. Such business relationships create potential conflicts of interest for such management companies and law firms. Wolfersberger, LLC does not maintain multiple business relationships with directors on metro district boards. Our Firm's code of conduct also prohibits our employees from accepting any gifts from or attending entertainment functions funded by contractors, landscapers, bond underwriters or other services providers of our district clients.

## SECTION III

# General Accounting Services

We provide our district clients with all accounting services necessary to support their operations. All such services are included in our fixed price monthly management fee. Accounting services provided by us include the following:

- Recording monthly tax collections
- Reconciling bank statements
- Managing cash flow between the District's bank accounts
- Booking entries for asset depreciation and debt interest accruals
- Managing the District's three funds (General, Debt and Capital Project)
- Manage the District's periodic reporting requirements per its 2020 Bond indentures
- Manage/update/reconcile the District's fixed asset ledger
- Manage/update/reconcile the District's property insurance schedule
- Manage intra-period cost accruals



## Accounts Payable Services

We have partnered with Avidxchange in using its accounts payable software solution—Strongroom—for all of our district clients. Through Strongroom, all board members will have access to viewing all District contractor invoices (other than utility bills set up on autopay). Board members will be notified by Strongroom via email when invoices are ready to be reviewed and approved by the Board.



Strongroom can be structured to require two, three or more board member approvals before any invoices are paid by the District.

### **Our Services and Responsibilities**

We will receive, review and upload to Strongroom all District contractor invoices. We will review and code to proper funds and expense accounts for each invoice before such invoices are submitted to the Board for review and payment approval. [We review and process contractor invoices daily in Strongroom.](#)

Our invoice review includes comparing invoice pricing to Board-approved bids or contracts.

### **Water/Electric Utility Bill Tracking**

We will maintain a schedule that tracks the monthly irrigation water and electric usage of the District's water and electric meters. Such schedule tracks both cost and volume usage and we will periodically review such schedule for unusual volume usage (e.g. water usage in winter months after sprinkler systems are blown out).



## SECTION III

# Budget Management Services

Metropolitan districts are subject to significant reporting and compliance requirements established by the State of Colorado regarding the District's annual budget. Not only do we assist our clients with compliance with budget laws, but we also assist our client board members with fulfilling their fiduciary responsibilities of developing budgets that promote financially healthy districts and efficient spending of taxpayer funds.



### Our Services and Responsibilities

Budget management services we provide to our clients includes the following:

- Monitoring budget-to actual spending during the year and notifying the Board if expenditures may exceed budgeted expenditures requiring a public budget amendment hearing
- Ensuring compliance with the annual budget notification requirements
- Preparing and submitting to the Board the annual draft budget by October 15th each year
- Breaking out the annual budget into a monthly budget that allows for more accurate monthly budget-to-actual revenue and expense reports
- Filing the mill levy certification and Board-approved budget with Arapahoe County by December 15th each year
- Filing the Board-approved annual budget with the State of Colorado, District bondholders and City of Aurora

# Financial Reporting Services

Metropolitan districts are subject to significant reporting and compliance requirements established by the State of Colorado, bond agreements, service plans and the district board of directors. We will manage the following reporting functions (the budget process is separately addressed) for your district:



- Prepare and submit monthly financial statements for the Board (10 days after month end)
- Draft GAAP compliant annual financial statements
- Prepare supporting schedules and reports to assist the District's auditors with completing their annual financial statement audit
- File the District's annual audited financial statements with the State, County and District bondholders
- Prepare and file periodic financial reports on EMMA to satisfy the District's series 2020 bonds' continuing disclosure requirements
- Prepare and submit annual service plan reports to the City of Aurora and Colorado Department of Local Government

## SECTION III

### Update Financial Statement Layout

We will review and update the District's annual financial statements to ensure they meet or exceed the full disclosure requirements required under U.S. generally accepted accounting principles. In addition, we will work with the board to ensure the District's annual financial statements present and disclose information that matters most to the board and to the homeowners. You may be surprised at what has been missing in your District's annual financial statements!

**Fact:** Over half of new district clients that hires our firm each year have materially misstated financial statements that must be restated and adjusted in the following year.



## SECTION IV

### SUMMARY OF FEES AND REIMBURSABLE COSTS

Description of services	Service included in base fee?	Costs reimbursable to Wolfersberger, LLC
1. General accounting services	Included	<b>A</b>
2. Accounts payable services	Included	<b>B</b>
4. Budget management services	Included	None
5. Financial reporting services	Included	None
6. Insurance management services	Included	None
7. Debt management services	Included	None
<b>Total Annual Fee For Services (billed monthly)</b>		<b>\$ 54,000</b>

**A**—Travel-related costs and time for attending up to SIX in-person board meetings are INCLUDED in the flat annual fee.

**B**—Online invoice review and check processing fees (charged by third-party software vendor) is billed back to the District at a rate of \$40/month

#### Our Standard Hourly Rates

Although our firm provides comprehensive services under a flat annual fee, our Firm can perform other services outside the scope of our management and accounting contract at the following hourly rates:

Principals and managers: \$140/hr to \$230/hr  
 District and accounting managers: \$90/hr to \$125/hr  
 Inspection managers and assistant managers: \$70/hr to \$90/hr  
 Assistant district and accounting managers: \$65/hr to \$90/hr  
 Administrative Staff: \$45/hr to \$60/hr

## SECTION V

### 5-YEAR HISTORY OF ACCOUNTING, MANAGEMENT AND LEGAL FEES INCURRED BY SOUTHSHORE METROPOLITAN DISTRICT

	Actual	Actual	Actual	Budget	Budget
	2019	2020	2021	2022	2023
<b>PROFESSIONAL FEES</b>					
Accounting services	\$ 31,150	\$ 32,617	\$ 33,290	\$ 39,000	\$ 39,000
Management services	16,930	18,511	22,975	33,500	30,000
Legal services	37,395	35,260	55,693	67,500	45,000
Community management	19,452	9,000	33,386	55,000	37,000
<b>Total Professional Fees</b>	<b>\$ 104,927</b>	<b>\$ 95,388</b>	<b>\$ 145,344</b>	<b>\$ 195,000</b>	<b>\$ 151,000</b>

To assist you in evaluating our proposed annual fee, we have summarized the legal and accounting costs your district has incurred over the past 5 years.



## SECTION VI

### CONDITIONS PRECEDENT TO AGREEMENT

We require the District to agree to certain operational conditions before we can begin providing services. We have developed business relationships with certain service providers that allow us to provide you with high-quality services while keeping our management fees low.

#### Banking Relationship

We require our clients maintain their operating accounts with Vectra Bank. Vectra Bank specializes in providing banking services to metro districts across Colorado. They provide these services to us at a cost much lower than offered by most other banks. Also, Vectra Bank integrates with the online invoice review and approval system available to all board members. This allows us to maintain a lower monthly flat rate management fee for our clients.

#### Contract Term / Billing

Our standard service contract contains a 30-day termination clause and no termination fees. We bill for services in advance and invoices are submitted to the District for review and consideration once every two months.

#### Hours of Operation

Our regular hours of operation are Monday through Friday 8:30 am to 5:30pm. (However, for board members only, we usually try to make ourselves available after hours and on weekends.)



## SECTION VII

### CLIENT REFERENCES



Board President: Craig Hurst  
Phone # (720) 899-0808  
Email: [craig.hurst9@icloud.com](mailto:craig.hurst9@icloud.com)



Board President: Matt Girard  
Phone # (303) 994-4609  
Email: [Matt.Girard@plenarygroup.com](mailto:Matt.Girard@plenarygroup.com)



**AMBER CREEK**  
METROPOLITAN DISTRICT

Board President: Kevin Carson  
Phone # (303) 359-2356  
Email: [kcarson0607@gmail.com](mailto:kcarson0607@gmail.com)



Board President: Roger Japp  
Phone # (970) 396-8176  
Email: [tacmedic224@yahoo.com](mailto:tacmedic224@yahoo.com)



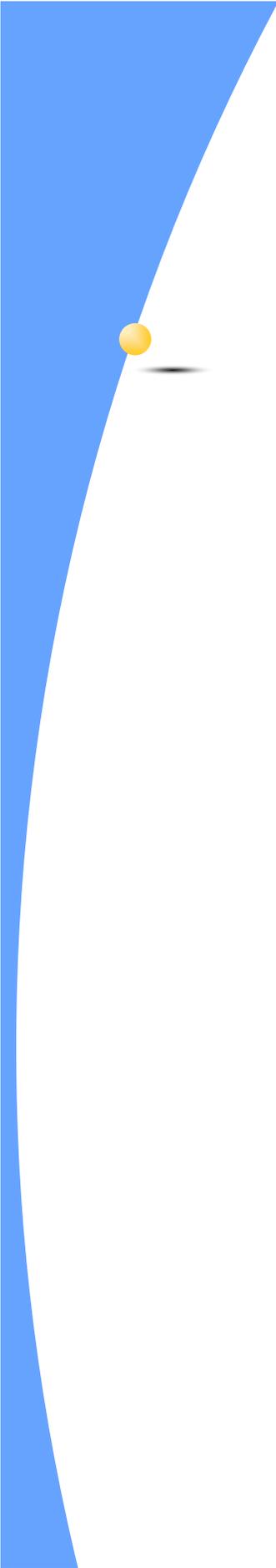
Board President: Samuel Talbott  
Phone # (303) 915-8854  
Email: [samuel\\_talbott@hotmail.com](mailto:samuel_talbott@hotmail.com)



Board President: Eric Bettinger  
Phone # (303) 549-2116  
Email: [nrvhoambettinger@gmail.com](mailto:nrvhoambettinger@gmail.com)



Board President: Nathan Eigsti  
Phone # (720) 557-5228  
Email: [nathan.eigsti@gmail.com](mailto:nathan.eigsti@gmail.com)



**SECTION VIII**  
**PROOF OF INSURANCE**

**Insurance coverage summary for Wolfersberger, LLC:**

General liability insurance policy

**Carrier:** Farmers Insurance

**Coverage:** \$4 million aggregate / \$2 million per occurrence

**Deductible:** \$1,000

Errors & omissions insurance:

**Carrier:** United States Liability Insurance Co.

**Coverage:** \$1 million aggregate / \$1 million per occurrence

**Deductible:** \$2,500



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 10200
<b>INSURED</b> Wolfersberger LLC 12168 King Ranch Ct Thornton, CO 80602		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			P100.838.923.3	01/07/2024	01/07/2025	Each Claim: \$ 2,000,000 Aggregate: \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
-----------------------------------	---

ACORD 25 (2016/03)                      © 1988-2015 ACORD CORPORATION. All rights reserved.                      The ACORD name and logo are registered marks of ACORD



# INSURANCE BINDER

DATE (MM/DD/YYYY)  
5/9/2024

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY <b>Axis Insurance Services LLC</b> 795 Franklin Avenue Suite 210 Franklin Lakes NJ 07417		COMPANY <b>United States Liability Ins. Co.</b>		BINDER # B245908691	
PHONE (A/C No. Ext): (201) 847-9175 FAX (A/C No.): (201) 847-9174		DATE EFFECTIVE TIME 6/29/2024 12:01		DATE EXPIRATION TIME 7/29/2024 NOON	
CODE: _____ SUB CODE: _____		<input type="checkbox"/> THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #.			
AGENCY CUSTOMER ID: 00007987 INSURED AND MAILING ADDRESS <b>Wolfersberger, LLC</b> 12210 Brighton Road #8 Henderson CO 80640		DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (including Location) <b>Professional Services: Please see the Comments/Remarks page.</b>  <b>Subject to Policy Terms and Conditions.</b>			

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions	Policy #: PM 1551506I Policy Term: 6/29/2024 to 6/29/2025 RETRO DATE FOR CLAIMS MADE: 6/29/2015			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$
<b>VEHICLE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Binder is Cancelled Upon Receipt of Policy.			COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
<b>VEHICLE PHYSICAL DAMAGE</b> DED <input type="checkbox"/> <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE \$ STATED AMOUNT \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>SPECIAL CONDITIONS / OTHER COVERAGES</b>	Deductible: \$2,500 Each Claim			FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

<b>NAME &amp; ADDRESS</b>		<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE		<input type="checkbox"/> ADDITIONAL INSURED	
*Insureds Copy - Not for Distribution*		LOAN # _____		AUTHORIZED REPRESENTATIVE Mike Smith/SBLUM <i>Mike W. Smith</i>	

## SECTION IX

### PROPOSED SERVICE TEAM FOR SOUTHSHORE METRO DISTRICT



#### **CHARLES WOLFERSBERGER**

DISTRICT MANAGER / TEAM LEADER

- CPA
- 24 years professional experience

(See resume in section X)



#### **ANNEMARIE TUCKER**

DISTRICT MANAGER

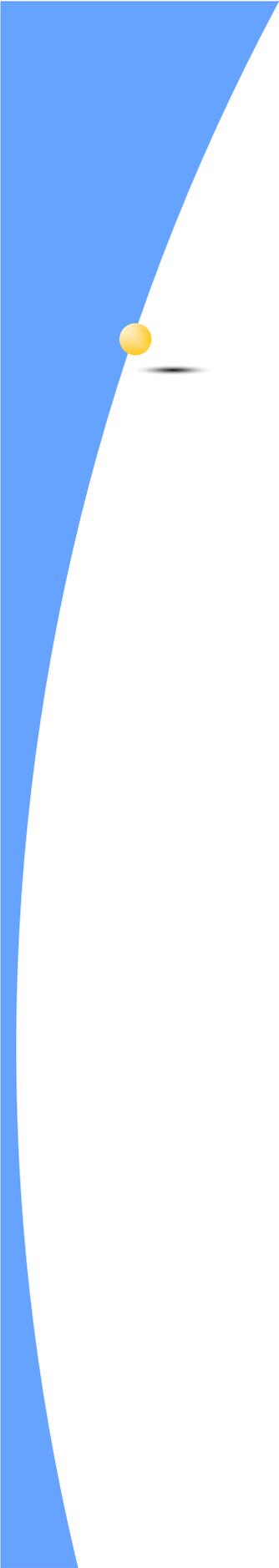
- 5 years district management experience
- Team leader consolidating the operations of three HOAs into the Buckley Ranch Metro District (2019)
- Manages 7 districts with approximately \$8 million in annual property tax revenue



#### **Suzie Gruwell**

ACCOUNTING MANAGER

- Manages all areas of accounting for metro districts including accounts payable and receivable, general ledger management, banking reconciliations and monthly balance sheet statements.
- 17 years experience as a controller for Eastern Sierra Tri-County Fairgrounds Event Center
- Associate of Arts, Accounting and Business Management (1993)
- 10+ years experience managing payroll processing for 100+ employees



**SECTION X**  
**ACCOUNTANT'S RESUME**

[See next page]

# CHARLES WOLFERSBERGER, CPA

Owner and president of Wolfersberger, LLC

## SPECIAL DISTRICT EXPERIENCE

- ◆ 8+ years experience performing accounting and management services for Colorado special districts
- ◆ Successfully merged 8 HOAs into metro districts generating over \$280,000/year in administrative cost savings for homeowners
- ◆ Provided litigation support services for three successfully defended/prosecuted cases between homeowner-controlled districts and land developers
- ◆ Developed and updated design guidelines for 12 metro districts
- ◆ Designated election official for 15 metro districts—successfully conducted multiple board elections
- ◆ First to identify and alert the public regarding the financial risks and dangers of cash flow bonds
- ◆ Identified and assisted two metro districts with correcting TABOR violations (tax collections exceeding voter-imposed limits)
- ◆ Formed the Commerce City coalition of homeowner-controlled metropolitan districts in 2019
- ◆ Special district information resource for Denver Post’ investigation team
- ◆ Invited to deliver presentations regarding special districts to City of Loveland, City of Brighton and City of Commerce City
- ◆ Special district information resource for certain state legislators
- ◆ Currently providing support and advisory services to four metro districts that have initiated litigation against developers who previously controlled such metro districts

## REGULATORY EXPERIENCE

Public Company Accounting Oversight Board, Denver, CO (2006 – 2013)

- Inspected the sufficiency of audit work performed by “Big 4” CPA firms registered to audit U.S. publicly traded companies
- Trained CPAs on current U.S. and international accounting standards
- Trained CPAs on auditing internal controls over financial reporting
- Liaison with foreign audit regulators in Canada, Norway, Australia, Germany and United Kingdom
- Provided research and support underlying issuance of PCAOB audit standards

## OTHER PUBLIC ACCOUNTING EXPERIENCE

- Hein & Associates, LLP (Denver, CO) 2005 to 2006
- Deloitte and Touche, LLP (Denver, CO) 2003 to 2004
- Arthur Andersen, LLP (Los Angeles, CA) 2000 to 2003
- Grant Thornton, LLP (Los Angeles, CA) 1997 to 2000

## EDUCATION

- Master of Accountancy, Brigham Young University, 1997



November 1, 2024

Proposal to Provide Professional Accounting Services to:

## Southshore Metropolitan District (SSMD)

Prepared by:

**Margaret Henderson, CPA, Principal**

Margaret.Henderson@CLAconnect.com

Direct 303-265-7868

**CLAconnect.com**

CPAs | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAglobal.com/disclaimer](https://www.claglobal.com/disclaimer).

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor



November 1, 2024

**VIA ELECTRONIC MAIL SUBMISSION ONLY**

kstadler@southshoremetro.org

Kevin Stadler  
Southshore Metropolitan District  
Vice President  
Denver, CO

Dear Southshore Metropolitan District Board:

Thank you for considering CLA (CliftonLarsonAllen LLP) to be your trusted business advisor. We gladly welcome the opportunity to share our approach to assisting the Southshore Metropolitan District (SSMD). The enclosed proposal responds to your request for ongoing financial services.

CLA is focused on delivering an exceptional level of knowledge, insight, and industry experience. As our clients' most trusted business advisor, we strive to assist you in:

**Specialized Knowledge** — We serve more than 500 Special Districts in Colorado with a team of more than 70 accounting professionals. In addition to our local team, SSMD will have access to one of the country's largest and most knowledgeable pools of state and local government resources.

**Building a Dedicated Team** — An experienced engagement team will be aligned to provide the most value to your organization. Due to the depth of our experience, we have become adept at providing our clients with insights in this environment not typical of other professional service firms.

**Growing with You** — Our Special District clients range from beginning stages to multi-million dollar entities with full-time staff. As part of a national firm, we have access to a wide-range of resources and current technology giving us the ability to respond and scale quickly with changing operations and legislation.

We are eager to work with you and welcome the chance to further discuss our services with you. If you have any questions about our offerings, please do not hesitate to contact me via the information below.

Sincerely,

**CliftonLarsonAllen LLP**

Margaret Henderson, CPA, Principal  
303-265-7868  
[Margaret.Henderson@CLAconnect.com](mailto:Margaret.Henderson@CLAconnect.com)



# Table of Contents

Firm’s Qualifications..... 4

Personnel Qualifications ..... 6

Approach to Provide Bookkeeping/Accounting Services..... 7

Professional Fees..... 9

Conclusion ..... 9



## Firm's Qualifications

### CLA's experience

#### *Governmental experience*

CLA offers the credibility, reputation, and resources of a leading professional services firm — without sacrificing the small-firm touch. CLA has one of the largest governmental audit and consulting practices in the country, serving more than 4,200 governmental clients nationwide. Regulated industry clients represent approximately one-quarter of all firm-wide revenue, and each of the governmental services team members are well versed in the issues critical to complex governmental entities.



### Our governmental services team

We have vast experience providing services to governmental entities, including:

- Metropolitan districts
- Municipal governments
- County governments
- Building and financing authorities
- Public improvement corporations
- Water and sanitation districts
- Recreation districts
- Community authority boards
- Business improvement districts
- General improvement districts
- Fire protection districts
- Local improvement districts

The District will be served by members of our firm's local government services team which primarily serves special districts and is comprised of professionals dedicated to serving governmental clients.

### Experience serving similar clients

The District will benefit from our experience serving numerous local governmental clients across the state. We have been working with similar clients since 1972 and we recognize our tenure in your industry to be an important component of our business. In addition, we can draw upon the knowledge gained from serving clients firm-wide. We bring ideas and best practices from our experience working on engagements similar in size to The District. We provide accounting services to more than 500 special districts in Colorado. Below is a sample of such clients:

Aberdeen Metro District

Aerotropolis Area Coordinating Metro District

Airways Business Center Metro District

Belleview Station Metro District

Belleview Village Metro District

Central Adams County Water & Sanitation

Cherry Creek North BID

Eagle Bend Metro District

Fitzsimons Public Improvement Corp

Fountain Urban Renewal Authority

Goldsmith Metro District

Goodman Metro District

Lone Tree Business Improvement District

Meridian Metro District

Meridian Village Metro District

Orchard Hills Metro Rec. & Park Dist.

Park Meadows Metro District

Parterre Metro District

Powers & Woodmen Commercial BID

Prosper Regional Water and Sanitation Serv

Prosper Water & Sanitation Financing Metro

PV Water & Sanitation Metro District

Rampart Range Metro District

Scientific & Cultural Facilities Dist.

South Metro Water Supply Authority

Southeast Public Improvement Metro District

Urban Drainage and Flood Control District



## References

SSMD can benefit from deep, national industry experience, complemented by a team dedicated to accessibility and responsiveness. We are pleased to provide you with the following references, who can describe their experience in greater detail.

Denver Southeast Suburban Water & Sanitation District	
Client Contact	Heather Beasley, District Manager
Phone   Email	303-841-2797   hbeasley@pinerywater.com
Services Provided	Water & Sanitation District that serves 4,500 residential and 90 large irrigator and commercial customers. Recipient of federal loans and grants. Provide monthly account reconciliation, financial reporting and billing. <a href="http://www.pinerywater.com">www.pinerywater.com</a>
Cordillera Metropolitan District	
Client Contact	Paula Kurtz, Finance and Office Administrator Trevor Broersma, District Manager
Phone   Email	970-569-6270   pkurtz@cordillerametro.org 970-569-6275   tbroersma@cordillerametro.org
Services Provided	Residential Metropolitan District with about 30 employees located in Eagle County. Provide monthly account reconciliation, financial reporting and billing; weekly payable processing; audit preparation and coordination; payroll services; budget preparation; cash flow management; board meeting attendance and other services as needed. <a href="http://www.cordilleraliving.com">www.cordilleraliving.com</a>
Meridian Metropolitan District & Goldsmith Metropolitan District	
Client Contact	Ken Lykens, General Manager Eric Hecox, Shea Properties – Sr. Vice President
Phone   Email	303-773-1700   ken.lykens@sheaproperties.com 303-486-1377   eric.hecox@sheaproperties.com
Services Provided	Commercial Metropolitan Districts located in the Meridian Business Park & Denver Technology Center. Provide account reconciliation, financial reporting; payable processing; audit preparation and coordination; budget preparation; board meeting attendance and other services as needed. <a href="http://www.meridiandistrict.com">www.meridiandistrict.com</a> <a href="http://www.goldsmithmetro.org">www.goldsmithmetro.org</a>



## Personnel Qualifications

### Engagement Team

An engagement team will be thoughtfully assembled and assigned to the District. We will align and leverage work to be performed with each team member's skills to provide the most value to the District. Margaret Henderson will be the engagement leader.



The most important resource any business has is people — *the right people*.



#### **Margaret Henderson, CPA, Principal**

303-265-7868 | [margaret.henderson@claconnect.com](mailto:margaret.henderson@claconnect.com)

Margaret is a principal in our CAAS State and Local government team located in our Greenwood Village office. With a background in auditing and operational accounting, Margaret is well rounded in all areas of accounting including local governments. She is actively involved in the training and development of staff in our Denver area location. She is a patient teacher and is very passionate about growing people.

#### Technical experience

- Accounting and financial reporting
- Budgeting and audit preparation
- Financial consulting
- Corporate and governmental experience

#### Areas of specialization

- Special districts
- Non-profit corporations
- Mid-size corporations

#### Education and professional involvement

- Masters of Accountancy, Denver University
- American Institute of Certified Public Accountants (AICPA)
- Certified Public Accountant - Colorado

As the Principal on the engagement, Margaret Henderson, has an active CPA license in the State of Colorado.

# Approach to Provide Accounting Services

## Scope of Services

An engagement such as outlined in this proposal requires the interaction of numerous individuals working in a timely fashion. Our outsourcing professionals work as a team. We are in close, regular contact, keeping each other informed of our progress and any issues that arise. We emphasize communication — making sure that issues that cross disciplines are fully evaluated by the entire team.

Beyond daily record keeping, our value-added services are tailored to meet your needs. As your accountant, we will provide you with timely, comprehensive, and accurate financial information based on a thorough understanding of your financial needs. We are pleased to review with you some of the accounting services we provide:

### **Accounting Services**

- Reconciliation of bank accounts and investment reports.
- Management of cash flow and optimizing investment earnings.
- Issuance of unaudited financial statements which include balance sheet and statement of revenues, expenditures and changes in fund balances (with budget comparisons).
- Accounts receivable – monitoring, reconciliation and reporting.
- Payroll services and filing of appropriate tax forms.
- Accounts payable – review of invoices and coding them for financial reporting.
- Annual budget preparation, as well as monitoring expenditures to preclude exceeding appropriated expenditures.
- Coordination of the audit process (when required), including preparation of audit schedules to be used by the independent auditor and preparation of the year-end financial statements and footnotes.
- Attendance at board meetings.
- Monitor and assistance related to compliance of debt covenants (if applicable).

### **Proposed Scope of Services for The District**

- General review, documentation of procedures, providing guidance where requested, and direct preparation or completion as requested for the following:
  - Accounts payable processing and payments.
  - Bank accounts reconciliation and cash management/forecasting, including reconciliation/balancing of clearing accounts.
  - Preparation and recording of customer invoices or other receivables.
  - Preparation of unaudited financial statements.
  - Budget variance analysis.
  - Preparation and filing of annual budget and, if needed, supplemental budget.
  - Preparation for annual audit
  - Preparation of depreciation and amortization schedules.
  - Integration of various accounting programs and creation of templates where needed.
  - Maintenance of accounting records.
- Attend board meetings as needed/as requested.
- Other related accounting services as requested.



CLA can help improve operations and decision-making ability without hiring additional staff. Our capabilities, industry knowledge, and flexibility allow you to be nimble as the economic environment changes. We can help make your life easier and your organization stronger. The power of technology combined with the power of CLA's industry experience will drive results to help you focus on building your business.

**Bill.com • Expensify • Intacct  
Deltek • ProCore • SAP**

## Execution

CLA helps you plan and monitor accounting functions of job costing, financial reporting, choosing the right technology, and hiring the right staff.

- Technology/Software Selection
- Weekly Dashboard
- Staffing and Organizational Planning
- Internal Controls/Process and Procedure
- Cybersecurity
- Overhead Cost Management

## Analysis

CLA helps with reporting and metrics that will allow you to spend more time managing your projects and organization through weekly dashboards that allow you to quickly see the critical numbers allowing you to make better decisions more quickly.

- Net Revenue and Profitability Analysis
- Backlog Tracking
- Labor Utilization and Net Multiplier
- Overhead and Breakeven Rate
- Indirect Cost/Overhead Rate Audits
- Working Capital Management
- Insurance Reporting and Renewals
- Contract Review
- Annual Benchmarking Review
- Lease Management and Asset Tracking

## Growth

CLA helps you every step of the way to provide financial and cash flow projections, plan your pipeline, and determine working capital and staffing needs to meet your business growth goals.

- Business Expansion
- Cash and Financial Planning
- Banking Capital Structure Support
- Insurance
- Accounting Support Staff to assist during peak season
- Bonus and Incentive Planning
- Succession Planning
- Budgeting and Forecasting
- Increase Enterprise Value
- Bank Financing

### *It takes balance*

With CLA by your side, you can find everything you need in one firm. Professionally or personally, big or small, we can help you discover opportunities and bring balance to get you where you want to go.



## Professional Fees

CLA's policy is to estimate fees that are competitive, yet still enable us to respond quickly to SSMD's needs and provide you with the quality of service you deserve. Our methodology of leveraging work to the most appropriately skilled staff member provides our clients with exemplary work at a competitive rate. We believe that SSMD and CLA are perfectly matched for today's needs, but more importantly, for the increased requirements and complexities that may occur down the road. We anticipate assigning a Principal, Controller, Staff and Admin support to SSMD and scaling to additional members as needed.

Professional Level	Rate
Annual Fixed Fee	\$60,000
Transition Time (not to exceed)	\$10,000

## Conclusion

No matter how you define success, CLA would like to be a part of it. Our hands-on approach to client service, the extensive experience of our staff, our wealth of local and national resources, and our responsiveness will serve to meet your needs and provide the insight needed to help you accomplish your goals. CLA is dedicated to understanding your organization, addressing your needs and meeting your expectations.

We truly appreciate the opportunity to present this proposal and look forward to establishing a lasting relationship with SSMD. If you have any questions or require additional information, please contact Margaret Henderson at 303-265-7868.

