

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

Time: Tuesday, June 13, 2023, 3:00 p.m.

Location:

This meeting will be held via Zoom and may be joined using the following link:

<https://us02web.zoom.us/j/83957417542>

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 253 215 8782 or +1
346 248 7799 or +1 669 900 9128

Webinar ID: 839 5741 7542

AGENDA

1. Disclosures of any potential conflicts of interest.
2. Approval of Minutes of May 9, 2023 Special Meeting. **(District Nos. 1 and 2)**
3. Public Comment.
4. Accountant's Report and review of financials and claims payable. **(District Nos. 1 and 2)**
5. Public Hearing on 2022 Budget Amendment; adopt Resolution to Amend 2022 Budget. **(District No. 1)**
6. Discuss Flock Safety Security Assessment and Security Services. **(District No. 2)**
7. Discuss Safety and Loss Prevention Grant allocation. **(District No. 1)**
8. District Engineer's Oral Report. **(District No. 1)**
9. Update on status of Dissolution. **(District No. 1)**
10. Executive Session under Section 24-6-402(4)(b), C.R.S., to confer with District Counsel to obtain legal advice regarding the Districts' contractual obligations, contract offers, construction matters, transfers of assets, dissolution of District No.

RECORD OF PROCEEDINGS

MINUTES OF THE COORDINATED REGULAR MEETING OF SOUTHSHORE METROPOLITAN DISTRICT NOS. 1 AND 2 HELD MAY 9, 2023

A Coordinated Regular Meeting of the Boards of Directors of the Southshore Metropolitan District No. 1 (“**District No. 1**”) and Southshore Metropolitan District No. 2 (“**District No. 2**” and collectively with District No. 1, the “**Districts**”) was held on May 9, 2023 at 3:00 p.m. The Meeting was held by virtual attendance on Zoom at <https://us02web.zoom.us/j/83957417542>, (669) 900-9128 or (346) 248-7799 or (646) 558-8656 or (253) 215-8782 or (301) 715-8592 or (312) 626-6799.

ATTENDANCE

Directors in Attendance were:

Ryan Zent, President, **District Nos. 1 and 2**

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

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

District No. 1

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

Jeff Bergeon, Vice President/Assistant Secretary/Treasurer,

District No. 2

Kevin Chan, **District No. 2**

Absent (excused):

None.

Also in Attendance were:

Cathy Hamilton of Simmons & Wheeler

Doug Richter of Earnweald Consulting Services, LLC

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

Sarah H. Luetjen of CEGR

Kristin Herndon of CEGR

Ryan Platt of Flock Safety Services

CONFLICTS OF INTEREST

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

NOTICE

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

OATHS OF OFFICE

Ms. Luetjen discussed the results of the May 2023 election, noting that the Oaths of Office have been filed with the Clerk and Records office.

ELECTION OF
OFFICERS,
DISTRICT NO. 1

Following discussion, upon motion duly made, seconded and unanimously carried, the Board of District No. 1 elected the officers to the Board of District No. 1 as follows:

Ryan Zent – Chairman
Kevin Stadler – Vice President/Secretary/Treasurer
P. Joseph Knopinski – Vice President/ Assistant
Secretary/Treasurer
Aaron Clutter – Vice President/Assistant Secretary/Treasurer

ELECTION OF
OFFICERS,
DISTRICT NO. 2

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

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

SECURITY
SERVICES

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

ACCOUNTANT'S
REPORT

Ms. Hamilton reviewed the financials with the Board of each District. She then presented a list of checks to ratify and invoices to be approved.

Following discussion and upon motion duly made, seconded and unanimously carried, the Board of District No. 1 (a) approved and confirmed the disbursements as presented and (b) approved the checks.

APRIL 11, 2023
MINUTES

The Boards of District Nos. 1 and 2 considered the Minutes of the April 11, 2023 Coordinated Regular Board meeting. After discussion and upon motion duly made, seconded and unanimously carried, the Minutes of District Nos. 1 and 2 Joint Board meeting were approved as presented.

PUBLIC COMMENT

None.

SAFETY AND LOSS
PREVENTION
GRANT
ALLOCATION

The Board discussed the security cameras and anti-slip flooring in the lighthouse noting that \$3,7803.78 could be put toward these expenses. The Board will apply for the security cameras and if the CSO denies the request, the anti-slip flooring will be applied for. Following discussion and upon motion duly made, seconded and unanimously carried, the Board approved the application for the Safety and Loss Prevention Grant.

ENGINEER'S
REPORT

Mr. Richter noted that ELCI has finished cleaning Pond C and all work is now complete but that the sodium levels in the pond are high and an injection treatment may be needed to correct this issue. Mr. Richter is working with ELCI to resolve this issue as soon as possible and neutralize the water. There are multiple trees within the District that were planted within the last year that are needing treatment by Norris Design. If the fertilizer treatment does not work the trees will need to be replaced due to decaying and death of the trees. The Board discussed the potential of a resident looking to install inground pool in their backyard noting that Xcel Energy does not have public utilities in their easement. The electrical line that is currently on the resident's property would need to be moved if the HOA gives approval. From there the resident would be able to move forward with the pool.

DISCUSSION
DESIGN AND
LOCATION OF
SPORTS COURTS

Director Stadler discussed the potential of adding more amenities to the District for residents noting that residents have mentioned the addition of sports courts would be welcomed. The District may allocate and will look into the cost of adding and maintaining such amenities. Director Clutter will get a proposal together but more information and input is needed to know exactly what sports the residents would like to have added. The Board will discuss further at the June meeting.

EASEMENT
STATUS

Discussed above in Engineer's Report.

ELCI CONTRACT

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

DISTRICT NO. 1
DISSOLUTION

Mr. Greher provided an update on the dissolution of District No. 1 to the Board noting that a hearing is to take place sometime after the June Board meeting. Mr. Greher will look into the amended budget of District No. 2 and a petition will be filed prior to the June Board meeting. Further updates are to come at the June meeting.

EXECUTIVE
SESSION

Not needed.

ACTION ON
MATTERS
DISCUSSED IN
EXECUTIVE
SESSION

None.

DISTRICT AND
HOA
SIMPLIFICATION

The Board discussed the simplification of the District and Homeowners Association noting that there needs to be more clarification for when the Districts take over the responsibilities of the Homeowners Association.

OTHER MATTERS

None.

ADJOURNMENT

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

Respectively submitted,

Kristin Herndon, Secretary for the meeting

APPROVED

Kevin Stadler

Ryan Zent

Aaron Clutter

Jeff Bergeon

Joseph Knopinski

Kevin Chan

<p>DISTRICT COURT ARAPAHOE COUNTY STATE OF COLORADO</p> <p>Court Address: Arapahoe County Justice Center 7325 South Potomac Street Centennial, CO 80112</p> <p>Phone Number: 303-649-6355</p>	<p>DATE FILED: May 23, 2023 4:26 PM FILING ID: 54AC517816ED6 CASE NUMBER: 2002CV2876</p>
<p>In Re Southshore Metropolitan District No. 1</p>	
<p>David A. Greher, #27311 Harley G. Gifford, #38232 Cockrel Ela Glesne Greher & Ruhland, P.C. 44 Cook Street, Suite 620 Denver, Colorado 80206 Telephone: (303) 218-7200 Facsimile: (303) 218-7220 E-Mail: dgreher@ceglaw.com hgifford@ceglaw.com</p>	<p>▲ COURT USE ONLY ▲</p> <p>Case No.: 2002CV002876</p> <p>Div.: Ctrm.:</p>
<p style="text-align: center;">PETITION FOR DISSOLUTION OF SOUTHSHORE METROPOLITAN DISTRICT NO. 1, CITY OF AURORA, COLORADO</p>	

COMES NOW the Board of Directors of the Southshore Metropolitan District No. 1 (“**District No. 1**”), a quasi-municipal corporation and political subdivision of the State of Colorado, by and through its attorneys, Cockrel Ela Glesne Greher & Ruhland, P.C., and hereby respectfully submits this Petition for Dissolution pursuant to Title 32, Article 1, Part 7, C.R.S., and relates unto the Court as follows:

1. District No. 1 was organized pursuant to the terms and provisions of Title 32, Article 1, C.R.S., by an Order and Decree issued by the Court on December 3, 2002.
2. In accordance with § 32-1-701(1), C.R.S., by an Amended and Restated Resolution adopted at a regular meeting on February 14, 2023, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, the Board of Directors (the “**Board**”) of District No. 1 determined that it is in the best interest of District No. 1 to be dissolved.
3. At a regular meeting on February 14, 2023, the Board of Directors for Southshore Metropolitan District No. 2 (“**District No. 2**”) adopted a Resolution in Support of the Amended and Restated Resolution Calling for the Dissolution of Southshore Metropolitan District No. 1, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference.

4. District No. 1 is located wholly within the municipal boundaries of the City of Aurora (the “**City**”), County of Arapahoe, Colorado. A map and legal description of District No. 1’s boundaries are attached hereto as **Exhibit C** and incorporated herein by this reference.
5. A copy of District No. 1’s 2022 Financial Statement is attached hereto as **Exhibit D** and incorporated herein by this reference.
6. Pursuant to § 32-1-702(4)(b)(I) the plan for the disposition of District No. 1’s assets, easements and contractual obligations is detailed in and will occur in accordance with the terms of a Conveyance Agreement (the “**Agreement**”) entered into by and between District No. 1 and District No. 2, which is attached hereto as **Exhibit E** and incorporated herein by this reference. The Agreement provides that all assets, property, easements and contractual obligations of District No. 1 will be transferred to District No. 2.
7. Pursuant to § 32-1-702(3)(a), C.R.S., a certificate stating that District No. 1 has no financial obligations or outstanding bonds is attached hereto as **Exhibit F** and incorporated herein by this reference.
8. In satisfaction of § 32-1-702(1), C.R.S. and § 32-1-702(4)(b)(I), C.R.S., the Board hereby states that the services and facilities currently provided by District No. 1 within its boundaries will be continued following dissolution of District No. 1 by District No. 2 and consequently no governing body of any municipality, county, intergovernmental authority, other special district or regional service authority will have to assume the furnishing or financing of such services.
9. As required by § 32-1-702(1), C.R.S., the Board hereby further states that, upon dissolution, the existing Board will not continue in office; all Board positions and offices will be completely and permanently vacated and terminated.
10. With the exception of District No. 2, no municipality, county, intergovernmental authority, or other special district or regional service authority needs to submit to the jurisdiction of this Court by way of written entry of appearance as provided for in § 32-1-704(1), C.R.S., because no such entity will be assuming any responsibility to provide such facilities or services in the area located within District No. 1’s boundaries.
11. On May 8, 2023 the City consented to District No. 1’s dissolution pursuant to a resolution adopted by the City Council, attached hereto as **Exhibit G** and incorporated herein by this reference.
12. Pursuant to § 32-1-703(2), C.R.S., a hearing regarding the dissolution of District No. 1 shall be held within fifty (50) days after filing of this Petition. This Petition is being filed with the Court on May 23, 2023.

WHEREFORE, the Board of Directors of the Southshore Metropolitan District No. 1 hereby respectfully requests that this Court ORDER, ADJUDGE and DECREE as follows:

A. Cause the Publication and Mailing of the Notice of Hearing on Petition for Dissolution filed with this Petition;

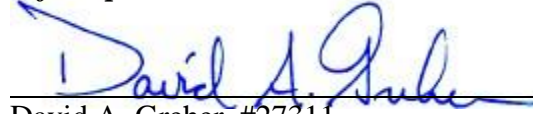
B. Order a hearing on this matter be held no later than July 12, 2023;

C. Following the Court hearing in this matter, enter the Findings, Order, and Decree Dissolving the Southshore Metropolitan District No. 1 as provided in this Petition; and

D. Such other orders and decrees as may be necessary or proper to effect the dissolution of District No. 1 without an election pursuant to §32-1-704(3), C.R.S.

Respectfully submitted this 23rd day of May 2023.

E-filed per C.R.C.P. Rule 121



David A. Greher, #27311

EXHIBIT A TO PETITION FOR DISSOLUTION

AMENDED AND RESTATED RESOLUTION CALLING FOR THE DISSOLUTION OF SOUTHSHORE METROPOLITAN DISTRICT NO. 1

DATE FILED: May 23, 2023 4:26 PM
FILING ID: 54AC517816ED6
CASE NUMBER: 2002CV2876

WHEREAS, Southshore Metropolitan District No. 1 (“**District No. 1**”) 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, Southshore Metropolitan District No. 2 (“**District No. 2**” and together with District No. 1, the “**Districts**”) 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, District No. 1 encompasses territory located entirely within the City of Aurora (the “**City**”), County of Arapahoe, Colorado (the “**County**”); and

WHEREAS, District No. 1, prior to dissolution, will transfer all real and personal property, investments, contracts, cash and other assets (collectively, the “**Assets**”) to District No. 2; and

WHEREAS, District No. 1 has no financial obligations or outstanding bonds; and

WHEREAS, District No. 1, following the transfer of all Assets to District No. 2, will not provide any facilities or services to property within or without District No. 1’s boundaries, and all facilities and services needed within District No. 1’s service area will be provided by District No. 2; and

WHEREAS, the Board of Directors of District No. 1 (the “**Board**”) deems it to be in the best interest of District No. 1 that District No. 1 be dissolved in accordance with Title 32, Article 1, Part 7, C.R.S.; and

WHEREAS, the Board previously adopted a Resolution Calling for Dissolution of Southshore Metropolitan District No. 1 on July 12, 2022 (the “**Prior Resolution**”) which called for the District to request the prior consent of the City Council of the City to avoid the requirement that the District conduct a dissolution election under Section 32-1-704(3)(b)(I), C.R.S.; and

WHEREAS, the Districts have executed a Conveyance Agreement dated as of November 15, 2022 (the “**Agreement**”).

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Southshore Metropolitan District No. 1 as follows:

1. In compliance with Section 32-1-701(1), C.R.S., the Board deems it to be in the best interest of District No. 1 that District No. 1 be dissolved.

2. District No. 1's general counsel, Cockrel Ela Glesne Greher & Ruhland, P.C., is hereby directed to prepare a Petition for Dissolution pursuant to Section 32-1-702(1), C.R.S., and to file such Petition with the District Court in and for the County, and to prepare such other documentation and undertake all actions deemed necessary to effectuate the dissolution of District No. 1 in accordance with applicable Colorado law. Such actions shall include, without limitation, seeking a court order to conduct an election in the special district on the question of dissolution. Section 32-1-704(3)(a), C.R.S.

3. The President of the Board shall have the power and authority to execute all documents deemed necessary to effectuate District No. 1's dissolution, and the Secretary of the Board shall have the power and authority to attest to such execution without any further formal approvals. Such documents shall include, without limitation, (i) the transfer, conveyance and assignment of all Assets to District No. 2 and (ii) a certificate given in accordance with Section 32-1-702(3)(a), C.R.S., demonstrating that District No. 1 has no financial obligations or outstanding bonds and all other documentation required to effectuate the dissolution of District No. 1.

4. Following the transfer of all Assets to District No. 2, District No. 1 will provide no services within or without its boundaries, and as a result, no plan for the continuation of District No. 1's services is necessary. No governing body of any municipality, county, intergovernmental authority, special district or other regional service authority need assume the provision or financing of such services.

5. District No. 1 will transfer all Assets to District No. 2 prior to dissolution.

6. Upon dissolution, the Board shall immediately and permanently dissolve, and none of the members thereof will continue in office as a director of District No. 1.

7. If any part, section, subsection, sentence or clause of this Resolution is for any reason held by a Court with legal authority to be invalid, such invalidity shall not affect the validity of the remaining provisions of this Resolution.

8. This Resolution shall amend and replace the Prior Resolution.

9. The Agreement is ratified and confirmed in all respects, except for the following waiver (subject to approval of corresponding authority by the board of directors of District No. 2 on the date hereof) of the condition to dissolution in Section 5(ii) of the Agreement. For clarity, the submittal of a Petition for Dissolution shall not be conditioned on the prior consent of dissolution from the City if the dissolution, subject to approval by District No. 1 voters under Section 32-1-704(3)(a), C.R.S. (However, the Board acknowledges the City's required consent to assignments of any and all agreements between the Districts and the City.)


10. The Board expressly incorporates the recitals above into this Resolution.

11. The President of District No. 1 and District Counsel are authorized to confer with the City about whether to proceed with dissolution under Section 32-1-703(a), C.R.S., or under Section 32-1-703(b)(I), C.R.S., and to adjust the Petition for Dissolution accordingly.

12. This Resolution shall take effect and be applied and enforced immediately upon its approval by the Board.

ADOPTED this 14th day of February 2023.

SOUTHSHORE METROPOLITAN DISTRICT NO. 1

By:  _____
Chair

Attest:

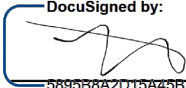
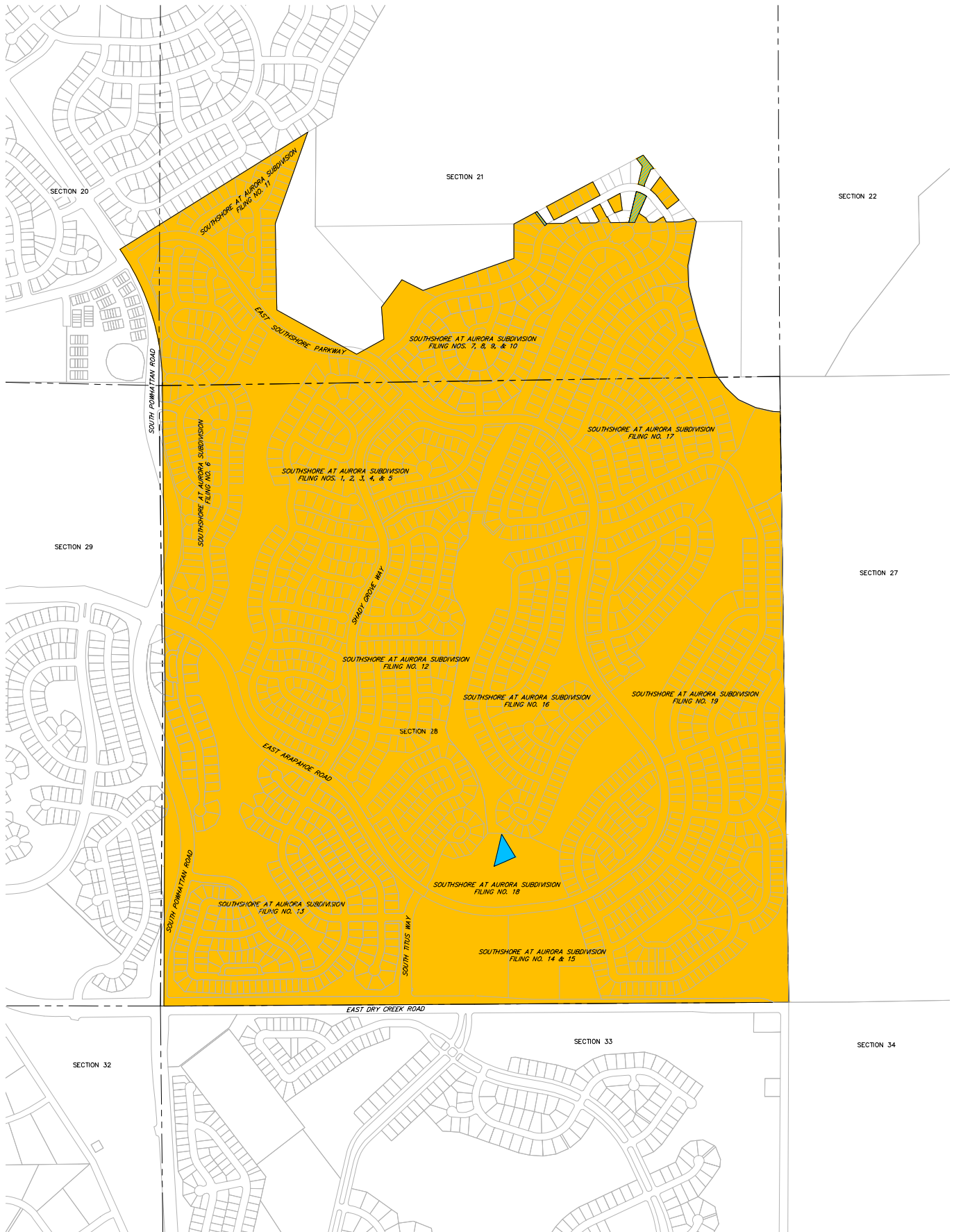
 _____
Secretary

EXHIBIT C TO PETITION FOR DISSOLUTION

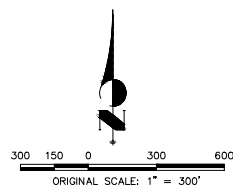
SOUTHSHORE METROPOLITAN DISTRICT MAP

A PARCEL OF LAND LOCATED IN SECTIONS 20, 21, AND 28
 ALL IN TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
 CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO
 DATE FILED: May 23, 2023 4:26 PM
 FILE NO. 20230517816ED6
 CASE NUMBER: 2002CV2876



LEGEND

- SOUTHSHORE METROPOLITAN DISTRICT NO. 1
- SOUTHSHORE METROPOLITAN DISTRICT NO. 2
- SOUTHSHORE METROPOLITAN DISTRICT NO. 1 & NO. 2



DISTRICT MAP
 SOUTHSHORE METROPOLITAN DISTRICT
 JOB NO. 15730.10
 01/20/2022
 SHEET 1 OF 1



Centennial 303-740-9933 • Colorado Springs 719-583-2588
 Fort Collins 970-491-9888 • www.jrengineering.com

PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED BY A 3" ALUMINUM CAP STAMPED "LS 13485" AT THE SOUTHWEST CORNER AND A 3" ALUMINUM CAP STAMPED "LS 25942" AT THE SOUTH QUARTER CORNER, BEING ASSUMED TO BEAR S89°38'48"W.

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 28;

THENCE N67°15'20"E A DISTANCE OF 3066.01 FEET, TO THE POINT OF BEGINNING,

THENCE N13°21'32"E A DISTANCE OF 277.43 FEET,

THENCE S30°15'57"E A DISTANCE OF 72.20 FEET;

THENCE S32°03'03"E A DISTANCE OF 72.62 FEET,

THENCE S31°52'08"E A DISTANCE OF 78.42 FEET;

THENCE S65°28'48"W A DISTANCE OF 98.01 FEET;

THENCE S67°00'20"W A DISTANCE OF 99.14 FEET, TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 21,784 SQUARE FEET OR 0.5001 ACRES.

EXHIBIT D TO PETITION FOR DISSOLUTION

DATE FILED: May 23, 2023 4:26 PM
FILING ID: 54AC517816ED6
CASE NUMBER: 2002CV2876

Southshore Metropolitan District No. 1
Financial Statements

December 31, 2022

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Southshore Metropolitan District No. 1

Management is responsible for the accompanying financial statements of each major fund of Southshore Metropolitan District No. 1, as of and for the period ended December 31, 2022, 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 twelve months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

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

Simmons & Wheeler P.C.

May 1, 2023
Englewood, Colorado

Southshore Metropolitan District No. 1
Balance Sheet - Governmental Funds and Account Groups
December 31, 2022

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
ASSETS				
Current assets				
Cash in checking	\$ 23,732	\$ -	\$ -	\$ 23,732
Prepaid expenses	64,959	-	-	64,959
Due from District No. 2	<u>7,746</u>	<u>137,476</u>	<u>-</u>	<u>145,222</u>
	<u>96,437</u>	<u>137,476</u>	<u>-</u>	<u>233,913</u>
Other assets				
Capital improvements	<u>-</u>	<u>-</u>	<u>51,122,696</u>	<u>51,122,696</u>
Total Assets:	<u>\$ 96,437</u>	<u>\$ 137,476</u>	<u>\$ 51,122,696</u>	<u>\$ 51,356,609</u>
LIABILITIES				
Current liabilities				
Accounts payable	\$ 34,764	\$ -	\$ -	\$ 34,764
Retainage payable	<u>-</u>	<u>137,476</u>	<u>-</u>	<u>137,476</u>
	<u>34,764</u>	<u>137,476</u>	<u>-</u>	<u>172,240</u>
Total Liabilities:	<u>34,764</u>	<u>137,476</u>	<u>-</u>	<u>172,240</u>
FUND BALANCES				
Investment in capital improvements			51,122,696	51,122,696
Prepaid expenses	64,959	-	-	64,959
Emergency reserve	-	-	-	-
Fund balance - unrestricted	<u>(3,286)</u>	<u>-</u>	<u>-</u>	<u>(3,286)</u>
Total Fund balances:	<u>61,673</u>	<u>-</u>	<u>51,122,696</u>	<u>51,184,369</u>
	<u>\$ 96,437</u>	<u>\$ 137,476</u>	<u>\$ 51,122,696</u>	<u>\$ 51,356,609</u>

Southshore Metropolitan District No. 1
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Twelve Months Ended December 31, 2022
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Transfer from District #2	\$ 497,574	\$ 468,098	\$ (29,476)
	<u>497,574</u>	<u>468,098</u>	<u>(29,476)</u>
Expenditures			
Accounting & audit	40,000	51,580	(11,580)
Insurance	20,000	38,440	(18,440)
Legal	100,000	130,890	(30,890)
Election expenses	10,000	-	10,000
Irrigation water & electric	40,000	66,365	(26,365)
Stormwater management	210,000	-	210,000
Landscape maintenance	20,000	25,430	(5,430)
Miscellaneous expense	2,000	579	1,421
Contingency	270,375	-	270,375
Emergency reserve	<u>13,260</u>	<u>-</u>	<u>13,260</u>
	<u>725,635</u>	<u>313,284</u>	<u>412,351</u>
Excess (deficiency) of revenues over expenditures	(228,061)	154,814	382,875
Other Financing Sources (Uses)			
Transfer (to) from other funds	<u>-</u>	<u>(154,814)</u>	<u>(154,814)</u>
Total other financing sources (uses)	<u>-</u>	<u>(154,814)</u>	<u>(154,814)</u>
Excess (deficiency) of revenues and other sources over expenditures and other uses	(228,061)	-	228,061
Fund balance - beginning	<u>228,061</u>	<u>61,673</u>	<u>(166,388)</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 61,673</u>	<u>\$ 61,673</u>

Southshore Metropolitan District No. 1
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Twelve Months Ended December 31, 2022
Capital Projects Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
Revenues			
Investor contribution	\$ -	\$ 2,558,239	\$ 2,558,239
Transfer from District 2	<u>766,036</u>	<u>292,684</u>	<u>(473,352)</u>
	<u>766,036</u>	<u>2,850,923</u>	<u>2,084,887</u>
Expenditures			
Facilities acquisition	-	2,558,239	(2,558,239)
Capital outlay	<u>766,036</u>	<u>447,498</u>	<u>318,538</u>
	<u>766,036</u>	<u>3,005,737</u>	<u>(2,239,701)</u>
Excess (deficiency) of revenues over expenditures	-	(154,814)	(154,814)
Other Financing Sources (Uses)			
Transfer (to) from other funds	<u>-</u>	<u>154,814</u>	<u>154,814</u>
Total other financing sources (uses)	<u>-</u>	<u>154,814</u>	<u>154,814</u>
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	-	-
Fund balance - beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

EXHIBIT E TO PETITION FOR DISSOLUTION

CONVEYANCE AGREEMENT

THIS CONVEYANCE AGREEMENT (this “**Agreement**”) is made and entered into as of November 15, 2022 between the SOUTHSORE METROPOLITAN DISTRICT NO. 1 (“**District No. 1**”) and the SOUTHSORE METROPOLITAN DISTRICT NO. 2 (“**District No. 2**”), and together with District No. 1, (the “**Districts**” or individually, a “**District**”), each being a quasi-municipal corporation and political subdivision of the State of Colorado (the “**State**”) located in the City of Aurora (the “**City**”), County of Arapahoe, Colorado organized pursuant to the provisions of the Special District Act, Article 1 of Title 32, C.R.S. (the “**Act**”).

RECITALS

WHEREAS, The Districts were organized simultaneously to provide public infrastructure improvements and services to the development known then as Southshore; and

WHEREAS, District No. 1 never issued (and thus has no) outstanding debt, and the purposes for which it was organized, including without limitation the completion of the public infrastructure improvements, have been achieved or are otherwise assignable to District No. 2, and District No. 1 can be dissolved in accordance with the provisions of the Act; and

WHEREAS, District No. 1 owns, operates and maintains the real property and infrastructure improvements detailed in **Exhibit A** attached hereto and incorporated herein by this reference (the “**District No. 1 Assets**”); and

WHEREAS, District No. 1 is a party to various contracts and agreements (the “**District No. 1 Agreements**”) as further defined in Section 3 of this Agreement and may have certain rights and obligations under the District No. 1 Agreements; and

WHEREAS, the District No. 1 Assets and the District No. 1 Agreements can be integrated efficiently into the on-going operations of District No. 2, and District No. 2 is willing to take ownership, operate, maintain and replace the District No. 1 Assets and accept District No. 1’s rights and assume District No. 1’s obligations under the District No. 1 Agreements to be effective upon the dissolution of District No. 1 in accordance with the provisions of the Act; and

WHEREAS, the Board of Directors of District No. 1 (the “**District No. 1 Board**”) deems it to be in the best interest of District No. 1 that District No. 1 be dissolved, and the District No. 1 Board also determines that the District No. 1 Assets and the District No. 1 Agreements should be transferred and conveyed to District No. 2; and

WHEREAS, the Board of Directors of District No. 2 (the “**District No. 2 Board**”) has determined that in connection with the dissolution of District No. 1, the District No. 1 Assets and the District No. 1 Agreements should be transferred and conveyed to District No. 2, as such action will serve a beneficial public purpose and promote the health, safety, prosperity, security and general welfare of the taxpayers and inhabitants of the Districts and that such conveyance is expressly contemplated by Section II.C of the Districts’ Consolidated Service Plan.

AGREEMENT

In consideration of the mutual covenants, agreements and undertakings contained herein and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

Section 1. Purpose of this Agreement. The terms and conditions set forth in this Agreement are integral and necessary elements of the dissolution of District No. 1. The approval and execution of this Agreement by each District are prerequisite conditions of proceeding with the dissolution of District No. 1. If this Agreement is not approved and executed by either District, the dissolution proceedings may be terminated in District No. 1's sole discretion.

Section 2. District No. 1 Assets. Pursuant to Section 32-1-702, C.R.S., District No. 1 shall proceed with its dissolution and dispose of all District No. 1 Assets prior to dissolution by transfer and conveyance to District No. 2 in accordance with the provisions of this Agreement. District No. 2 shall become the owner of and entitled to receive, hold, sue for, and collect all moneys, funds, taxes, levies, assessments, fees and charges, and all property of any kind or nature owned, leased, or claimed by or due to District No. 1, including but not limited to the District No. 1 Assets, all real and personal property and any interest therein, easements, licenses, permits, equipment, vehicles, furniture, plans, specifications, programs, systems, records, supplies, streets, parking facilities, signage, drainage and irrigation facilities and systems, parks, landscaping, trails and related improvements, investments, securities, accounts, deposits, and all other tangible and intangible property (collectively, the "**Assets**"). District No. 2 shall succeed to all rights, title and interests in the Assets by operation of law. District No. 1 represents and warrants to District No. 2 that it has marketable title to the Assets without any lien or encumbrance thereon. To the extent so required to document ownership, District No. 1 shall transfer title to the Assets to and into the name of District No. 2 by deed, bill of sale, assignment or other appropriate instrument.

Section 3. District No. 1 Agreements. District No. 1 shall also transfer and assign, and District No. 2 shall accept the assignment of all interests, rights and obligations in, to and under the District No. 1 Agreements, without limitation all intergovernmental agreements; construction contracts, purchase contracts, service contracts, and operational contracts; cost recovery agreements; property, banking and investment agreements; agreements related to the payment in lieu of taxes; and all other contracts and agreements of every kind and nature including without limitation, (a) the Intergovernmental Agreement between the City and the Districts dated February 11, 2003, (b) the Intergovernmental Agreement Between the City and District No. 1 Regarding the Maintenance of Landscaped Property on East Smoky Hill Parkway dated April 18, 2016, and (c) the Intergovernmental Agreement Between the City and District No. 1 Regarding the Maintenance of Park Property Commonly Referred To As "Spinnaker Park" dated August 11, 2020 (collectively, (a) through (c) comprise the "**City Agreements**"). The Districts recognize that the assignment of the City Agreements require the City's consent.

Upon the dissolution of District No. 1, all intergovernmental agreements between the Districts shall be terminated. To the extent so required, District No. 1 shall, prior to its dissolution, assign its interests in the District No. 1 Agreements to and into the name of District No. 2 by appropriate assignment, transfer document, or other instrument. Within 30 days after the date of

this Agreement, District No. 1 will deliver copies of all executory District No. 1 Agreements with other persons and entities to District No. 2.

Section 4. Indebtedness and Liabilities of District No. 1. District No. 1 represents and warrants that as of the date of this Agreement and as of the date of its dissolution, District No. 1 has and will have no outstanding direct or indirect multiple-fiscal year financial obligation of any kind or nature. After the date of this Agreement, District No. 1 shall incur no new liabilities that will not be paid and discharged on or before the dissolution of District No. 1. Except for those obligations assumed under the District No. 1 Agreements, District No. 2 shall not assume any debt or liabilities of District No. 1.

Section 5. Effective Date. This Agreement shall be in full force and effect and be legally binding upon each District at the time of (i) the adoption of District No. 1's Resolution Calling for the Dissolution of Southshore Metropolitan District No. 1, (ii) the City's consent to the request by District No. 1 to dissolve, (iii) the execution of this Agreement by each District, and (iv) an Order of the Arapahoe District Court granting District No. 1's petition for dissolution. Each District agrees to execute, approve and adopt any and all agreements, deeds, instruments, documents, rules and resolutions necessary to give effect to the terms of this Agreement.

Section 6. Termination. This Agreement may be terminated only in conformance with the express provisions of Section 7 hereof.

Section 7. Default. In the event either District, at any time during the term of this Agreement, fails to perform or comply with any provision of this Agreement, the other District shall provide written notice specifying the particular default and a reasonable time period for rectifying such default, and the responsible District shall correct such default within such time period. If the responsible District fails to correct such default within such time period, the other District may take such reasonable action as it deems proper or necessary to correct such default, or it may terminate this Agreement. The responsible District shall reimburse the other District for any expense incurred in correcting or enforcing such default, including attorneys' fees. Waiver or failure to give notice of a particular default hereunder shall not be construed as a waiver of any continuing or subsequent default.

Section 8. Assignment. The Agreement shall not be assigned in whole or in part.

Section 9. Amendment. This Agreement may be amended, from time to time, by agreement between the Districts. No amendment, modification or alteration of this Agreement shall be binding upon the Districts, unless the same is in writing and approved by the Board of Directors of each District.

Section 10. Waiver. No waiver by either District of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

Section 11. Remedies. No remedy provided to either District shall be required to be exhausted or exercised as a prerequisite to any further relief to which it may then be entitled. Every obligation assumed by or imposed upon the District shall be enforceable by any appropriate action, petition or proceeding at law or in equity, including without limitation specific performance. This Agreement shall be construed in accordance with the laws of the State, particularly the Act. No person or entity, other than the Districts, shall have any interest in, or be entitled to enforce the terms of this Agreement for any purpose.

Section 12. Notices. All notices or approvals required under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested to:

Southshore Metropolitan District No. 1
David A. Greher
Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook Street, Suite 620
Denver, Colorado 80206

Southshore Metropolitan District No. 2
David A. Greher
Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook Street, Suite 620
Denver, Colorado 80206

Either District by written notice provided to the other District may change the address to which future notices are to be sent. All notices so given shall be construed as effective when delivered.

Section 13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

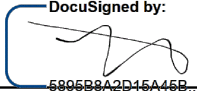
Section 14. Entirety. This Agreement constitutes the entire agreement between the Districts concerning the subject matter herein, and all prior negotiations, representations, understandings or agreements pertaining to such matters are merged into and superseded by this Agreement. No representation, warranty or certification, express or implied, shall exist between the Districts, except as expressly set forth herein.

[REMINDER OF PAGE LEFT INTENTIONALLY BLANK]

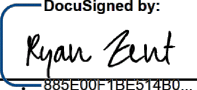
IN WITNESS WHEREOF, the Boards of Directors of District No. 1 and District No. 2 have approved and caused this Agreement to be executed on the day and year first above written.

SOUTHSHORE METROPOLITAN DISTRICT NO. 1

By:  _____
Chairman

Attest:  _____
Secretary

SOUTHSHORE METROPOLITAN DISTRICT NO. 2

By:  _____
Chairman

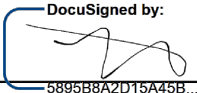
Attest:  _____
Secretary

EXHIBIT A
District No. 1 Assets

Real Property:

2071-21-3-22-013	035154815	Tract A Southshore at Aurora Sub Flg No 11, EX M/R'S
2071-21-4-07-047	035217108	Tract D Southshore at Aurora Sub Flg No 10 EX M/R'S
2071-21-4-07-048	035217116	Tract G Southshore at Aurora Sub Flg No 10 EX M/R'S
2071-21-4-07-049	035217124	Tract H Southshore at Aurora Sub Flg No 10 EX M/R'S
2071-21-4-08-035	035217477	Tract E Southshore at Aurora Sub Flg No 10 EX M/R'S
2071-21-4-08-036	035217485	Tract F Southshore at Aurora Sub Flg No 10 EX M/R'S
2071-21-4-08-037	035217833	Tract I Southshore at Aurora Sub Flg No 10 EX M/R'S
2071-21-4-09-022	035218066	Tract A Southshore at Aurora Sub Flg No 10 EX M/R'S
2071-28-1-03-006	035218121	Tract B Southshore at Aurora Sub Flg No 10 EX M/R'S
2071-28-2-31-040	035207374	Tract A Southshore at Aurora Sub Flg No 12
2071-28-2-31-041	035207587	Tract B Southshore at Aurora Sub Flg No 12
2071-28-2-31-042	035207595	Tract C Southshore at Aurora Sub Flg No 12
2071-28-2-31-043	035207609	Tract D Southshore at Aurora Sub Flg No 12
2071-28-2-32-011	035207722	Tract E Southshore at Aurora Sub Flg No 12
2071-28-3-04-024	035155251	Tract A Southshore at Aurora Sub Flg No 13 EX M/R'S
2071-28-3-09-064	035157636	Tract C Southshore at Aurora Sub Flg No 13 EX M/R'S
2071-28-3-11-028	035158055	Tract D Southshore at Aurora Sub Flg No 13 EX M/R'S
2071-28-3-11-029	035158063	Tract H Southshore at Aurora Sub Flg No 13 EX M/R'S
2071-28-3-12-026	035208541	Tract H Southshore at Aurora Sub Flg No 12
2071-28-3-12-027	035208559	Tract I Southshore at Aurora Sub Flg No 12
2071-28-3-15-049	035209156	Tract J Southshore at Aurora Sub Flg No 12
2071-28-3-15-050	035209164	Tract K Southshore at Aurora Sub Flg No 12
2071-28-3-15-051	035209172	Private Drive Southshore at Aurora Sub Flg No 12
2071-28-3-16-011	035209288	Tract L Southshore at Aurora Sub Flg No 12
2071-28-4-02-002	035252914	Lot 2 Blk 1 Southshore at Aurora Sub Flg No 14
2071-21-4-07-046	035217094	Tract C Southshore at Aurora Sub Flg No 10 EX M/R'S
2071-28-2-01-003	034640762	Tract E Southshore at Aurora Sub 1 st Flg
2071-28-4-16-033	035408205	Tract A Southshore at Aurora Sub Flg No 19
2071-21-4-06-001	035154815	Tract B Southshore at Aurora Sub 9 th Flg
2071-21-3-15-010	034773231	Tract A Southshore at Aurora Sub 8th Flg
2071-28-2-17-015	034644369	Tract C Blk 3 Southshore at Aurora Sub 5 th Flg
2071-28-2-10-034	034642552	Tract B Blk 4 Southshore at Aurora Sub 3 rd Flg
2071-28-2-05-030	034641611	Tract B Blk 2 Southshore at Aurora Sub 2 nd Flg
2071-28-3-03-009	034643656	Tract B Blk 4 Southshore at Aurora Sub 4 th Flg
2071-28-4-21-043	035409503	Tract P Southshore at Aurora Sub Flg No 19
2071-28-4-21-041	035409481	Tract D Southshore at Aurora Sub Flg No 19
2071-28-4-17-030	035408523	Tract K Southshore at Aurora Sub Flg No 19
2071-21-3-18-001	034735992	Tract A Southshore at Aurora Sub 9 th Flg
2071-20-4-21-001	034640673	Tract A Southshore at Aurora Sub 1 st Flg
2071-21-3-12-042	034708375	Tract A Southshore at Aurora Sub 6 th Flg 1 st Amendment
2071-28-2-02-001	034640789	Tract F Southshore at Aurora Sub 1 st Flg

2071-28-2-03-001	034640797	Tract G Southshore at Aurora Sub 1 st Flg
2071-28-4-10-011	035407144	Tract G Southshore at Aurora Sub Flg No 19
2071-28-4-11-014	035407284	Tract F Southshore at Aurora Sub Flg No 19
2071-28-1-24-019	035406792	Tract C Southshore at Aurora Sub Flg No 19
2071-20-4-22-001	034640681	Tract B Southshore at Aurora Sub 1 st Flg
2071-21-3-06-002	034640711	Tract I Southshore at Aurora Sub 1 st Flg
2071-21-3-07-008	034640924	Tract A Blk 1 Southshore at Aurora Sub 2 nd Flg
2071-28-2-07-011	034641831	Tract A Blk 1 Southshore at Aurora Sub 3 rd Flg
2071-28-3-01-015	034643346	Tract A Blk 1 Southshore at Aurora Sub 4 th Flg
2071-28-1-01-008	034643761	Tract B Blk 3 Southshore at Aurora Sub 5 th Flg
2071-28-2-15-014	034644369	Tract A Blk 1 Southshore at Aurora Sub 5 th Flg
2071-28-2-17-016	034644377	Tract D Blk 3 Southshore at Aurora Sub 5 th Flg
2071-21-3-12-043	034708383	Tract C Southshore at Aurora Sub 6 th Flg 1 st Amendment
2071-28-2-24-035	034708979	Tract B Southshore at Aurora Sub 6 th Flg 1 st Amendment
2071-28-1-02-006	034732560	Tract B Southshore at Aurora Sub 8 th Flg
2071-21-4-05-006	034736689	Tract C Southshore at Aurora Sub 9 th Flg
2071-21-3-22-014	035154823	Tract D Southshore at Aurora Sub Flg No 11, EX M/R's
2071-21-3-22-015	035154831	Tract E Southshore at Aurora Sub Flg No 11, EX M/R's
2071-28-1-25-023	035407021	Tract B Southshore at Aurora Sub Flg No 19
2071-28-1-25-024	035407039	Tract E Southshore at Aurora Sub Flg No 19
2071-28-4-12-010	035407381	Tract H Southshore at Aurora Sub Flg No 19
2071-28-4-13-012	035407501	Tract I Southshore at Aurora Sub Flg No 19
2071-28-4-17-029	0305408515	Tract J Southshore at Aurora Sub Flg No 19
2071-28-4-19-012	035408795	Tract L Southshore at Aurora Sub Flg No 19
2071-28-4-20-028	035409074	Tract N Southshore at Aurora Sub Flg No 19
2071-28-4-21-042	035409490	Tract O Southshore at Aurora Sub Flg No 19
2071-28-4-21-044	035409511	Tract Q Southshore at Aurora Sub Flg No 19
2071-28-4-22-036	035409881	Tract M Southshore at Aurora Sub Flg No 19
2071-28-4-22-037	035409899	Tract R Southshore at Aurora Sub Flg No 19
2071-28-4-00-003	035159906	That Part of the SE 1/4 of Sec 28-5-65 Desc. as Comm at the SW Cor of SD Sec Th NE 3066.01 Ft to the Pob Th NE 277.43 Ft Th SE 72.2 Ft 72.62 Ft & 78.42 Ft Th SW 98.01 Ft & 99.14 Ft to Beg Sec 28-5-65

Infrastructure Improvements:

The Lakehouse 2071-21-3-11-001 034732233 Lot 1 Blk 1 Southshore at Aurora Sub 7th Flg

The Lighthouse 2071-28-4-09-001 035401324 Lot 1 Blk 1 Southshore at Aurora Sub Flg No 18 EX That Part of the SE ¼ of Sec 28-5-65 Desc as Comm at the SW Cor of SD Sec Th NE 3006.01 Ft to the Pob Th NE 277.43 Ft Th SE 72.2 Ft & 78.42 Ft Th SW 98.01 Ft & 99.14 Ft to Beg

The Boathouse 2071-28-2-01-001 034640720 Tract C Southshore at Aurora Sub 1st Flg

Senac Pond 2071-28-2-01-001 034640720 Tract C Southshore at Aurora Sub 1st Flg

Agreements:

ELCI Filing 14 Phase 1, 2, Neighborhood Park and Trail Extension
ELCI Filing 16 and Filing 17 Landscaping Improvements
ELCI Filing 18 Rec Center

Attest:



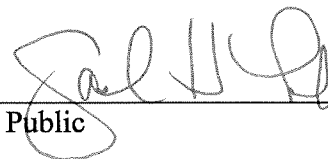
Treasurer

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Subscribed and sworn to before me this 16 day of May, 2023 by Kevin Stadler as Treasurer of Southshore Metropolitan District No. 1.

Witness my hand and official seal.

My commission expires: 8.25.2023



Notary Public

SARAH H LUETJEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20114054169
MY COMMISSION EXPIRES AUGUST 25, 2023

EXHIBIT G TO PETITION FOR DISSOLUTION

EFFECTIVE DATE: 05-08-2023

RESOLUTION NO. R2023- 52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA,
COLORADO, CONSENTING TO THE DISSOLUTION OF THE SOUTHSHORE
METROPOLITAN DISTRICT NO. 1

DATE FILED: May 23, 2023 4:26 PM
FILE NO: 5A050816ED6
CASE NUMBER: 2002CV2876

WHEREAS, pursuant to §32-1-204.5, C.R.S. and other applicable provisions of the Special District Act, §32-1-101 *et seq.*, C.R.S., the City Council of the City of Aurora, Colorado (the “City Council”) approved the organization of the Southshore Metropolitan District No. 1 (the “District”) on March 4, 2002 by Resolution R2002-08; and

WHEREAS, the territory of the District is wholly within the boundaries of the City of Aurora, Colorado (the “City”); and

WHEREAS, the District has completed the construction and financing of the public improvements as set forth in the Service Plan and the District will transfer all assets and obligations and intergovernmental agreements to Southshore Metropolitan District No. 2; and

WHEREAS, the District has advised the City that it has no financial obligations or outstanding bonds, and that it shall certify the same in its petition for dissolution; and

WHEREAS, the Board of Directors of the District has initiated the dissolution of the District by resolution dated July 12, 2022; and

WHEREAS, the District intends to initiate legal proceedings relating to its dissolution, pursuant to Part 7 of Article 1 of Title 32, C.R.S., such dissolution being consistent with the legislative intent to reduce the fragmentation and overlapping of local governments, as described in C.R.S. § 32-1-102(5); and

WHEREAS, C.R.S. Section 32-1-704(3)(b) provides that a district court may enter an order dissolving a metropolitan district without an election if (i) the district lies wholly within the corporate limits of a municipality, (ii) the district has no financial obligations or outstanding bonds, and (iii) the metropolitan district’s board and the governing body of the municipality consent to the dissolution; and

WHEREAS, the District has requested that the City Council consent to the dissolution, pursuant to § 32-1-704(3)(b), C.R.S.

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

Section 1. Pursuant to §32-1-704(3)(b), C.R.S. and based upon the representations of the District, the City Council consents to the dissolution of the District.

Section 2. A certified copy of this Resolution be submitted to the District in order that it may be filed with the Arapahoe County District Court, pursuant to § 32-1-702, C.R.S.

RESOLVED AND PASSED THIS 8th day of May, 2023.


MIKE COFFMAN, Mayor

ATTEST:


KADEE RODRIGUEZ, City Clerk *Deputy*
Cecilia Zapata



APPROVED AS TO FORM:


RLA
BRIAN J. RULLA, Assistant City Attorney

Southshore Metropolitan District No. 1 and 2
Schedule of Cash Position
June 13, 2023

	General	Debt Service	Capital Project	Total
<u>District No. 1</u>				
FirstBank - Checking				
Balance as of 5/31/2023	\$ 64,024.03	\$ -	\$ -	\$ 64,024.03
<i>Subsequent activities:</i>				
Vouchers payable	13-Jun (143,045.91)	-	-	(143,045.91)
Transfer from District 2	150,000.00	-	-	150,000.00
<i>Anticipated balance:</i>	<u>\$ 70,978.12</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 70,978.12</u>
<u>District No. 2</u>				
Colotrust - Savings				
Balance as of 5/31/2023	\$ 1,412,085.50	\$ 13,082.96	\$ -	\$ 1,425,168.46
<i>Subsequent activities:</i>				
Property taxes	299,205.84	197,150.71	-	496,356.55
Special Development Fees	-	-	-	-
Transfer to UMB Trustee	-	(200,000.00)	-	(200,000.00)
Transfer to District 1	(150,000.00)	-	-	(150,000.00)
<i>Anticipated balance:</i>	<u>1,561,291.34</u>	<u>10,233.67</u>	<u>-</u>	<u>1,571,525.01</u>
UMB - GO Bond Series 2020 (in Colotrust Plus +):				
Balance as of 5/31/2023				
Bond Fund - 2020A-1	-	2,386,510.00	-	2,386,510.00
Bond Fund - 2020A-2	-	643,313.81	-	643,313.81
Reserve Fund - 2020A-1	-	1.00	-	1.00
Reserve Fund - 2020A-2	-	1.00	-	1.00
Project Fund - 2020A-1/2	-	-	345.00	345.00
Bond Fund - 2020B	-	282,881.53	-	282,881.53
Reserve Fund - 2020B	-	1,870,589.98	-	1,870,589.98
Project Fund - 2020B	-	-	317.94	317.94
Surplus - 2020B	-	995,610.56	-	995,610.56
<i>Subsequent activities:</i>				
Transfer from Colotrust	-	-	-	-
Debt Service Payment	-	(548,457.75)	-	(548,457.75)
Payments from Project - 2020A-1/2	-	-	-	-
Payments from Project - 2020B	-	-	-	-
<i>Anticipated balance:</i>	<u>-</u>	<u>5,630,450.13</u>	<u>662.94</u>	<u>5,631,113.07</u>
UMB - SSRA Escrow				
Balance as of 5/31/2023	-	-	270.45	270.45
<i>Subsequent activities:</i>				
Payments from Escrow	-	-	-	-
<i>Total Anticipated balance - SSRA:</i>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 270.45</u>	<u>\$ 270.45</u>

Southshore Metropolitan District #1
Claims to be approved - 6-13-2023 Meeting

<u>Vendor Name</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Description</u>	<u>Amount</u>
Cockrel Ela Glesne Greher & Ruhland	05 31 23	5/31/2023	05 Legal Services	\$ 12,639.80
Arapahoe County Treasurer	2022300758	5/26/2023	2023 Property Tax Payment	1,233.21
CMS Environmental Solutions, LLC	150618	5/1/2023	04 Inspections - F18 Poolhouse	250.00
CMS Environmental Solutions, LLC	152261	6/1/2023	05 Inspections - F14 Trail Extension	625.00
Custom Fence & Supply, Inc.	316920	5/24/2023	Install Fence 82' - Trail repair	1,100.00
Environmental Landworks Company Inc	3	3/3/2023	Drain and sod	23,340.00
Environmental Landworks Company Inc	6.3.23 - 1	6/3/2023	Erosion control and clean up	3,262.00
Environmental Landworks Company Inc	6.3.23 - 3	6/3/2023	Remove misc signs	2,880.00
Environmental Landworks Company Inc	Pay App 24	6/3/2023	Landscape and irrigation	43,456.85
Flock Safety	INV-15512	5/15/2023	Deposit for security system.	39,700.00
J. R. Engineering, LLC	81375	3/31/2023	Storm Drainage Pond Maintenance	9,854.05
Simmons & Wheeler PC	35459	4/30/2023	04 Accounting Svcs	949.00
Simmons & Wheeler PC	35693	5/31/2023	05 Accounting Svcs	3,756.00
				<u>\$ 143,045.91</u>

Southshore Metropolitan District No. 1
Financial Statements

December 31, 2022

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
Southshore Metropolitan District No. 1

Management is responsible for the accompanying financial statements of each major fund of Southshore Metropolitan District No. 1, as of and for the period ended December 31, 2022, 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 twelve months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

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

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

Simmons & Wheeler P.C.

May 1, 2023
Englewood, Colorado

Southshore Metropolitan District No. 1
Balance Sheet - Governmental Funds and Account Groups
December 31, 2022

See Accountant's Compilation Report

	<u>General Fund</u>	<u>Capital Projects Fund</u>	<u>Account Groups</u>	<u>Total All Funds</u>
ASSETS				
Current assets				
Cash in checking	\$ 23,732	\$ -	\$ -	\$ 23,732
Prepaid expenses	64,959	-	-	64,959
Due from District No. 2	<u>7,746</u>	<u>137,476</u>	<u>-</u>	<u>145,222</u>
	<u>96,437</u>	<u>137,476</u>	<u>-</u>	<u>233,913</u>
Other assets				
Capital improvements	<u>-</u>	<u>-</u>	<u>51,122,696</u>	<u>51,122,696</u>
Total Assets:	<u>\$ 96,437</u>	<u>\$ 137,476</u>	<u>\$ 51,122,696</u>	<u>\$ 51,356,609</u>
LIABILITIES				
Current liabilities				
Accounts payable	\$ 34,764	\$ -	\$ -	\$ 34,764
Retainage payable	<u>-</u>	<u>137,476</u>	<u>-</u>	<u>137,476</u>
	<u>34,764</u>	<u>137,476</u>	<u>-</u>	<u>172,240</u>
Total Liabilities:	<u>34,764</u>	<u>137,476</u>	<u>-</u>	<u>172,240</u>
FUND BALANCES				
Investment in capital improvements			51,122,696	51,122,696
Prepaid expenses	64,959	-	-	64,959
Emergency reserve	-	-	-	-
Fund balance - unrestricted	<u>(3,286)</u>	<u>-</u>	<u>-</u>	<u>(3,286)</u>
Total Fund balances:	<u>61,673</u>	<u>-</u>	<u>51,122,696</u>	<u>51,184,369</u>
	<u>\$ 96,437</u>	<u>\$ 137,476</u>	<u>\$ 51,122,696</u>	<u>\$ 51,356,609</u>

Southshore Metropolitan District No. 1
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Twelve Months Ended December 31, 2022
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Transfer from District #2	\$ 497,574	\$ 468,098	\$ (29,476)
	<u>497,574</u>	<u>468,098</u>	<u>(29,476)</u>
Expenditures			
Accounting & audit	40,000	51,580	(11,580)
Insurance	20,000	38,440	(18,440)
Legal	100,000	130,890	(30,890)
Election expenses	10,000	-	10,000
Irrigation water & electric	40,000	66,365	(26,365)
Stormwater management	210,000	-	210,000
Landscape maintenance	20,000	25,430	(5,430)
Miscellaneous expense	2,000	579	1,421
Contingency	270,375	-	270,375
Emergency reserve	<u>13,260</u>	<u>-</u>	<u>13,260</u>
	<u>725,635</u>	<u>313,284</u>	<u>412,351</u>
Excess (deficiency) of revenues over expenditures	(228,061)	154,814	382,875
Other Financing Sources (Uses)			
Transfer (to) from other funds	<u>-</u>	<u>(154,814)</u>	<u>(154,814)</u>
Total other financing sources (uses)	<u>-</u>	<u>(154,814)</u>	<u>(154,814)</u>
Excess (deficiency) of revenues and other sources over expenditures and other uses	(228,061)	-	228,061
Fund balance - beginning	<u>228,061</u>	<u>61,673</u>	<u>(166,388)</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 61,673</u>	<u>\$ 61,673</u>

Southshore Metropolitan District No. 1
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Twelve Months Ended December 31, 2022
Capital Projects Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
Revenues			
Investor contribution	\$ -	\$ 2,558,239	\$ 2,558,239
Transfer from District 2	<u>766,036</u>	<u>292,684</u>	<u>(473,352)</u>
	<u>766,036</u>	<u>2,850,923</u>	<u>2,084,887</u>
Expenditures			
Facilities acquisition	-	2,558,239	(2,558,239)
Capital outlay	<u>766,036</u>	<u>447,498</u>	<u>318,538</u>
	<u>766,036</u>	<u>3,005,737</u>	<u>(2,239,701)</u>
Excess (deficiency) of revenues over expenditures	-	(154,814)	(154,814)
Other Financing Sources (Uses)			
Transfer (to) from other funds	<u>-</u>	<u>154,814</u>	<u>154,814</u>
Total other financing sources (uses)	<u>-</u>	<u>154,814</u>	<u>154,814</u>
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	-	-
Fund balance - beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance - ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>