

# SOUTHLANDS METROPOLITAN DISTRICT NO. 1

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Lakewood, Colorado 80228-1898  
Tel: (303) 987-0835  
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Website: <https://www.colorado.gov/southlandsmid>

## **NOTICE OF SPECIAL MEETING AND AGENDA**

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Martin Liles	President	2023/May 2023
Skye Bailey	Vice President	2023/May 2023
Joyce Rocha	Secretary	2022/May 2022
April Elliott	Treasurer	2022/May 2022
<b>VACANT</b>		2022/May 2022

DATE: December 15, 2020

TIME: 9:00 a.m.

*Due to Executive Orders issued by Governor Polis and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Health and Environment, and the threat posed by the COVID-19 coronavirus, this meeting will be held via zoom meeting and can be joined through the directions below:*

<https://us02web.zoom.us/j/83108956066?pwd=QVh0V04zUUQxdmJzY1FBkRXY4QXp3UT09>

**Phone:** 1 (669) 900-6833 or 1 (253) 215-8782

**Meeting ID:** 831 0895 6066

**Passcode:** 462128

### I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest.
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- B. Approve Agenda; confirm location of the meeting and posting of meeting notice.
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- C. Review and approve Minutes of the November 10, 2020 Work Session and November 17, 2020 Special Meeting (enclosures).
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### II. PUBLIC COMMENTS

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
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III. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims for the periods ending November 30, 2020 totaling \$443,300.03 (enclosure).
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- B. Review and accept unaudited financial statements for the period ending October 31, 2020 and accept Cash Position Schedule, dated October 31, 2020, updated November 3, 2020 and Operations Fee Report (enclosure).
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IV. LEGAL MATTERS

- A. Discuss Access and Maintenance Easement Agreement between the District and Southlands TC LLC for the plaza area (enclosure).
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- B. Discuss ownership and maintenance obligations concerning the monuments signs.
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- C. Discuss status of the letter to Sam Club concerning detention pond maintenance (enclosure).
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V. OPERATIONS AND MAINTENANCE

- A. Maintenance Report (M & J Wilkow):

1. \_\_\_\_\_

2. \_\_\_\_\_

- B. Maintenance Report (SDMS):

1. Discuss status of the Design Plans for the Median Landscape Renovation Project.

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2. Review pricing from EnviroTech Services, Inc. for de-icer (enclosures).

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VI. CAPITAL IMPROVEMENTS

- A. Discuss status of Main Street Monument Sign Project.
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VII. OTHER MATTERS

- A. Discuss status of modification of drive lane on Southlands Parkway.
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- B. Discuss and consider approval of permit to display a Nativity scene.
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VIII. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2020.**

# RECORD OF PROCEEDINGS

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## MINUTES OF A WORK SESSION OF THE BOARD OF DIRECTORS OF THE SOUTHLANDS METROPOLITAN DISTRICT NO. 1 HELD NOVEMBER 10, 2020

A Work Session of the Board of Directors (referred to hereafter as “Board”) of the Southlands Metropolitan District No. 1 (referred to hereafter as “District”) was convened on Tuesday, the 10<sup>th</sup> day of November, 2020, at 10:00 a.m. The meeting was open to the public.

Due to Executive Orders issued by Governor Polis and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Health and Environment, and the threat posed by the COVID-19 coronavirus, this meeting was held via teleconference and Microsoft Teams Meeting.

### ATTENDANCE

#### Directors In Attendance Were:

Martin Liles (via speakerphone for a portion for the meeting)  
Skye Bailey (via speakerphone)  
Joyce Rocha (via speakerphone)  
April Elliott (via speakerphone)

#### Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc. (via speakerphone)

Clint C. Waldron, Esq.; White Bear Ankele Tanaka & Waldron P.C. (via speakerphone)

Thuy Dam; CliftonLarsonAllen, LLP (via speakerphone)

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

**Disclosure of Potential Conflicts of Interest:** Ms. Finn noted that a quorum was present. Attorney Waldron reported that disclosures for those Directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Attorney Waldron asked the Board whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

**RECORD OF PROCEEDINGS**

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**ADMINISTRATIVE MATTERS**

**Agenda:** Ms. Finn distributed for the Board’s review and approval a proposed Agenda for the District’s Work Session.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Elliott and, upon vote, unanimously carried, the Agenda was approved, as presented.

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**PUBLIC COMMENTS**

There were no public comments at this time.

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**FINANCIAL MATTERS**

**Budget Work Session:** Ms. Dam reviewed with the Board a draft 2021 Budget. No action was taken by the Board at this time.

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**OTHER MATTERS**

There were no public comments at this time.

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**ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

# RECORD OF PROCEEDINGS

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## MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SOUTHLANDS METROPOLITAN DISTRICT NO. 1 HELD NOVEMBER 17, 2020

A Special Meeting of the Board of Directors (referred to hereafter as “Board”) of the Southlands Metropolitan District No. 1 (referred to hereafter as “District”) was convened on Tuesday, the 17<sup>th</sup> day of November, 2020, at 9:00 a.m. The meeting was open to the public.

Due to Executive Orders issued by Governor Polis and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Health and Environment, and the threat posed by the COVID-19 coronavirus, this meeting was held via teleconference.

### ATTENDANCE

#### Directors In Attendance Were:

Martin Liles (via speakerphone)  
Skye Bailey (via speakerphone)  
Joyce Rocha (via speakerphone)  
April Elliott (via speakerphone)

#### Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc. (via speakerphone)

Clint C. Waldron, Esq.; White Bear Ankele Tanaka & Waldron P.C. (via speakerphone)

Thuy Dam; CliftonLarsonAllen, LLP (via speakerphone)

Lori Stein; M & J Wilkow Properties

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

**Disclosure of Potential Conflicts of Interest:** Ms. Finn noted that a quorum was present. Attorney Waldron reported that disclosures for those Directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Attorney Waldron asked the Board whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

## RECORD OF PROCEEDINGS

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### ADMINISTRATIVE MATTERS

**Agenda:** Ms. Finn distributed for the Board's review and approval a proposed Agenda for the District's Special Meeting.

Following discussion, upon motion duly made by Director Bailey, seconded by Director Elliott and, upon vote, unanimously carried, the Agenda was approved, as presented.

**Minutes:** The Board reviewed the Minutes of the September 15, 2020 and October 20, 2020 Special Meetings.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Bailey and, upon vote, unanimously carried, the Minutes of the September 15, 2020 and October 20, 2020 Special Meetings were approved, as presented.

**2021 Annual Administrative Resolution:** The Board entered into discussion regarding the 2021 Annual Administrative Resolution.

Following discussion, upon motion duly made by Director Bailey, seconded by Director Liles and, upon vote, unanimously carried, the Board adopted Resolution No. 2020-11-01; 2021 Annual Administrative Resolution. A copy of the Resolution is attached hereto and incorporated herein by this reference.

*2021 Regular Meeting Dates:* Following discussion, the Board determined to meet on the third Tuesday of each month, at 9:00 a.m. at the Southlands Shopping Center Management Office, 6155 South Main Street, Suite 260, Aurora, Colorado 80016.

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### PUBLIC COMMENTS

There were no public comments at this time.

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### FINANCIAL MATTERS

**Claims:** The Board considered ratifying the approval of the payment of claims as follows:

Fund	Period Ending October 12, 2020	Period Ending November 6, 2020
General	\$ 128,990.23	\$ 219,805.42
Debt Service	\$ -0-	\$ -0-
Capital Projects	\$ 21,935.15	\$ 5,320.75
<b>Total Claims</b>	<b>\$ 150,925.38</b>	<b>\$ 225,126.17</b>

Following discussion, upon motion duly made by Director Liles, seconded by Director Elliott and, upon vote, unanimously carried, the Board ratified approval of the payment of the claims as presented.

## RECORD OF PROCEEDINGS

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**2020 Audit:** The Board reviewed an engagement letter from Dazzio & Associates, Inc. to perform the 2020 Audit.

Following discussion, upon motion duly made by Director Liles seconded by Director Bailey and, upon vote, unanimously carried, the Board approved the engagement of Dazzio & Associates, Inc. to perform the 2020 Audit, for an amount of \$5,800.

**Financial Statements:** Ms. Dam presented to the Board the unaudited financial statements of the District for the period ending September 30, 2020, Schedule of Cash Position, updated as of November 9, 2020, Operations Fee Report and Capital Improvement Cost Summary.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Rocha and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District for the period ending September 30, 2020, Schedule of Cash Position, updated as of November 9, 2020, Operations Fee Report and Capital Improvement Cost Summary.

**2020 Budget Amendment Hearing:** The President opened the public hearing to consider a Resolution to Amend the 2020 Budget.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2020 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Following discussion, the Board determined that a 2020 Budget Amendment was not needed.

**2021 Budget Hearing:** The President opened the Public Hearing to consider the proposed 2021 Budget and to discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2021 Budget and the date, time and location of the Public Hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the Public Hearing. No public comments were received and the Public Hearing was closed.

Ms. Dam reviewed the estimated 2020 expenditures and the proposed 2021 expenditures.



## RECORD OF PROCEEDINGS

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Following discussion, the Board considered adoption of Resolution No. 2020-11-02; Resolution to Adopt the 2021 Budget and Appropriate Sums of Money, and Resolution No. 2020-11-03; Resolution to Set Mill Levies (for the General Fund at 6.500 mills, Debt Service Fund at 35.500 mills, for a total mill levy of 42.000 mills). Upon motion duly made by Director Bailey, seconded by Director Elliott and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2020. Ms. Finn was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Arapahoe County and the Division of Local Government not later than December 15, 2020. Ms. Finn was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2021. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

**DLG-70 Mill Levy Certification Form:** The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made by Director Bailey, seconded by Director Elliott and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

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### **LEGAL MATTERS**

**Access and Maintenance Easement Agreement:** The Board engaged in general discussion regarding the Access and Maintenance Easement Agreement. No action was taken.

**Resolution Designating Districts 24-Hour Posting Location:** The Board entered into discussion regarding a Resolution Designating Districts 24-Hour Posting Location.

Following discussion, upon motion duly made by Director Rocha, seconded by Director Liles and, upon vote, unanimously carried, the Board adopted the Resolution Designating Districts 24-Hour Posting Location.

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## RECORD OF PROCEEDINGS

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### **OPERATIONS AND M & J Wilkow's Maintenance Report:** **MAINTENANCE**

*Holiday Banners/Lighting/Tree:* Director Bailey noted the holiday banners have been installed and the holiday lighting will be completed the week of November 23, 2020.

*Asphalt Repair Work:* Director Bailey noted the asphalt repair work will be completed during the week of November 16, 2020.

*Site Lighting:* Director Bailey reported a new panel was installed due to a power outage. President Liles informed the Board that M&J Wilkow has been paying electrical invoices for street lighting that should be paid by the District and to expect an invoice back charging the expense.

### **Maintenance Report (SDMS):**

*Sam's Club Detention Pond Project:* The Board entered into discussion regarding the Sam's Club Detention Pond Project. Following discussion, the Board determined to defer the work until it can be determined who is responsible for the maintenance of the detention pond. The Board directed Attorney Waldron to send a letter to Walmart Inc. concerning ownership and maintenance responsibilities of the detention pond.

*Proposal from CDI Environmental Contractors for Detention Pond 950 Maintenance Services:* The Board deferred action.

*Discuss Status of the Creation of a Landscape Plan for the Median Landscape Renovation Project:* It was noted the work is ongoing.

*Conceptual Designs from Architerra Group:* The Board reviewed the conceptual designs from Architerra Group and provided comments.

*District Water Usage:* The Board entered into discussion regarding water usage. It was noted the District is paying for all the water usage in the Town Center. Ms. Finn noted a submeter can be installed or the water usage can be determine based on area and type of landscaping. No action was taken by the Board at this time.

**Addendum to the Independent Contractor Agreement with Universal Protection Service, LP, DBA Allied Universal Security Services:** The Board reviewed an Addendum to an Independent Contractor Agreement with Universal Protection Service, LP, DBA Allied Universal Security Services for security services.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Elliott, seconded by Director Liles and, upon vote, unanimously carried, the Board approved the Addendum to the Independent Contractor Agreement with Universal Protection Service, LP, DBA Allied Universal Security Services for security services.

**Common Area Cleaning Services for 2021:** The Board entered into discussion regarding common area cleaning services for 2021.

Following discussion, upon motion duly made by Director Bailey, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the proposal from Millard Mall Services, Inc. for common area cleaning services.

**Tree Replacement and Tree Care Program:** Ms. Finn reviewed with the Board proposals from Rocky Mountain Tree Care, SavATree and Tree Analysis Group for tree replacements and a tree care program.

Following discussion, upon motion duly made by Director Bailey, seconded by Director Elliott and, upon vote, unanimously carried, the Board approved the proposal from SavATree for tree replacements and a tree care program.

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### **CAPITAL IMPROVEMENTS**

#### **2020 Capital Improvement Project (the HUB and Landscape Improvements):**

*Main Street Monument Sign:* The Board entered into discussion regarding the Main Street monument sign. Following discussion, the Board authorized staff to publicly bid the project.

#### *Change Orders:*

*Change Order No. 001 from Hyder Construction Inc. for Installation of Town Center Benches:* The Board discussed Change Order No. 001 from Hyder Construction Inc. for installation of Town Center Benches, in the amount of \$67, 575.00.

Following discussion, upon motion duly made by Director Elliot, seconded by Director Liles and, upon vote, unanimously carried, the Board approved the Change Order No. 001 from Hyder Construction Inc. for installation of Town Center Benches, in the amount of \$67, 575.00.

*Change Order No. 002 from Hyder Construction Inc. for Installation of Turf for the Town Square Plaza:* The Board discussed Change Order No. 002 from Hyder Construction Inc. for installation of turf for the Town Square Plaza, in the amount of \$87,943.00.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Elliot, seconded by Director Liles and, upon vote, unanimously carried, the Board approved the Change Order No. 002 from Hyder Construction Inc. for installation of turf for the Town Square Plaza, in the amount of \$87,943.00.

Change Order No. 003 from Hyder Construction Inc. for Installation of Play Station Equipment: The Board discussed Change Order No. 003 from Hyder Construction Inc. for installation of Play Station Equipment, in the amount of \$116,571.00.

Following discussion, upon motion duly made by Director Elliot, seconded by Director Liles and, upon vote, unanimously carried, the Board approved the Change Order No. 003 from Hyder Construction Inc. for installation of Play Station Equipment, in the amount of \$116,571.00.

Change Order No. 004 from Hyder Construction Inc. for Installation of Additional Power at The Hub: The Board discussed Change Order No. 004 from Hyder Construction Inc. for installation of additional power at The Hub, in the amount of \$4,657.00.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Liles and, upon vote, unanimously carried, the Board ratified approval of Change Order No. 004 from Hyder Construction Inc. for installation of additional power at The Hub, in the amount of \$4,657.00.

Change Order No. 005 from Hyder Construction Inc. for Installation of Additional Power at The Square: The Board discussed Change Order No. 005 from Hyder Construction Inc. for installation of additional power at The Square, in the amount of \$7,735.70.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Liles and, upon vote, unanimously carried, the Board ratified approval of Change Order No. 005 from Hyder Construction Inc. for installation of additional power at The Square, in the amount of \$7,735.70.

Change Order No. 006 from Hyder Construction Inc. for Installation of Two Circuit Power for the Christmas Tree: The Board discussed Change Order No. 006 from Hyder Construction Inc. for installation of two circuit power for the Christmas tree, in the amount of \$2,352.89.

Following discussion, upon motion duly made by Director Elliott, seconded by Director Liles and, upon vote, unanimously carried, the Board ratified approval of Change Order No. 006 from Hyder Construction Inc. for installation of two circuit power for the Christmas tree, in the amount of \$2,352.89.

## RECORD OF PROCEEDINGS

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*Independent Engineer for Cost Verification Services:* The Board discussed the engagement of an Independent Engineer for cost verification services.

Following discussion, the Board determined engaging an Independent Engineer for cost verification services is not needed.

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### **OTHER MATTERS**

**Modification of Drive Lane on Southlands Parkway:** Ms. Finn discussed with the Board the status of modifying the traffic lane located on the southwest corner of the intersection at Southlands Parkway and Main Street to a right turn only lane from Southlands Parkway onto Main Street. No action was taken by the Board.

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### **ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made by Director Bailey, seconded by Director Elliott and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

Southlands Metropolitan District No. 1

Vendor	Invoice #	Dec-20		Amount	Expense Account	Account Number
		Date	Due Date			
Allied Universal	10715812	11/26/2020	11/26/2020	\$ 3,879.76	Security	117806
Aurora Media Group	99560	11/2/2020	11/30/2020	\$ 38.40	Miscellaneous	107480
Aurora Media Group	99770	12/4/2020	12/4/2020	\$ 86.85	Repairs and maintenance	107582
Aurora Media Group	99779	12/7/2020	12/7/2020	\$ 116.60	Refresh	307862
Brody Chemical	493859	11/30/2020	11/30/2020	\$ 104.99	Repairs and maintenance	117582
City of Aurora	151226	10/20	10/31/2020	\$ 241.09	Utilities	117701
City of Aurora	151230	10/20	10/31/2020	\$ 564.75	Utilities	117701
City of Aurora	146452	10/20	10/31/2020	\$ 528.32	Utilities	117701
City of Aurora	150518	10/20	10/31/2020	\$ 17.58	Utilities	117701
City of Aurora	142090	10/20	10/31/2020	\$ 88.51	Utilities	117701
City of Aurora	151228	10/20	10/31/2020	\$ 279.27	Utilities	117701
City of Aurora	146368	10/20	10/31/2020	\$ 1,090.70	Utilities	117701
City of Aurora	152426	10/20	10/31/2020	\$ 2,171.21	Utilities	117701
City of Aurora	146396	10/20	10/31/2020	\$ 136.81	Utilities	117701
CliftonLarsonAllen LLP	2673082	10/31/2020	10/31/2020	\$ 4,595.96	Accounting	107000
CliftonLarsonAllen LLP	2673082	10/31/2020	10/31/2020	\$ 474.22	Billing services	107800
Common Area Maintenance Services	M11152001	11/30/2020	11/30/2020	\$ 1,905.00	Street sweeping	117808
Deck The Malls Inc.	20-0126	11/12/2020	11/12/2020	\$ 900.00	Signage and decor	117587
Deck The Malls Inc.	20-0121	10/29/2020	10/29/2020	\$ 700.00	Signage and decor	117587
Dewberry Engineers, Inc.	1895618	11/17/2020	11/17/2020	\$ 288.00	Repairs and maintenance	117582
Diversified Underground, Inc	22735	10/31/2020	10/31/2020	\$ 75.00	Repairs and maintenance	117582
Full Spectrum Lighting, Inc	1000283	11/17/2020	11/17/2020	\$ 385.00	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	1000284	11/17/2020	11/17/2020	\$ 565.00	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	1000277	11/17/2020	11/17/2020	\$ 80.00	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	1000285	11/11/2020	11/11/2020	\$ 691.00	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	1000279	11/17/2020	11/17/2020	\$ 639.00	Street lighting/ striping	117855
Full Spectrum Lighting, Inc	1000280	11/17/2020	11/17/2020	\$ 555.00	Street lighting/ striping	117855
Hyder Construction Inc.	S2002 Pay App 8	10/31/2020	10/31/2020	\$ (111.75)	Retainage	302501
Hyder Construction Inc.	S2002 Pay App 8	10/31/2020	10/31/2020	\$ 2,235.00	Refresh	307862
Hyder Construction Inc.	S2002 Pay App 7	9/30/2020	9/30/2020	\$ (14,329.54)	Retainage	302501
Hyder Construction Inc.	S2002 Pay App 7	9/30/2020	9/30/2020	\$ 286,590.89	Refresh	307862
IMS Printing & Signs	40162	10/21/2020	10/21/2020	\$ 8,238.00	Signage and decor	117587
IMS Printing & Signs	40405	11/11/2020	11/26/2020	\$ 7,239.50	Signage and decor	117587
M & J Wilkow Properties, LLC	22450	11/30/2020	11/30/2020	\$ 9,336.24	Property maintenance	117804
Metco Landscape, Inc	555353	10/30/2020	10/31/2020	\$ 16,315.60	Snow removal	117807
Metco Landscape, Inc	556391	11/11/2020	11/30/2020	\$ 420.00	Snow removal	117807
Metco Landscape, Inc	556606	11/30/2020	11/30/2020	\$ 16,498.00	Snow removal	117807
Metco Landscape, Inc	556300	10/30/2020	10/31/2020	\$ 2,919.00	Snow removal	117807
Metco Landscape, Inc	SM195896	11/30/2020	11/30/2020	\$ 12,659.00	Landscape maintenance & irrigation repair	117585
Millard Mall Services	79326	11/30/2020	11/30/2020	\$ 16,007.88	Monthly cleaning	117802
SavATree	7602388	11/14/2020	11/30/2020	\$ 2,602.00	Signage and decor	117587
Special District Management Services, Inc.	11/20 DM	11/30/2020	11/30/2020	\$ 6,109.21	District management	107440
Special District Management Services, Inc.	11/20 DM	11/30/2020	11/30/2020	\$ 504.00	Refresh	307862
Special District Management Services, Inc.	11/20 PM	11/30/2020	11/30/2020	\$ 3,060.61	Property management	117805
Utility Notification Center of Colorado	220111211	11/30/2020	11/30/2020	\$ 23.84	Repairs and maintenance	117582
Western Proscapes	54113- Vendor Revised	10/31/2020	10/31/2020	\$ 38,316.94	Floral	117801
White, Bear & Ankele PC	13392	11/30/2020	11/30/2020	\$ 2,959.40	Legal services	107460
Xcel Energy	Nov-20	11/30/2020	11/30/2020	\$ 88.19	Utilities	117701
Front Range Asphalt Maintenance, LLC	19457C	1/31/2020	1/31/2020	\$ 4,420.00	Street repairs/sidewalk	117586
				<b>\$ 443,300.03</b>		

**Southlands Metropolitan District No. 1  
December-20**

	<b>General</b>	<b>Debt</b>	<b>Capital</b>	<b>Totals</b>
<b>Disbursements</b>	\$ 163,088.40	\$ -	\$ 275,005.20	\$ 438,093.60
<b>Xcel - Auto Pay</b>	\$ 88.19	\$ -	\$ -	\$ 88.19
<b>Aurora Water - Auto Pay</b>	\$ 5,118.24	\$ -	\$ -	\$ 5,118.24
<b>Total Disbursements from Checking Acct</b>	<b>\$ 168,294.83</b>	<b>\$ -</b>	<b>\$ 275,005.20</b>	<b>\$ 443,300.03</b>

**SOUTHLANDS METROPOLITAN DISTRICT NO.1**

**FINANCIAL STATEMENTS**

**OCTOBER 31, 2020**



**SOUTHLANDS METROPOLITAN DISTRICT NO.1**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**  
**OCTOBER 31, 2020**

	General	General Operations Fee	Debt Service	Capital Projects	Total
<b>ASSETS</b>					
Cash - Checking	\$ 11,344	\$ 483,725	\$ -	\$ 48,948	\$ 544,017
Colostrust	1,206,036	964,348	2,740	-	2,173,124
UMB Series 2017 A-1 Bond Fund	-	-	1,948,980	-	1,948,980
UMB Series 2017 A-2 Bond Fund	-	-	261,848	-	261,848
UMB Series 2017 A-1 Reserve Fund	-	-	1,687,667	-	1,687,667
UMB Series 2017 A-2 Reserve Fund	-	-	149,754	-	149,754
General Operations Fee receivable	-	44,311	-	-	44,311
Reimbursement receivable	-	233	-	-	233
Receivable from County Treasurer	4,049	-	21,283	-	25,332
Prepaid insurance	450	-	-	-	450
<b>TOTAL ASSETS</b>	<u>\$ 1,221,879</u>	<u>\$ 1,492,617</u>	<u>\$ 4,072,272</u>	<u>\$ 48,948</u>	<u>\$ 6,835,716</u>
<b>LIABILITIES AND FUND BALANCES</b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable	\$ 27,587	\$ 313,975	\$ -	\$ 25,942	\$ 367,504
Retainage payable	-	-	-	23,006	23,006
Unearned General Operations Fee	-	11,977	-	-	11,977
Total Liabilities	<u>27,587</u>	<u>325,952</u>	<u>-</u>	<u>48,948</u>	<u>402,487</u>
<b>FUND BALANCES</b>					
Total Fund Balances	<u>1,194,292</u>	<u>1,166,665</u>	<u>4,072,272</u>	<u>-</u>	<u>6,433,229</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$ 1,221,879</u>	<u>\$ 1,492,617</u>	<u>\$ 4,072,272</u>	<u>\$ 48,948</u>	<u>\$ 6,835,716</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**SOUTHLANDS METROPOLITAN DISTRICT NO.1  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TEN MONTHS ENDED OCTOBER 31, 2020**

**GENERAL FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Interest income	\$ 20,000	\$ 8,646	\$ (11,354)
Property taxes	555,386	517,832	(37,554)
Specific ownership tax	33,320	33,589	269
<b>TOTAL REVENUES</b>	<u>608,706</u>	<u>560,067</u>	<u>(48,639)</u>
<b>EXPENDITURES</b>			
Accounting	63,000	45,030	17,970
Auditing	6,000	5,500	500
Billing services	10,000	9,719	281
Contingency	12,669	-	12,669
County Treasurer's fee	8,331	7,752	579
Directors' fees	6,000	4,400	1,600
District management	65,000	58,047	6,953
Dues and licenses	2,000	1,650	350
Election expense	2,000	1,034	966
Insurance and bonds	33,000	32,450	550
Legal services	65,000	40,777	24,223
Miscellaneous	1,000	10,795	(9,795)
Public Events	45,000	25,400	19,600
<b>TOTAL EXPENDITURES</b>	<u>319,000</u>	<u>242,554</u>	<u>76,446</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	289,706	317,513	27,807
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers to other fund	(922,555)	(396,260)	526,295
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(922,555)</u>	<u>(396,260)</u>	<u>526,295</u>
<b>NET CHANGE IN FUND BALANCES</b>	(632,849)	(78,747)	554,102
<b>FUND BALANCES - BEGINNING</b>	<u>1,255,548</u>	<u>1,273,040</u>	<u>17,492</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 622,699</u>	<u>\$ 1,194,293</u>	<u>\$ 571,594</u>

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**SOUTHLANDS METROPOLITAN DISTRICT NO.1  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TEN MONTHS ENDED OCTOBER 31, 2020**

**GENERAL OPERATIONS FEE FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
General operations fee	\$ 2,340,000	\$ 1,950,000	\$ (390,000)
General operations fee - penalty and other	1,000	7,306	6,306
Interest income	8,000	7,814	(186)
Other revenue	-	4,300	4,300
<b>TOTAL REVENUES</b>	<u>2,349,000</u>	<u>1,969,420</u>	<u>(379,580)</u>
<b>EXPENDITURES</b>			
Floral	275,000	220,662	54,338
Landscape maintenance & irrigation repair	400,000	128,002	271,998
Monthly cleaning	215,000	137,853	77,147
Pest control	10,000	-	10,000
Property maintenance	116,000	93,362	22,638
Property management	40,000	30,636	9,364
Repairs and maintenance	300,000	39,342	260,658
Security	80,000	48,219	31,781
Signage and decor	110,000	164,083	(54,083)
Snow removal	400,000	161,137	238,863
Street lighting/ striping	100,000	98,849	1,151
Street repairs/sidewalk	115,000	1,400	113,600
Street sweeping	25,000	19,050	5,950
Traffic signals maintenance	3,000	-	3,000
Utilities	160,000	139,610	20,390
<b>TOTAL EXPENDITURES</b>	<u>2,349,000</u>	<u>1,282,205</u>	<u>1,066,795</u>
<b>NET CHANGE IN FUND BALANCES</b>	-	687,215	687,215
<b>FUND BALANCES - BEGINNING</b>	<u>500,000</u>	<u>479,451</u>	<u>(20,549)</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 500,000</u>	<u>\$ 1,166,666</u>	<u>\$ 666,666</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

## **SUPPLEMENTARY INFORMATION**

**SOUTHLANDS METROPOLITAN DISTRICT NO.1  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TEN MONTHS ENDED OCTOBER 31, 2020**

**DEBT SERVICE FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Interest income	\$ 50,000	\$ 2,230	\$ (47,770)
Property taxes	2,919,618	2,729,166	(190,452)
Specific ownership tax	175,000	176,576	1,576
<b>TOTAL REVENUES</b>	<u>3,144,618</u>	<u>2,907,972</u>	<u>(236,646)</u>
<b>EXPENDITURES</b>			
Bond interest - Series 2017 A-1	2,104,250	1,052,125	1,052,125
Bond interest - Series 2017 A-2	185,975	92,988	92,987
Bond principal - Series 2017 A-1	510,000	-	510,000
Bond principal - Series 2017 A-2	45,000	-	45,000
Contingency	10,481	-	10,481
County Treasurer's fee	43,794	40,861	2,933
Paying agent fees	5,500	5,500	-
<b>TOTAL EXPENDITURES</b>	<u>2,905,000</u>	<u>1,191,474</u>	<u>1,713,526</u>
<b>NET CHANGE IN FUND BALANCES</b>	239,618	1,716,498	1,476,880
<b>FUND BALANCES - BEGINNING</b>	<u>2,354,202</u>	<u>2,355,772</u>	<u>1,570</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 2,593,820</u>	<u>\$ 4,072,270</u>	<u>\$ 1,478,450</u>

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**SOUTHLANDS METROPOLITAN DISTRICT NO.1  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TEN MONTHS ENDED OCTOBER 31, 2020**

**CAPITAL PROJECTS FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Interest income	\$ -	\$ 265	\$ 265
<b>TOTAL REVENUES</b>	<u>-</u>	<u>265</u>	<u>265</u>
<b>EXPENDITURES</b>			
HUB/Landscape	800,000	480,414	319,586
Medians	225,000	7,835	217,165
<b>TOTAL EXPENDITURES</b>	<u>1,025,000</u>	<u>488,249</u>	<u>536,751</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(1,025,000)	(487,984)	537,016
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers from other funds	922,555	396,260	(526,295)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>922,555</u>	<u>396,260</u>	<u>(526,295)</u>
<b>NET CHANGE IN FUND BALANCES</b>	(102,445)	(91,724)	10,721
<b>FUND BALANCES - BEGINNING</b>	<u>102,445</u>	<u>91,724</u>	<u>(10,721)</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1**  
**2020 BUDGET**  
**SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District was organized by court order dated December 3, 2002, to provide financing for the design, acquisition, construction and installation of essential public-purpose facilities such as water, streets, traffic and safety controls, parks, open space and recreation, and sewer and drainage facilities, and the operation and maintenance of the District. The District's service area is located entirely in Arapahoe County, Colorado in the City of Aurora.

The District operates under the Service Plan as approved by the City of Aurora.

On November 5, 2002, the electorate authorized general obligation debt in the amount of \$63,000,000, refunding debt of \$49,000,000 and \$1,000,000 debt for operating expenditures. Debt is subject to the terms of the Service Plan. On November 5, 2002, the electorate also approved the removal of limitations imposed by the TABOR Amendment and any other law that purports to limit the District's revenue or expenditures and a \$130,000 annual property tax increase for operations.

On November 4, 2008, the electorate approved general obligation debt in the amount of \$440,000,000 for District improvements, \$40,000,000 for the purpose of refunding, refinancing or defeasing any of the District's debt, \$40,000,000 in multi-year intergovernmental agreements, \$40,000,000 in multi-year agreements with a regional authority and \$40,000,000 in other multi-year financial obligations. Additionally, on November 4, 2008, the electorate approved \$5,000,000 annually for the District's administrative and operating costs from property taxes as well as from fees. The electorate also approved \$5,000,000 in additional property taxes for intergovernmental agreements, \$5,000,000 in additional property taxes for the costs of regional improvements and \$5,000,000 in additional property taxes for private contracts. The electorate also authorized the District to collect, retain and spend the full amount of taxes and fees without regard to the limitation of TABOR.

The First Amendment to the Service Plan, approved by the City of Aurora on July 16, 2007, authorized the District to impose an unlimited mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance.

Pursuant to the District's First Amendment to the Service Plan as approved by the City of Aurora on July 16, 2007, the amount of debt that can be issued is \$60,000,000. On January 11, 2016, the City Council approved the Second Amendment to the Service Plan which increases the debt issuance limitation to \$125,000,000.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
2020 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues**

**Property Taxes**

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The First Amendment to the Service Plan, approved by the City of Aurora on July 16, 2007, authorized the District to impose an unlimited mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 6% of the property taxes collected by both the General Fund and the Debt Service Fund. The budget assumes that specific ownership taxes allocable to property taxes collected by the Debt Service Fund will be pledged to debt service on the bonds during the term bonds are outstanding.

**Net Investment Income**

Interest earned on the District's available funds has been estimated based on historical interest earnings.

**General Operations Fee**

The general operations fee is being determined by the amount needed to cover operations and maintenance costs. The District bills its property owners monthly for the general operations fee. The general operations fee is recorded as revenue for budget purposes with no future obligation of repayment.

**Expenditures**

**General and Administrative Expenditures**

General and administrative expenditures have been provided based on estimates of the District's Board of Directors and consultants and include the services necessary to maintain the District's administrative viability such as legal, accounting, managerial, insurance, meeting expense, and other administrative expenses.



**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
2020 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures – (continued)**

**Operations and Maintenance**

Operations and maintenance expenditures have been provided based on estimates of the District's Board of Directors and consultants and include costs associated with the operations and maintenance of certain facilities and improvements throughout the District.

**Debt Service**

The principal and interest payments are provided based on the debt amortization schedules from the General Obligation Refunding Bonds, Series 2017A-1 and Series 2017A-2 (discussed under Debt and Leases).

**Capital Outlay**

The District anticipates infrastructure improvements as noted in the Capital Projects fund.

**Debt and Leases**

On December 1, 2017, the District refunded its General Obligation Refunding and Improvement Bonds, Series 2007 (the 2007 Bonds) and General Obligation Loan, Series 2016 (the 2016 Loan) by the issuances of \$44,690,000 General Obligation Refunding Bonds, Series 2017A-1, and \$3,945,000 General Obligation Refunding Bonds, Series 2017A-2, respectively (the 2017 Bonds). The proceeds were used for the purposes of (i) refunding the 2007 Bonds and 2016 Loan, (ii) funding the debt service reserve requirement (the 2017A-1 Reserve Fund and the 2017A-2 Reserve Fund); and (iii) paying costs of issuance of the 2017 Bonds.

The 2017 Bonds, mature on December 1, 2047 with an interest rates of 3.000% - 5.000%, are payable semi-annually on June 1 and December 1. The 2017 Bonds maturing on or after December 1, 2047 are subject to redemption prior to maturity, at the option of the District, as whole or in integral multiples of \$5,000, in any order of maturity and in whole or partial maturities, on December 1, 2047 and on any date thereafter, at a redemption price equal to the par amount thereof plus accrued interest to the redemption date.

The 2017 Bonds are general obligations of the District secured by and payable from the Pledged Revenue consisting of moneys derived by the District from the following sources, net of any costs of collection: (i) the Unlimited Mill Levy; (ii) the portion of the Specific Ownership Tax which is collected as a result of the imposition of the Unlimited Mill Levy; and (iii) any other legally available moneys of the District deposited in the Bond Fund or the Reserve Fund.

Approximately 11.5 acres, generally encompassing the Lowe's Home Improvement Warehouse, were excluded from the boundaries of the District on November 7, 2007 (the Excluded Property). Accordingly, the Excluded Property is subject to ad valorem taxes by the District to pay the Series 2017A-1 Bonds but will not be subject to ad valorem taxes to pay the Series 2017A-2 Bonds.

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
2020 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases– (continued)**

For the purposes of paying the principal and interest on the Bonds, the Board is to annually determine and certify to the County each year in which the 2017 Bonds remain outstanding, in addition to all other taxes, the Unlimited Mill Levy. The 2017 Bonds are not secured by property lying within the District, but rather by, among other things, the District's obligation to annually determine and certify a rate of levy for ad valorem property taxes in an amount sufficient to pay, along with other legally available revenues, the principal and interest on the 2017 Bonds.

The District has no operating or capital leases.

**Reserves**

**Emergency Reserve**

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2020, as defined under TABOR.

**Debt Service Reserve**

At time of issuance of the 2017 Bonds, the 2017A-1 Reserve Fund and the 2017A-2 Reserve Fund have been established for the purpose of paying the principal and/or interest on Series 2017A-1 and Series 2017A-2 to the extent the moneys in the Fond Fund are insufficient for such purpose. The 2017A-1

Reserve Fund and 2017A-2 Reserve Fund are required to be maintained at all times in the amounts of \$1,687,625 and \$149,750, respectively.

**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
SCHEDULE OF OUTSTANDING BONDED DEBT SERVICE  
REQUIREMENTS TO MATURITY**

**\$44,690,000 General Obligation Refunding Bonds,  
Series 2017 A-1  
Dated December 1, 2017  
Interest - 3.000% - 5.000%  
Payable June 1 and December 1  
Principal Due December 1**

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 510,000	\$ 2,104,250	\$ 2,614,250
2021	525,000	2,088,950	2,613,950
2022	590,000	2,073,200	2,663,200
2023	610,000	2,055,500	2,665,500
2024	685,000	2,034,150	2,719,150
2025	705,000	2,010,175	2,715,175
2026	785,000	1,985,500	2,770,500
2027	815,000	1,958,025	2,773,025
2028	895,000	1,929,500	2,824,500
2029	940,000	1,884,750	2,824,750
2030	1,045,000	1,837,750	2,882,750
2031	1,100,000	1,785,500	2,885,500
2032	1,210,000	1,730,500	2,940,500
2033	1,270,000	1,670,000	2,940,000
2034	1,390,000	1,606,500	2,996,500
2035	1,460,000	1,537,000	2,997,000
2036	1,595,000	1,464,000	3,059,000
2037	1,675,000	1,384,250	3,059,250
2038	1,820,000	1,300,500	3,120,500
2039	1,910,000	1,209,500	3,119,500
2040	2,070,000	1,114,000	3,184,000
2041	2,170,000	1,010,500	3,180,500
2042	2,345,000	902,000	3,247,000
2043	2,460,000	784,750	3,244,750
2044	2,650,000	661,750	3,311,750
2045	2,780,000	529,250	3,309,250
2046	2,985,000	390,250	3,375,250
2047	4,820,000	241,000	5,061,000
	<u>\$ 43,815,000</u>	<u>\$ 41,283,000</u>	<u>\$ 85,098,000</u>

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**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
SCHEDULE OF OUTSTANDING BONDED DEBT SERVICE  
REQUIREMENTS TO MATURITY**

**\$3,945,000 General Obligation Refunding Bonds,  
Series 2017 A-2  
Dated December 1, 2017  
Interest - 3.000% - 5.000%  
Payable June 1 and December 1  
Principal Due December 1**

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 45,000	\$ 185,975	\$ 230,975
2021	45,000	184,625	229,625
2022	50,000	183,275	233,275
2023	55,000	181,775	236,775
2024	60,000	179,850	239,850
2025	65,000	177,750	242,750
2026	70,000	175,475	245,475
2027	65,000	173,025	238,025
2028	80,000	170,750	250,750
2029	85,000	166,750	251,750
2030	95,000	162,500	257,500
2031	95,000	157,750	252,750
2032	105,000	153,000	258,000
2033	110,000	147,750	257,750
2034	125,000	142,250	267,250
2035	130,000	136,000	266,000
2036	140,000	129,500	269,500
2037	150,000	122,500	272,500
2038	160,000	115,000	275,000
2039	170,000	107,000	277,000
2040	185,000	98,500	283,500
2041	190,000	89,250	279,250
2042	205,000	79,750	284,750
2043	220,000	69,500	289,500
2044	235,000	58,500	293,500
2045	245,000	46,750	291,750
2046	265,000	34,500	299,500
2047	425,000	21,250	446,250
	<u>\$ 3,870,000</u>	<u>\$ 3,650,500</u>	<u>\$ 7,520,500</u>

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**SOUTHLANDS METROPOLITAN DISTRICT NO. 1  
SCHEDULE OF OUTSTANDING BONDED DEBT SERVICE  
REQUIREMENTS TO MATURITY**

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 555,000	\$ 2,290,225	\$ 2,845,225
2021	570,000	2,273,575	2,843,575
2022	640,000	2,256,475	2,896,475
2023	665,000	2,237,275	2,902,275
2024	745,000	2,214,000	2,959,000
2025	770,000	2,187,925	2,957,925
2026	855,000	2,160,975	3,015,975
2027	880,000	2,131,050	3,011,050
2028	975,000	2,100,250	3,075,250
2029	1,025,000	2,051,500	3,076,500
2030	1,140,000	2,000,250	3,140,250
2031	1,195,000	1,943,250	3,138,250
2032	1,315,000	1,883,500	3,198,500
2033	1,380,000	1,817,750	3,197,750
2034	1,515,000	1,748,750	3,263,750
2035	1,590,000	1,673,000	3,263,000
2036	1,735,000	1,593,500	3,328,500
2037	1,825,000	1,506,750	3,331,750
2038	1,980,000	1,415,500	3,395,500
2039	2,080,000	1,316,500	3,396,500
2040	2,255,000	1,212,500	3,467,500
2041	2,360,000	1,099,750	3,459,750
2042	2,550,000	981,750	3,531,750
2043	2,680,000	854,250	3,534,250
2044	2,885,000	720,250	3,605,250
2045	3,025,000	576,000	3,601,000
2046	3,250,000	424,750	3,674,750
2047	5,245,000	262,250	5,507,250
	<u>\$ 47,685,000</u>	<u>\$ 44,933,500</u>	<u>\$ 92,618,500</u>

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**SOUTHLANDS METROPOLITAN DISTRICT # 1**  
**Schedule of Cash Position**  
**October 31, 2020**  
**Updated as of December 3, 2020**

	<u>General Fund</u>	<u>Operations Fee Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<b><u>FirstBank - Checking Account</u></b>					
Balance as of 10/31/20	\$ 11,344.38	483,725.48	\$ -	\$ 48,947.78	\$ 544,017.64
Subsequent activities:					
November GOF Deposit	-	257,171.01	-	-	257,171.01
November Debit Card Purchase	-	-	-	-	-
11/03/20 - Aurora Water, EFT	-	(10,953.34)	-	-	(10,953.34)
11/05/20 - Vouchers payable	(7,279.50)	(113,764.94)	-	(21,935.15)	(142,979.59)
11/05/20 - Bill.com void payment	-	57,636.00	-	-	57,636.00
11/05/20 - Xcel, EFT	-	(2,425.36)	-	-	(2,425.36)
11/09/20 - Bill.com void payment	-	2,451.00	-	-	2,451.00
11/13/20 - Directors fees	(430.60)	-	-	-	(430.60)
11/16/20 - Interfund transfer	15,000.00	(15,000.00)	-	-	-
11/17/20 - Vouchers payable	(15,237.08)	(120,637.64)	-	(5,320.75)	(141,195.47)
11/19/20 - Directors fees	(430.60)	-	-	-	(430.60)
11/27/20 - Vouchers payable	-	(80,833.00)	-	-	(80,833.00)
12/02/20 - Aurora Water, EFT	-	(5,118.24)	-	-	(5,118.24)
December GOF Deposit	-	1,058.80	-	-	1,058.80
<i>Anticipated Balance</i>	<u>2,966.60</u>	<u>453,309.77</u>	<u>-</u>	<u>21,691.88</u>	<u>477,968.25</u>
<b><u>Colotrust</u></b>					
Balance as of 10/31/20	1,206,036.34	964,347.74	2,740.42	-	2,173,124.50
Subsequent activities:					
11/10/20 - Tax distribution	4,049.07	-	21,283.36	-	25,332.43
11/16/20 - Interfund transfer	(15,000.00)	15,000.00	-	-	-
11/30/20 - Interest income	136.18	108.89	0.31	-	245.38
<i>Anticipated - Transfer to A-1 Bond Fund</i>	-	-	(21,936.73)	-	(21,936.73)
<i>Anticipated - Transfer to A-2 Bond Fund</i>	-	-	(2,087.36)	-	(2,087.36)
<i>Anticipated Balance</i>	<u>1,195,221.59</u>	<u>979,456.63</u>	<u>0.00</u>	<u>-</u>	<u>2,174,678.22</u>
<b><u>UMB - 2017 A-1 Bond Fund</u></b>					
Balance as of 10/31/20	-	-	1,945,980.09	-	1,945,980.09
Subsequent activities:					
11/30/20 - Interest income	-	-	16.43	-	16.43
12/01/20 - 12/1 Debt service payment	-	-	(1,562,109.10)	-	(1,562,109.10)
<i>Anticipated Transfer from Colotrust</i>	-	-	21,936.73	-	21,936.73
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>405,824.15</u>	<u>-</u>	<u>405,824.15</u>
<b><u>UMB - 2017 A-1 Reserve Fund</u></b>					
Balance as of 10/31/20	-	-	1,687,667.32	-	1,687,667.32
Subsequent activities:					
11/30/20 - Interest income	-	-	14.26	-	14.26
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>1,687,681.58</u>	<u>-</u>	<u>1,687,681.58</u>
<b><u>UMB - 2017 A-2 Bond Fund</u></b>					
Balance as of 10/31/20	-	-	261,847.67	-	261,847.67
Subsequent activities:					
11/30/20 - Interest income	-	-	2.17	-	2.17
12/01/20 - 12/1 Debt service payment	-	-	(137,985.40)	-	(137,985.40)
<i>Anticipated Transfer from Colotrust</i>	-	-	2,087.36	-	2,087.36
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>125,951.80</u>	<u>-</u>	<u>125,951.80</u>
<b><u>UMB - 2017 A-2 Reserve Fund</u></b>					
Balance as of 10/31/20	-	-	149,753.68	-	149,753.68
Subsequent activities:					
11/30/20 - Interest income	-	-	1.24	-	1.24
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>149,754.92</u>	<u>-</u>	<u>149,754.92</u>
<b><u>UMB - 2017 A-2 Project Fund</u></b>					
Balance as of 10/31/20	-	-	-	0.40	0.40
Subsequent activities:					
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.40</u>	<u>0.40</u>
<b><i>Anticipated Balances</i></b>	<b><u>\$ 1,198,188.19</u></b>	<b><u>\$ 1,432,766.40</u></b>	<b><u>\$ 2,369,212.45</u></b>	<b><u>\$ 21,692.28</u></b>	<b><u>\$ 5,021,859.32</u></b>

**Current Yield - 11/30/20**

Colotrust -.1367%  
UMB (Invested in Fidelity money market) - 0.01%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**SOUTHLANDS METROPOLITAN DISTRICT #1**  
**Property Tax Reconciliation Schedule**  
**2020**

	Current Year								Prior Year			
	Property Taxes	Net Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 165.92	\$ -	\$ 20,681.00	\$ (0.17)	\$ (2.37)	\$ -	\$ 20,844.38	0.00%	0.00%	\$ 20,675.54	0.03%	0.03%
February	555,522.31	69.29	21,618.13	-	(8,333.87)	-	568,875.86	15.99%	15.99%	540,334.68	16.53%	16.56%
March	280,118.66	-	19,062.89	3.48	(4,201.83)	-	294,983.20	8.06%	24.05%	1,560,711.51	49.46%	66.02%
April	1,084,046.22	-	12,645.44	-	(16,260.70)	-	1,080,430.96	31.20%	55.25%	418,404.98	12.91%	78.93%
May	181,582.22	-	17,358.94	61.96	(2,724.66)	-	196,278.46	5.23%	60.47%	129,961.69	3.54%	82.46%
June	1,208,339.03	-	22,585.68	20.35	(18,125.39)	-	1,212,819.67	34.77%	95.25%	537,464.00	16.54%	99.00%
July	-	(74,170.12)	26,707.27	(6,717.66)	1,213.32	52,967.19	-	-2.13%	93.11%	25,060.99	0.18%	99.18%
August	11,052.29	-	20,395.74	490.60	(173.14)	(31,765.49)	-	0.32%	93.43%	34,000.33	0.34%	99.53%
September	209.82	-	23,850.92	10.28	(3.29)	(21,201.70)	2,866.03	0.01%	93.44%	23,213.69	0.05%	99.57%
October	70.66	-	25,259.35	3.53	(1.11)	-	25,332.43	0.00%	93.44%	19,999.35	0.02%	99.59%
November	-	-	-	-	-	-	-	0.00%	93.44%	24,128.08	0.01%	99.60%
December	-	-	-	-	-	-	-	0.00%	93.44%	21,057.10	0.01%	99.61%
<b>Total</b>	<b>\$ 3,321,107.13</b>	<b>\$ (74,100.83)</b>	<b>\$ 210,165.36</b>	<b>\$ (6,127.63)</b>	<b>\$ (48,613.04)</b>	<b>\$ -</b>	<b>\$ 3,402,430.99</b>	<b>93.44%</b>	<b>93.44%</b>	<b>\$ 3,355,011.94</b>	<b>99.61%</b>	<b>99.61%</b>

	Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amt. Levied
<b>Property Tax</b>				
General Fund	\$ 555,386	16.47%	\$ 517,832.09	93.24%
Debt Service (2017 A-1)	2,538,907	75.29%	2,367,231.89	93.24%
Debt Service (2017 A-2)	277,693	8.24%	258,916.02	93.24%
Debt Only (2017 A-1)	103,018	100.00%	103,018.27	100.00%
	<u>\$ 3,475,004</u>		<u>\$ 3,246,998.27</u>	<u>93.44%</u>
<b>Specific Ownership Tax</b>				
General Fund	\$ 33,320	16.48%	\$ 33,589.28	100.80%
Debt Service (2017 A-1)	152,220	75.29%	153,550.98	100.90%
Debt Service (2017 A-2)	16,640	8.24%	16,794.65	100.90%
Debt Only (2017 A-1)	6,140	100.00%	6,230.45	101.50%
	<u>\$ 208,320</u>		<u>\$ 210,165.36</u>	<u>100.89%</u>
<b>Treasurer's Fees</b>				
General Fund	\$ (8,331)	16.47%	\$ (7,752.35)	93.10%
Debt Service (2017 A-1)	(38,084)	75.29%	(35,439.25)	93.10%
Debt Service (2017 A-2)	(4,165)	8.24%	(3,876.17)	93.10%
Debt Only (2017 A-1)	(1,545)	100.00%	(1,545.27)	100.00%
	<u>\$ (52,125)</u>		<u>\$ (48,613.04)</u>	<u>93.26%</u>

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Billing Name		Sq. ft Percentage of Total	2020 Budgeted Monthly Billing	January	February	March	April	May	June	July	August	September	October	November	December	January
TJ Max/ Michaels/ Mens Warehouse/ Agree LP	355,168	5.01%	\$ 9,776.45	\$ 9,776.45	\$ 9,776.45	9,776.45	\$ 9,776.45	9,776.45	9,776.45	9,776.45	9,776.45	9,776.45	9,776.45	9,776.45	9,776.45	
T-Mobile/ Cleaners	54,060	0.76%	\$ 1,488.07	1,488.07	1,488.07	1,488.07	1,488.07	1,488.07	1,488.07	1,488.07	1,488.07	1,488.07	1,488.07	1,488.07	1,488.07	
Centura Health	87,445	1.23%	\$ 2,407.03	2,407.04	2,407.04	2,407.04	2,407.04	2,407.04	2,407.04	2,407.04	2,407.04	2,407.04	2,407.04	2,407.04	2,407.04	
Centura Health (Lot 4 - new)	44,612	0.63%	\$ 1,228.00	1,228.00	1,228.00	1,228.00	1,228.00	1,228.00	1,228.00	1,228.00	1,228.00	1,228.00	1,228.00	1,228.00	1,228.00	
Centura Health (Lot 5 - new)	39,868	0.56%	\$ 1,097.42	1,097.42	1,097.42	1,097.42	1,097.42	1,097.42	1,097.42	1,097.42	1,097.42	1,097.42	1,097.42	1,097.42	1,097.42	
Chili's	89,142	1.26%	\$ 2,453.75	2,453.75	2,453.75	2,453.75	2,453.75	2,453.75	2,453.75	2,453.75	2,453.75	2,453.75	2,453.75	2,453.75	2,453.75	
Discount Tire	38,465	0.54%	\$ 1,058.80	1,058.80	1,058.80	1,058.80	1,058.80	1,058.80	1,058.80	1,058.80	1,058.80	1,058.80	1,058.80	1,058.80	1,058.80	
Fitzsimons Credit Union	46,533	0.66%	\$ 1,280.88	1,280.88	1,280.88	1,280.88	1,280.88	1,280.88	1,280.88	1,280.88	1,280.88	1,280.88	1,280.88	1,280.88	1,280.88	
GMRI - Olive Garden/Darden	79,836	1.13%	\$ 2,197.59	2,197.59	2,197.59	2,197.59	2,197.59	2,197.59	2,197.59	2,197.59	2,197.59	2,197.59	2,197.59	2,197.59	2,197.59	
GMRI - Red Lobster/Darden	77,186	1.09%	\$ 2,124.64	2,124.64	2,124.64	2,124.64	2,124.64	2,124.64	2,124.64	2,124.64	2,124.64	2,124.64	2,124.64	2,124.64	2,124.64	
Good Times	54,758	0.77%	\$ 1,507.28	1,507.28	1,507.28	1,507.28	1,507.28	1,507.28	1,507.28	1,507.28	1,507.28	1,507.28	1,507.28	1,507.28	1,507.28	
HV-1	70,453	0.99%	\$ 1,939.31	1,939.31	1,939.31	1,939.31	1,939.31	1,939.31	1,939.31	1,939.31	1,939.31	1,939.31	1,939.31	1,939.31	1,939.31	
JC Penney	431,671	6.09%	\$ 11,882.29	11,882.29	11,882.29	11,882.29	11,882.29	11,882.29	11,882.29	11,882.29	11,882.29	11,882.29	11,882.29	11,882.29	11,882.29	
Jim N Nick's	68,453	0.97%	\$ 1,884.26	1,884.26	1,884.26	1,884.26	1,884.26	1,884.26	1,884.26	1,884.26	1,884.26	1,884.26	1,884.26	1,884.26	1,884.26	
Lazy Dog	24,096	0.34%	\$ 663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27	663.27	
Office Depot/ LEJ Properties	71,045	1.00%	\$ 1,955.60	1,955.60	1,955.60	1,955.60	1,955.60	1,955.60	1,955.60	1,955.60	1,955.60	1,955.60	1,955.60	1,955.60	1,955.60	
Jewelers/GNC/ Sprint/ LF-9	43,457	0.61%	\$ 1,196.21	1,196.21	1,196.21	1,196.21	1,196.21	1,196.21	1,196.21	1,196.21	1,196.21	1,196.21	1,196.21	1,196.21	1,196.21	
Mister Hot Shine	68,266	0.96%	\$ 1,879.11	1,879.11	1,879.11	1,879.11	1,879.11	1,879.11	1,879.11	1,879.11	1,879.11	1,879.11	1,879.11	1,879.11	1,879.11	
Mountain Del, LLC/ Colorado Del, LLC	58,738	0.83%	\$ 1,616.84	1,616.84	1,616.84	1,616.84	1,616.84	1,616.84	1,616.84	1,616.84	1,616.84	1,616.84	1,616.84	1,616.84	1,616.84	
NWSL Power Center, LLC/Southlands PC	1,358,624	19.18%	\$ 37,397.84	37,397.85	37,397.85	37,397.85	37,397.85	37,397.85	37,397.85	37,397.85	37,397.85	37,397.85	37,397.85	37,397.85	37,397.85	
NWSL Town Center, LLC./ Southlands TC	1,593,198	22.49%	\$ 43,854.78	43,854.76	43,854.76	43,854.76	43,854.76	43,854.76	43,854.76	43,854.76	43,854.76	43,854.76	43,854.76	43,854.76	43,854.76	
On The Border	85,900	1.21%	\$ 2,364.51	2,364.51	2,364.51	2,364.51	2,364.51	2,364.51	2,364.51	2,364.51	2,364.51	2,364.51	2,364.51	2,364.51	2,364.51	
Dental/Five Guys/ Pacific Aurora LLC	71,800	1.01%	\$ 1,976.39	1,976.39	1,976.39	1,976.39	1,976.39	1,976.39	1,976.39	1,976.39	1,976.39	1,976.39	1,976.39	1,976.39	1,976.39	
PF Changs	76,567	1.08%	\$ 2,107.60	2,107.60	2,107.60	2,107.60	2,107.60	2,107.60	2,107.60	2,107.60	2,107.60	2,107.60	2,107.60	2,107.60	2,107.60	
Marriott/Safari	142,112	2.01%	\$ 3,911.81	3,911.81	3,911.81	3,911.81	3,911.81	3,911.81	3,911.81	3,911.81	3,911.81	3,911.81	3,911.81	3,911.81	3,911.81	
Service Street Auto Repair/Spaco of CO	40,498	0.57%	\$ 1,114.76	1,114.76	1,114.76	1,114.76	1,114.76	1,114.76	1,114.76	1,114.76	1,114.76	1,114.76	1,114.76	1,114.76	1,114.76	
Village Inn	60,205	0.85%	\$ 1,657.22	1,657.22	1,657.22	1,657.22	1,657.22	1,657.22	1,657.22	1,657.22	1,657.22	1,657.22	1,657.22	1,657.22	1,657.22	
Vision Works/SLC	47,629	0.67%	\$ 1,311.05	1,311.05	1,311.05	1,311.05	1,311.05	1,311.05	1,311.05	1,311.05	1,311.05	1,311.05	1,311.05	1,311.05	1,311.05	
Wal-Mart	1,128,974	15.94%	\$ 31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	31,076.44	
Wal-Mart/Sams Club	566,597	8.00%	\$ 15,596.30	15,596.30	15,596.30	15,596.30	15,596.30	15,596.30	15,596.30	15,596.30	15,596.30	15,596.30	15,596.30	15,596.30	15,596.30	
Wells Fargo	56,923	0.80%	\$ 1,566.88	1,566.88	1,566.88	1,566.88	1,566.88	1,566.88	1,566.88	1,566.88	1,566.88	1,566.88	1,566.88	1,566.88	1,566.88	
Wong 444, Inc./KFC/Harman	51,864	0.73%	\$ 1,427.62	1,427.62	1,427.62	1,427.62	1,427.62	1,427.62	1,427.62	1,427.62	1,427.62	1,427.62	1,427.62	1,427.62	1,427.62	
Monthly	7,084,143	100%	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ 163,362.90	\$ 52,615.80	\$ 8,816.00
Year-to-Date			\$ 195,000.00	\$ 390,000.00	\$ 585,000.00	\$ 780,000.00	\$ 975,000.00	\$ 1,170,000.00	\$ 1,365,000.00	\$ 1,560,000.00	\$ 1,755,000.00	\$ 1,950,000.00	\$ 2,113,362.90	\$ 2,165,978.70		

AR - 111050	Unearned Revenue - 113141
TJ Max/ Michaels/ Mens Warehouse/ Agree LP	9,776.45
T-Mobile/ Cleaners	2,453.75
Chili's	1,058.80
Discount Tire	1,280.88
Jewelers/GNC/ Sprint/ LF-9	1,196.21
On The Border	2,364.51
Dental/Five Guys/ Pacific Aurora LLC	1,976.39
PF Changs	2,107.60
Marriott/Safari	3,911.81
Service Street Auto Repair/Spaco of CO	1,114.76
Village Inn	1,657.22
Vision Works/SLC	1,311.05
Wong 444, Inc./KFC/Harman	1,427.62
	\$ 31,637.05
<b>GOF Revenue</b>	<b>\$ 2,145,000</b>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.



**Southlands Metropolitan District No. 1 Capital Tracking Schedule**  
 Updated as of December 4, 2020

<u>Description</u>	<u>Vendor</u>	<u>Contract Amounts</u>	<u>Invoice Period</u>	<u>Expended to date</u>	<u>Total Expended to date</u>	<u>Remaining</u>	<u>Notes</u>
Landscaping, Irrigation, Play Equipment, etc.	Hyder Construction, Inc.		3/30/2020	44,024.00	456,209.12	292,733.47	
	Original contract	\$ 462,108.00	4/30/2020	177,583.00			
	Change Order #1	67,575.00	5/31/2020	160,358.10			
	Change Order #2	87,943.00	6/30/2020	7,877.26			
	Change Order #3	116,571.00	7/31/2020	44,503.61			
	Change Order #4	4,657.00	8/31/2020	21,863.15			
	Change Order #5	7,735.70					
	Change Order #6	2,352.89					
	Total approved	<b>748,942.59</b>					
Design	505 Design	\$ 19,548.00	4/26/2020	7,060.50			
			5/31/2020	1,377.50			
			6/30/2020	7,291.25			
					15,729.25	3,818.75	
<b>Subtotal (Contract Costs)</b>		<b>\$ 19,548.00</b>			<b>471,938.37</b>	<b>296,552.22</b>	
District Accountant	CLA	NA	6/30/2020	260.00	942.50	NA	
			7/31/2020	411.00			
			8/31/2020	193.50			
			9/30/2020	78.00			
Project Management (District Manager)	SDMS	NA	6/30/2019	322.00			
			7/31/2019	98.00			
			8/31/2019	1,296.00			
			9/30/2019	1,386.00			
			10/31/2019	126.00			
			11/30/2019	648.00			
			12/31/2019	3,362.50			
			1/31/2020	1,505.50			
			2/29/2020	1,276.50			
			3/31/2020	612.00			
			4/30/2020	162.00			
			5/31/2020	90.00			
			6/30/2020	54.00			
			7/31/2020	216.00			
			8/31/2020	90.00			
			9/30/2020	72.00			
			10/31/2020	90.00			
					11,406.50	NA	
Project Management (District Counsel)	White Bear Ankele	NA	8/31/2019	246.00	8,256.38	NA	
			9/30/2019	123.00			
			10/31/2019	1,312.00			
			11/30/2019	164.00			
			12/31/2019	5,447.88			
			1/31/2020	789.25			
			2/29/2020	130.69			
			4/30/2020	43.56			
<b>Subtotal (Other Soft Costs)</b>		<b>\$ -</b>			<b>8,256.38</b>	<b>NA</b>	
<b>Total Costs</b>		<b>\$ 19,548.00</b>			<b>492,543.75</b>		
			<b>Total Refresh Budget for 2020</b>		<b>800,000.00</b>		
			<b>Total Amount Expended to Date</b>		<b>(492,543.75)</b>		
			<b>Budget Remaining</b>		<b>307,456.25</b>		

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**After Recording, Return to:**  
White, Bear & Ankele Professional Corporation  
2154 East Commons Avenue, Suite 2000  
Centennial, Colorado 80122

**ACCESS AND MAINTENANCE EASEMENT AGREEMENT**  
(Plaza Improvements)

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This ACCESS AND MAINTENANCE EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this \_\_\_ day of October, 2020, by and between SOUTHLANDS TC LLC, a Delaware limited liability company (“**Southlands TC**”) and SOUTHLANDS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). Southlands TC and the District are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties.**” This Agreement is made in contemplation of the following facts and circumstances:

RECITALS

A. Southlands TC is the owner of certain real property located in the City of Aurora, Arapahoe County, Colorado, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “**Plaza**”).

B. The District previously financed, installed, or caused to be installed certain public improvements on the Plaza, including public art (in the way of bronze bear sculptures and a compass rose in the fountain pavers), a pop jet fountain (including mechanical equipment in the basement areas under the Plaza), landscape planters, site lighting, a stage with shade sails, and a paver sidewalk/walkway (the “**District Improvements**”).

C. As certain of the District Improvements were becoming outdated, and in order to “refresh” the Plaza, provide a better public experience, and decrease ongoing capital and maintenance costs associated with the pop-jet fountain, Southlands TC and the District determined that replacement of certain of the District Improvements (the “**Project**”) was in the best interests of the Parties, property owners within the District, and the general public.

D. Southlands TC, as the owner of the Plaza, oversaw the Project, and installed, or caused to be installed new landscape planters, artificial turf, a climbing feature, trees, a pop-jet fountain (including mechanical equipment in the basement areas under the Plaza), a fire-pit, seating areas, furnishing, and related improvements (the “**Southlands TC Improvements**”, and the Southlands TC Improvements together with the remaining District Improvements, the “**Plaza Improvements**”), as shown and described on Exhibit B, attached hereto and incorporated herein by reference.

E. As the Plaza Improvements provide a public benefit, the District has agreed to operate and maintain the Plaza Improvements on the in exchange for the rights granted to the District under this Agreement.

F. In exchange for the District’s operation and maintenance of the Plaza Improvements, Southlands TC has agreed to grant to the District a non-exclusive, perpetual easement over those areas of the Plaza as shown in Exhibit C, attached hereto and incorporated

herein by reference (the “**Easement Property**”), for the purposes of (i) allowing the District and its members, directors, officers, agents, contractors, successors and assigns, access to operate, maintain and repair the Plaza Improvements, and (ii) allowing the general public access, ingress and egress to the Plaza Improvements, including District-sponsored events, all subject to the terms and conditions set forth in this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Southlands TC and the District covenant and agree as follows:

1. Grant of Easement. Southlands TC hereby grants, sells, bargains and conveys to the District, its successors and assigns, for its and their benefit, and for the benefit of its and their agents, employees, invitees, contractors, and licensees, a permanent, perpetual, non-exclusive easement, together with all rights and privileges as or incidental to the District’s full use and enjoyment of its easement rights, on, over, above, under, across, and through the Easement Property for the purposes of (i) accessing, installing, constructing, maintaining, repairing, and operating, the Plaza Improvements, and (ii) allowing the general public access, ingress and egress to the Plaza Improvements, including District-sponsored events, all subject to the terms and conditions set forth in this Agreement (the “**Easement**”). It is hereby acknowledged that the Easement constitutes a servitude upon the land and runs with the land.

3. District Operation and Maintenance Responsibilities.

a. The District shall be responsible for the operation and maintenance of the Plaza Improvements on the Easement Property, at the District’s sole cost and expense, to standards reasonably acceptable to Southlands TC, in compliance with all applicable federal, state, county and local or municipal body or agency statutes, ordinances and regulations, including, without limitation, any licensing, bonding, and permit requirements, and including without limitation, any such laws relating to storage, use or disposal of hazardous wastes, substances or materials, and access under the Americans with Disabilities Act. Operation and maintenance shall specifically include, without limitation, (a) keeping the Easement Property in a clean and un-littered condition, (b) removing when reasonable and necessary, snow, ice and other debris, and (c) keeping and maintaining the Plaza Improvements on the Easement Property in good order, condition and repair. Maintenance shall specifically exclude capital repairs or replacements exceeding \$5,000 (“**Capital Repairs**”). Southlands TC will be responsible for, at its sole cost and expense all Capital Repairs, and will coordinate such Capital Repairs with the District.

a. The services to be provided by the District shall not, without the prior written approval of Southlands TC, include physical enlargement, expansion, extension, or addition of a component of the Plaza Improvements or any portion thereof, but shall include operation, maintenance, repairs and replacements of existing components with like materials or improvements or technologically equivalent materials, as needed in the ordinary course of maintenance and operation of the Plaza Improvements.

b. In the event all or any portion of the Easement Property must be closed temporarily for maintenance or repair of the Plaza Improvements, the District shall provide Southlands TC at least three (3) days prior written notice of such closure, except in the event of an emergency closure. In event of an emergency closure of the Easement Property, the District shall provide Southland TC with notice as the circumstances permit, which may be after the Easement Property has been closed.

c. In the event that the District is not, in Southlands TC's reasonable opinion, adequately performing its operation, maintenance and other responsibilities with respect to the Plaza Improvements on the Easement Property, Southlands TC may, at its option, after first giving written notice and a reasonable opportunity to cure (but in any event the District shall commence to cure the same within ten (10) business days after receiving such notice and thereafter diligently prosecute such cure to completion), enter the property to perform necessary maintenance or other related work. Should Southlands TC incur any cost with respect to the assumption of the District's maintenance and other responsibilities as described in this Agreement, the District agrees that Southlands TC has the right to bill the District for all reasonable and actual costs associated with Southlands TC's maintenance activities as set forth herein. Notwithstanding the foregoing, any District's maintenance obligation set forth in this Section 3 is contingent upon annual appropriations as further set forth in Section 10 of this Agreement.

4. Mutual Indemnification. Subject to Section 19 below, the District, Southlands TC and their successors and assigns, to the extent permitted by law, if at all, shall each indemnify, defend and hold harmless the other, and their respective members, officers, directors, managers, agents, and employees against and from any and all claims, damages, actions, loss, cost and expense (including but not limited to attorneys' fees) resulting directly or indirectly from their own respective negligent and/or willful acts or omissions or the negligent or willful acts or omissions of their respective contractors, employees or agents (acting within the scope of their engagement, employment or agency) with respect to the Plaza, the Plaza Improvements, the Easement Property and the Easement.

5. Utilities. The District shall be responsible for, and shall pay before delinquency, all charges for any and all utility services that are supplied to the Plaza Improvements on the Easement Property, including but not limited to charges for water and electric utilities.

6. Insurance. For so long as this Easement remains in effect, the District shall, at the District's sole cost and expense, insure the Plaza Improvements located on the Easement Property at full replacement value. In addition, the District shall, from and after the date hereof, and for so long as this Easement remains in effect, at the District's sole cost and expense, maintain insurance covering the risks that are customary in the District's business, consistent with applicable risk management parameters and in compliance with Colorado law, and, at a minimum, shall insure the District against claims, demands, or actions for loss, damage or injury arising out of use of the Easement, in amounts not less than \$1,000,000 per occurrence for bodily injury and property damage liability.

8. Use of Plaza and Easement Property. Southlands TC reserves the non-exclusive right to use the entirety of the Plaza, including the Easement Property, for events. Southlands

TC shall notify the District of such use, which shall include the date of such event, the party using the Plaza (or any portion of the Easement Property thereof), and such other information as the District may reasonably request, at least ten (10) days prior to said event. Conversely, the District shall notify Southlands TC of District events to be held on the Easement Property, which shall include the date of such event and type of event, at least ten (10) days prior to said event. Each of Southlands TC and the District may adopt reasonable rules and regulations governing the use of the Plaza and the Easement Property, respectively, not in conflict with the rights of the Parties under this Agreement, and in compliance with all Federal, State and local laws, regulations, and ordinances. [Discuss permitting of events]

9. Restoration. The District will promptly repair any damage to the Easement Property caused by the District and/or the District's contractors, subcontractors, or agents, and the District will restore the Easement Property to the same condition as existed prior to any entry onto or work performed on the Easement Property by the District or the District's contractors, subcontractors, or agents. The District shall restore the surface of any ground that has been disturbed in connection with such work, except as may be modified to accommodate the District's necessary uses, in a reasonably similar manner to its condition immediately preceding such use.

10. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of all financial obligations of the District under this Agreement are subject to annual appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement constitutes a pledge of the District's credit or faith, directly or indirectly, to Southlands TC. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of District funds.

11. Inurement. This Agreement shall run with the land and each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the Parties, their respective legal representatives, heirs, successors and assigns.

12. No Third-Party Beneficiaries. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person who is not expressly referenced herein as a party benefited or burdened hereby.

13. No Joint Venture, Partnership, Agency, Etc. This Agreement will not be construed as in any way establishing a partnership, joint venture, express or implied agency, or employer-employee relationship between Southlands TC and the District.

14. Subjacent and Lateral Support. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or convenient for the District's full use and enjoyment of the Easement.

15. Subject to Matters of Record. This Agreement and the rights granted hereunder shall be subject to any existing liens and/or encumbrances affecting the Easement Property.

16. Attorneys' Fees. Should any legal proceeding be brought in connection with this Agreement, including without limitation, actions based on contract, tort or statute, the prevailing party in such action shall be awarded all costs and expenses incurred in connection with such action, including reasonable attorneys' fees. The provisions of this Section 16 shall survive the expiration or the termination of the Agreement.

17. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope, meaning, or intent of this Agreement.

18. Entire Agreement. This Agreement (including the exhibits attached hereto, which are incorporated herein) constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes all negotiations or previous understandings or agreements between the Parties with respect to all or any part of the subject matter hereof.

19. Governmental Immunity. Nothing in this Agreement shall be construed to limit, modify, or otherwise constitute a waiver, in whole or in part, of any governmental immunity that may be available by law to the District, its respective officials, employees, contractors or agents, and in particular, the District's rights and protections under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

20. Modification; Waiver. This Agreement may not be modified or discharged in any respect, except by a further agreement in writing duly executed by Southlands TC and the District or their successors and assigns. However, any consent, waiver, approval, or authorization will be effective if signed by the party granting or making such consent, waiver, approval, or authorization. No waiver shall be deemed a continuing waiver with respect to any breach or default, whether of similar or different nature, unless expressly stated in writing.

21. Governing Law. This Agreement, including all questions concerning the construction, validity and interpretation of this Agreement, and the exhibits hereto, and all claims or controversies arising out of or relating to this Agreement, shall be governed and construed under the applicable laws of the State of Colorado, without regard to conflict of law principals that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for Arapahoe County. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise.

22. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

23. Recording. This Agreement shall be recorded in the real property records of Arapahoe County, Colorado.

24. Southlands TC Authority. Southlands TC covenants and agrees with the District that Southlands TC has full power and lawful authority to grant, bargain, declare and convey the Easement to the District. Southlands TC further promises and agrees to warrant and forever defend the District in the exercise of the District's rights hereunder against any defect in Southlands TC's title to the Easement Property and Southlands TC's right to make the grant described herein, except matters of record.

25. Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any party hereto. This Agreement shall be given a reasonable construction so that the intention of the Parties can be carried out. The Parties hereby acknowledge they have both participated substantially in the negotiation, drafting and revision of this Agreement with representation by counsel and/or such other advisers as they have deemed appropriate. Accordingly, this Agreement shall be deemed to have been prepared jointly by the Parties and shall not be construed against any party as the drafter hereof.

26. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, included the rules of evidence applicable to court proceedings.

*[Signature page follows]*

IN WITNESS WHEREOF, Southlands TC and the District have executed this Agreement as of the date first set forth above.

**NWSL TOWN CENTER LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2017, by \_\_\_\_\_, as \_\_\_\_\_ of NWSL Town Center LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

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

Attest:

\_\_\_\_\_

*[Signature page to Access and Maintenance Easement Agreement]*



**EXHIBIT A**  
Plaza Property

**EXHIBIT B**  
Plaza Improvements

**EXHIBIT C**  
Easement Property

# SOUTHLANDS METROPOLITAN DISTRICT NO. 1



December 8, 2020

Sam's Real Estate Business Trust MS 0555  
PO Box 8050  
Bentonville, AR 72712-8055

Wal-Mart Real Estate Business Trust MS 0555  
PO Box 8050  
Bentonville, AR 72712-8050

December 8, 2020

Re: Detention Pond located southwest of the E. Commons Avenue/S. Aurora Parkway Intersection

To Whom It May Concern:

Southlands Metropolitan District No. 1 (the "**District**") is a special district located in the City of Aurora, Arapahoe County, Colorado. The District manages the financing, construction, operation and maintenance of certain public facilities and improvements within the District's boundaries.

It has come to the District's attention that the detention pond located southwest of the E. Commons Avenue and S. Aurora Parkway intersection (the "**Pond**"), which is depicted in the attached **Exhibit A**, is not being properly maintained. The City of Aurora has informed the District that the Sam's Club and Wal-Mart sites are jointly responsible for maintaining the Pond.

The District's concerns include the following:

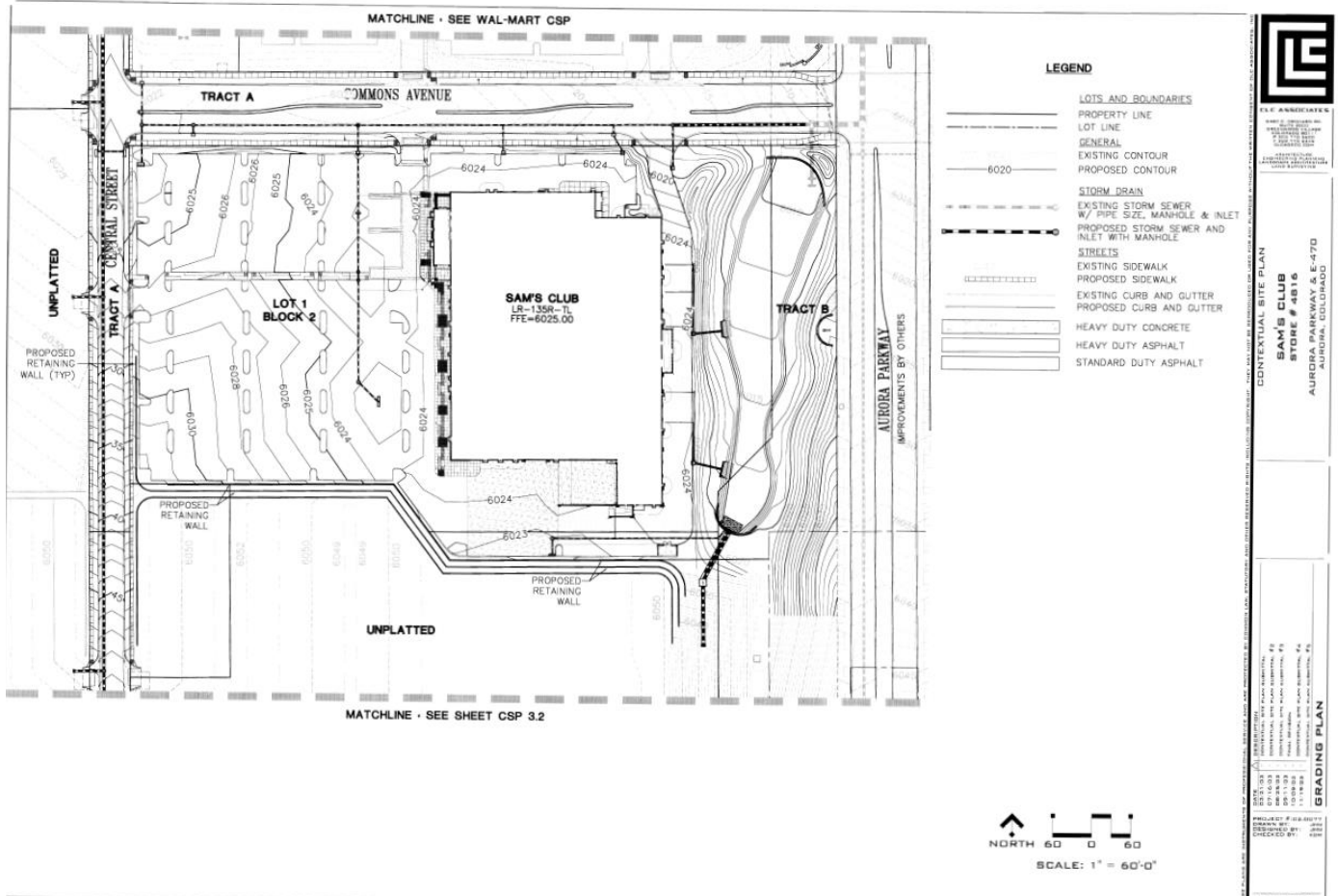
- The design plans for the Pond show flow spreaders on the pipes from the Sam's Club site. The flow spreaders appear to be plugged by vegetation growth (cattails), and possibly sediment deposited within the flow spreaders, which has resulted in runoff from Sam's Club backing up into the parking lot until it overtops the curb line. This has resulted in erosion of the impacted landscape areas, and has cut a channel that has exposed underground utilities.
- The Pond is also heavily overgrown with cattails, which may need to be removed to restore the pond to its proper hydraulic functionality. Additionally, the flow spreaders may need to be modified to allow them to be flushed and cleaned to manage debris/sediment deposits within them.
- A determination of detention storage volume capacity and potential sediment removal may need to be undertaken.

The District is requesting that Sam's Club and Wal-Mart immediately undertake all necessary maintenance activities with respect to the Pond. In addition, please provide the District with detailed information within **thirty (30) days** of receipt of this letter on how Sam's Club and Wal-Mart has addressed and will continue to address the foregoing maintenance concerns. It is important that the concerns be addressed promptly due to the severity of the deterioration of the Pond and resulting problems. We appreciate your prompt attention to this matter. Please call me at (303) 987-0835 or email me at [afinn@sdmsi.com](mailto:afinn@sdmsi.com) if you have questions.

Sincerely,

Ann Finn, District Manager

# EXHIBIT A





# Special District Management Services

## De-icer Price List

<b>ICE SLICER RS Granular Bulk Road/Highway/Parking Deicer</b>			
25 Ton Load	Freight Included	per ton	\$ 135.00
15 Ton Load	Freight Included	per ton	\$ 142.00
15 + Ton Will Call	FOB Henderson, CO	per ton	\$ 128.00
<b>SAFE STEP 750 Mag Flake</b>			
50 lb. bags (50 per plt)	\$200 for 1-4 plts - \$35 per plt for 5 or more Freight included on full truckload - 18 pallets	per bag	\$ 15.50
<b>Natures Best Blended Granular Deicer</b>			
50 lb. bags (50 per plt)	\$200 for 1-4 plts - \$35 per plt for 5 or more Freight included on full truckload - 18 pallets	per bag	\$ 10.00
<b>Ice Slicer Bagged Medium</b>			
50 lb. bags (50 per plt)	\$200 for 1-4 plts - \$35 per plt for 5 or more Freight included on full truckload - 18 pallets	per bag	\$ 8.25
<b>APEX High Performance Liquid Deicer (-28 F)</b>			
Bulk	Freight Included on full truckload (\$500 LTTL)	per gallon	\$ 1.10
275 Gallon Tote	\$200 for 1-4 plts - \$35 per plt for 5 or more	per tote	\$ 590.00
275 Gallon Tote Exchange	\$200 for 1-4 plts - \$35 per plt for 5 or more	per tote	\$ 410.00
<b>APOGEE High Performance Non Chloride Liquid Deicer (12 F)</b>			
Bulk	Freight Included on full truckload (\$500 LTTL)	per gallon	\$ 2.75
275 Gallon Tote	\$200 for 1-4 plts - \$35 per plt for 5 or more	per tote	\$ 1,025.00

\* Prices are FOB EnviroTech Commercial Facilities. Freight and delivery prices are subject to FOB point \*  
Prices are subject to change without notice

**EnviroTech Commercial**  
**3860 Revere St, Unit C**  
**Denver, CO 80239**  
**303-477-1919**

# THERE IS NO SUBSTITUTE.



**M**illions of years ago, mother nature deposited a salt bed 5,000 feet below sediment in a remote location near central Utah. This deposit has been pushed near the Earth's surface allowing access to one of the world's premier high performance deicing products known as Ice Slicer. It is a mined product that contains a homogeneous blend of minerals that are encapsulated throughout the granules, not blended like some imitation products. Ice Slicer contains a complex natural mix of chlorides including Magnesium, Calcium, Sodium, and Potassium, as well as over 50 trace minerals. These complex chlorides allow Ice Slicer to melt at much

**“Confidence and  
peace of mind...  
Will you settle for  
anything less?”**

lower temperatures working effectively to 0°, while competing products are only effective to about 17°. The encapsulated trace minerals found in Ice Slicer work as natural corrosion inhibitors allowing Ice Slicer to be up to 70% less corrosive on steel than typical white salt. Recently, other imitation products have crept into the market place. While it's been said that imitation is the greatest form of flattery, we think it's important for you to understand the differences.

Ice Slicer is mined from deep under the Earth's surface. This fact is important because it impacts such things as density, hardness, gradation, homogeneity, moisture content and performance. The imitation products are not mined from under the ground, but instead start with evaporative solar salt, then add liquid magnesium chloride, and finally coat the salt with dirt to make it look like Ice Slicer. The dirt coating easily washes off leaving the white salt and a messy residue. The producers of an imitation product hired Michigan Tech University to study the melting capacity of their product compared to Ice Slicer. The test was done using the SHRP H-205.1 test method. What their own study showed is that their imitation product took longer to work and had inferior melting capacity.



A solar salt facility where white salt is mixed with dirt to make it look like Ice Slicer.

After 60 minutes at 5<sup>o</sup>, Ice Slicer melted 43% more ice than the imitation product, and 28% more ice at 20<sup>o</sup>. Because imitation products are made from evaporative salt, the solar salt crystals are limited in size variation. Solar salt crystals grow in a much more uniform size. Because Ice Slicer is mined, crushed, and screened it has a much broader range of gradations, allowing the fines to react more quickly and the large-sized granules to provide long term melting power. These larger granules work much differently than fines. Instead of sitting on the surface of snow and ice and melting from the top down, these larger granules bore through the snow and ice and begin melting from the bottom up, breaking the bond between the ice and roadway. The larger key shaped Ice Slicer granules also reduce bounce and scatter keeping more active material on the roadway.

The differences between white salt and Ice Slicer are vast. Coloring white salt to look like Ice Slicer doesn't mean it will perform like Ice Slicer. Ice Slicer continues to demonstrate significant advantages:

- Melts at lower temperatures
- Is less corrosive
- Lasts longer on the road
- Eliminates the need for sand or deslicking grit for traction
- Has fewer environmental impacts
- Provides lower operating costs
- Allows you to maintain a higher level of service
- Homogeneously mineralized throughout the granule
- Wider range of gradation
- Bottom line - Provides safer roads



1-877-657-4237  
iceslicer.com

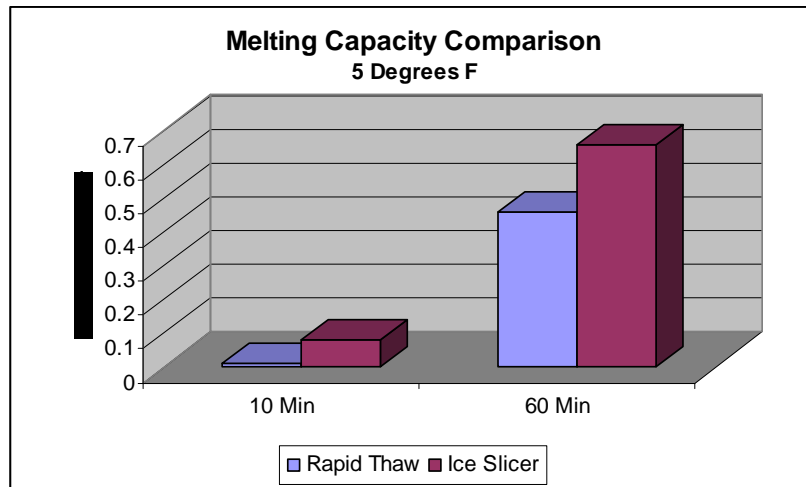


1-800-369-3878  
envirotechservices.com

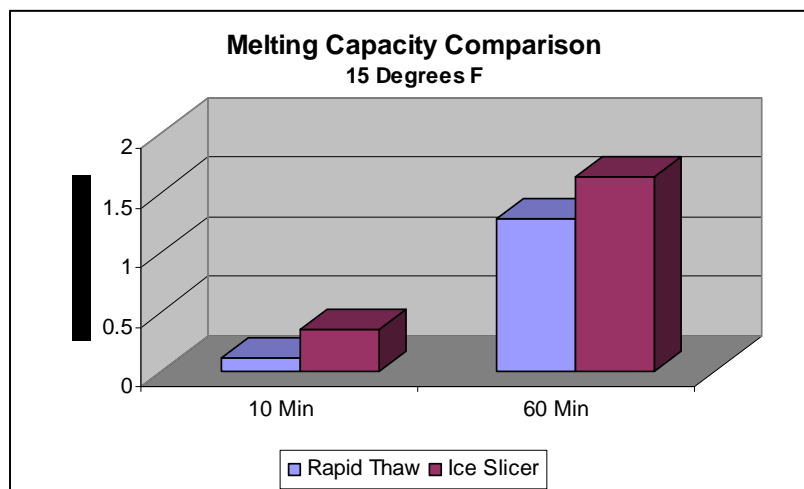
# Melting Capacity Comparison of the Products Ice Slicer® and Rapid Thaw®

The following information was derived from tests conducted by Michigan Technical University following SHRP H-205.1, **Test Method for Ice Melting of Solid De-Icing Chemicals** as published in their report. The graphs that follow illustrates that data in comparison format.

The data indicates that Rapid Thaw is very slow to begin melting at all temperatures tested when compared to Ice Slicer.



The data represented in the above chart reflects the difference in melting capacity of Ice Slicer as compared to Rapid Thaw at 5° F. As you can see, Ice Slicer gets off to a fast start and maintains that performance through the 60 minute mark and beyond. At 60 minutes, Ice Slicer has melted **43% more ice** than Rapid Thaw.



The data represented in the above chart reflects the difference in melting capacity of Ice Slicer as compared to Rapid Thaw at 15° F. As you can see, Ice Slicer gets off to a fast start and maintains that performance through the 60 minute mark and beyond. At 60 minutes, Ice Slicer has melted **28% more ice** than Rapid Thaw.





# Commercial Granular Deicer



People Helping People Improve Their Environment

## Ice Slicer

Contains a powerful blend of four naturally occurring chlorides. The combination of Calcium, Magnesium, Sodium and Potassium chlorides result in a superior performing deicer. Because of its effectiveness, the rate of application is greatly reduced, which is safer for use around concrete, asphalt, metal, children, animals and vegetation, all while saving money!

Ice Slicer is an all natural deicer that has uniform gradation of coarse and fine material to provide faster and longer lasting performance.

## Benefits

- ✓ Commercial grade bagged granular deicer
- ✓ Naturally occurring complex blend of four chlorides means superior performance with lower application rates
- ✓ Less corrosive
- ✓ Naturally eco-friendly, vegetation safe
- ✓ No dyes or additives
- ✓ Safer for pets & children

**DISTRIBUTED BY:**



## HIGH PERFORMANCE

Contains Magnesium, Calcium, Potassium and Sodium Chloride

## ENVIRONMENTALLY SAFER

Safer for vegetation, animals and humans

## LESS CORROSIVE

Third party testing indicates Ice Slicer is 39% less corrosive than standard white salt



## Unique Color Enhances Performance

The unique color of Ice Slicer serves as a guide to where and how much has been applied. Usage is generally half as much and half as often as compared with other deicers. The peach color absorbs heat from the sun, accelerating the melting process.



910 54th Avenue, Suite 230 Greeley, CO 80634  
(t) 1.800.369.3878 (f) 1.970.346.3959

[www.EnviroTechServices.com](http://www.EnviroTechServices.com)

©2019 EnviroTech Services, Inc. Product is a registered trademark of EnviroTech Services, Inc.

No warranty expressed or implied, including but not limited to warranty of merchantability or fitness for a particular purpose, is made concerning this product.



# NATURE'S BEST™

## ICE MELT

- High Performance
- Environmentally Safer
- Less Corrosive

**NET WT. 50 LB/22.7 kg**

## HIGH PERFORMANCE

Effective to Below Zero Degrees Fahrenheit

## ENVIRONMENTALLY SAFER

Safer for Vegetation, Animals and Humans

## LESS CORROSIVE



## NATURE'S BEST™ Ice-Melt

CONTAINS A BLEND OF NATURALLY OCCURRING GRANULAR ICE-MELT AND LIQUID DE-ICER PRODUCTS, RESULTING IN A HIGH-PERFORMANCE ICE-MELT SAFER FOR USE AROUND CONCRETE, ASPHALT, METAL, ANIMALS AND VEGETATION. NATURE'S BEST™ IS CREATED THROUGH THE APPLICATION OF HIGH-PERFORMANCE LIQUID DE-ICER TO GRANULAR ICE-MELT USING "PRE-WETTING" TECHNOLOGY AND CONCEPTS CURRENTLY IN USE BY MAJOR GOVERNMENT AND COMMERCIAL DE-ICING OPERATIONS. THROUGH THIS PRE-WETTING PROCESS, GRANULAR ICE-MELT PERFORMS BETTER, MELTS FASTER AND LASTS LONGER.

## Directions for use

FOR BEST RESULTS, REMOVE ANY EXISTING LOOSE SNOW AND SLUSH FROM DRIVEWAYS, STEPS AND WALKWAYS PRIOR TO APPLICATION OF ICE-MELT. EVENLY SPRINKLE NATURE'S BEST™ ON DESIRED SURFACES. MELTING SHOULD BEGIN IMMEDIATELY. ONCE SNOW AND ICE HAVE SUFFICIENTLY MELTED, SHOVEL OFF SLUSH. THICK ACCUMULATIONS MAY REQUIRE ADDITIONAL APPLICATION. NATURE'S BEST™ MAY ALSO BE KEPT IN CARS AND TRUCKS FOR USE ANY TIME WHEN TRACTION IS NEEDED.

## Unique color enhances performance

THE UNIQUE COLOR OF NATURE'S BEST™ SERVES AS A GUIDE TO WHERE AND HOW MUCH HAS BEEN APPLIED. USAGE IS GENERALLY HALF AS MUCH AND HALF AS OFTEN AS COMPARED WITH OTHER DE-ICERS. THE BLUE COLOR ABSORBS HEAT FROM THE SUN ON COLD SUNNY DAYS TO HELP THE MELTING PROCESS.

## Notice

DO NOT USE ON CONCRETE THAT IS LESS THAN ONE YEAR OLD, OR THAT WAS NOT PROPERLY MIXED, FINISHED, OR CURED. FLAKING OR SPALLING MAY OCCUR WHEN USING ANY ICE-MELTING PRODUCT ON CONCRETE SURFACES, ESPECIALLY THOSE THAT ARE POORLY CONSTRUCTED, CONTAIN POROUS CONCRETE OR ACT AS A MORTAR JOINTS BETWEEN BRICKS AND FLAGSTONE. WHEN USED IN THESE SITUATIONS, NATURE'S BEST™ SHOULD CAUSE LESS DAMAGE THAN MOST OTHER DE-ICERS AND WILL REDUCE THE NUMBER OF CONCRETE FREEZE/THAW CYCLES, WHICH ALSO GREATLY CONTRIBUTES TO CONCRETE DAMAGE.

## Customized Deicing and Dust Control Solutions that are Environmentally GREENER

### CONTAINS

UNIQUE BLEND OF GRANULAR ICE-MELT AND ENHANCED MAGNESIUM CHLORIDE LIQUID DE-ICER

CONTAINS:	CAS. NO.
NaCl.....	007647-14-5
MgCl <sub>2</sub> .....	007786-30-3
CaCl <sub>2</sub> .....	007440-70-2
KCl.....	007440-09-7

### CAUTION

**KEEP OUT OF REACH OF CHILDREN.  
DO NOT TAKE INTERNALLY.**

### FIRST AID:

PROLONGED SKIN CONTACT MAY CAUSE IRRITATION. WASH THOROUGHLY WITH WATER. IN CASE OF EYE CONTACT, FLUSH WITH WATER FOR 15 MINUTES. IF IRRITATION PERSISTS, CONSULT MEDICAL PERSONNEL. IF SWALLOWED, DRINK WATER AND CONSULT WITH MEDICAL PERSONNEL.

*DISCLAIMER: NO WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE CONCERNING THIS PRODUCT. IF PRODUCT SETS UP OR BECOMES HARD, SIMPLY ROLL THE BAG ON THE GROUND TO LOOSEN UP MATERIAL.*



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