

CONSENT AGENDA



Date: 4/5/2022
Name: Bret Erickson
Project: Additional Flowers - Lennar
Address: 7777 S Country Club Pkwy
Attention: Bret

525 N. Laredo St.
 Aurora, CO 80011
 Phone: (303)344-4465
 Fax: (303)344-1518

Billing
Contact: Sabrina Lopez
Phone: 303.369.1800 (x142)
Email: sabrina@westwindmanagement.com
Address: 27 Inverness Drive East Englewood, CO 80112

Dear **Bret**,

Thank you, for the opportunity to present our proposal to you. The scope of work included in our bid is as follows: **Landtech has itemized the price for multiple areas of your community that require landscape and irrigation modifications for the installation of annual flowers. Images are included below to show where each section is in your community.**

Price below includes removal and disposal of existing plant material, irrigation modifications, soil amendments, and installation of annual flowers.

DESCRIPTION	QUANTITY	Cost
1 Circular Bed at E Mineral & Monaghan ➤ India Summer Rudbeckia ➤ Victoria Blue Salvia ➤ Hot Pink Wave Petunias	1 LS	\$2,472.00
1 Circular Bed at corner of Monaghan and County Line ➤ India Summer Rudbeckia ➤ Victoria Blue Salvia ➤ Hot Pink Wave Petunias	1 LS	\$4,030.00
2 Circular Beds at County Line and S Waterloo Ct – South of Hilltop Park ➤ India Summer Rudbeckia ➤ Victoria Blue Salvia ➤ Hot Pink Wave Petunias	1 LS	\$4,172.00
Southwest Corner of Hilltop Park ➤ India Summer Rudbeckia ➤ Jewel Colored State Fair Zinnias ➤ Victoria Blue Salvia ➤ Hot Pink Wave Petunias	1 LS	\$2,018.00
Southeast Corner of Country Club Park ➤ India Summer Rudbeckia ➤ Victoria Blue Salvia ➤ Hot Pink Wave Petunias	1 LS	\$1,780.00
Total		\$14,472.00

We appreciate your time in considering Landtech Contractors, Inc. for this project. If you should have any questions or require additional information, please do not hesitate to call. Price will be honored for 30 days from proposal date. Sales tax will be charged on selling price of all materials at local rates unless tax exempt.

Sincerely,

Ben Zand
Account Manager



525 Laredo Street
Aurora, CO 80011
Direct 720.975.2218
Cell 720.749.0067
benz@landtechcontractors.com
www.landtechcontractors.com

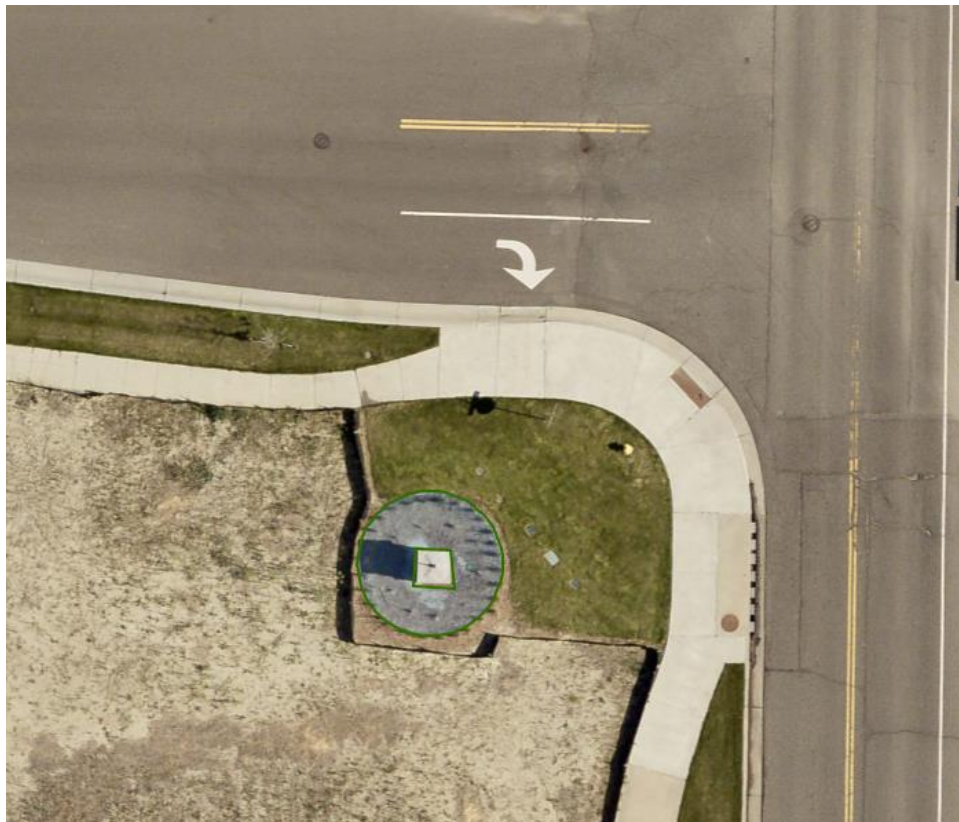
Offer accepted as above:

Customer Signature

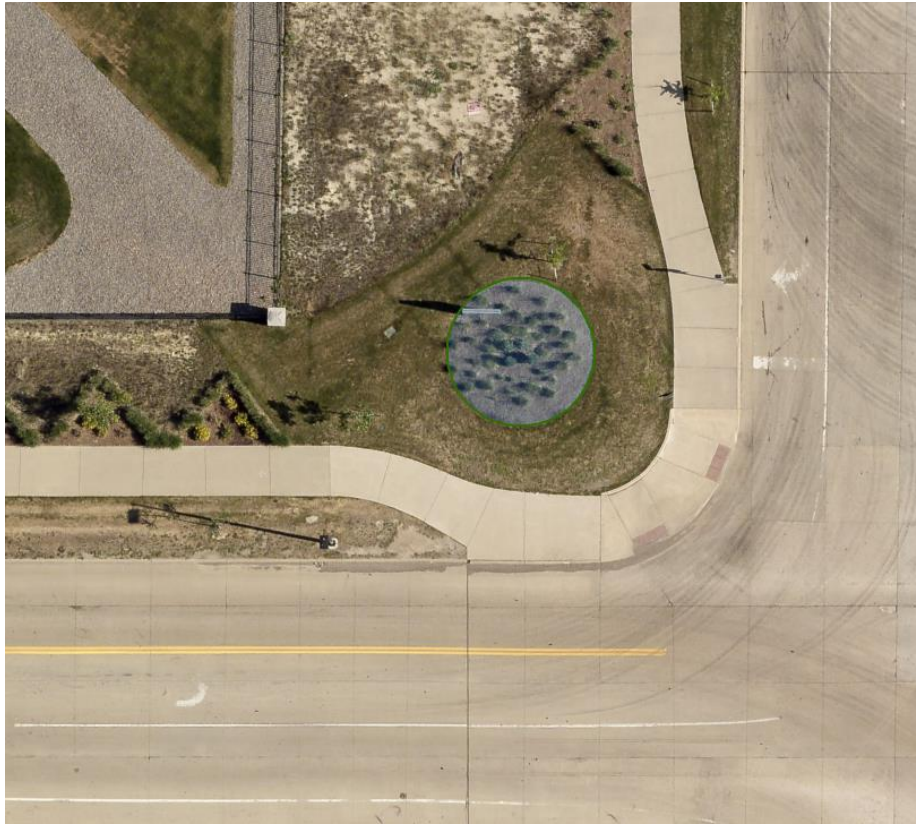
Printed Name and Title

Date

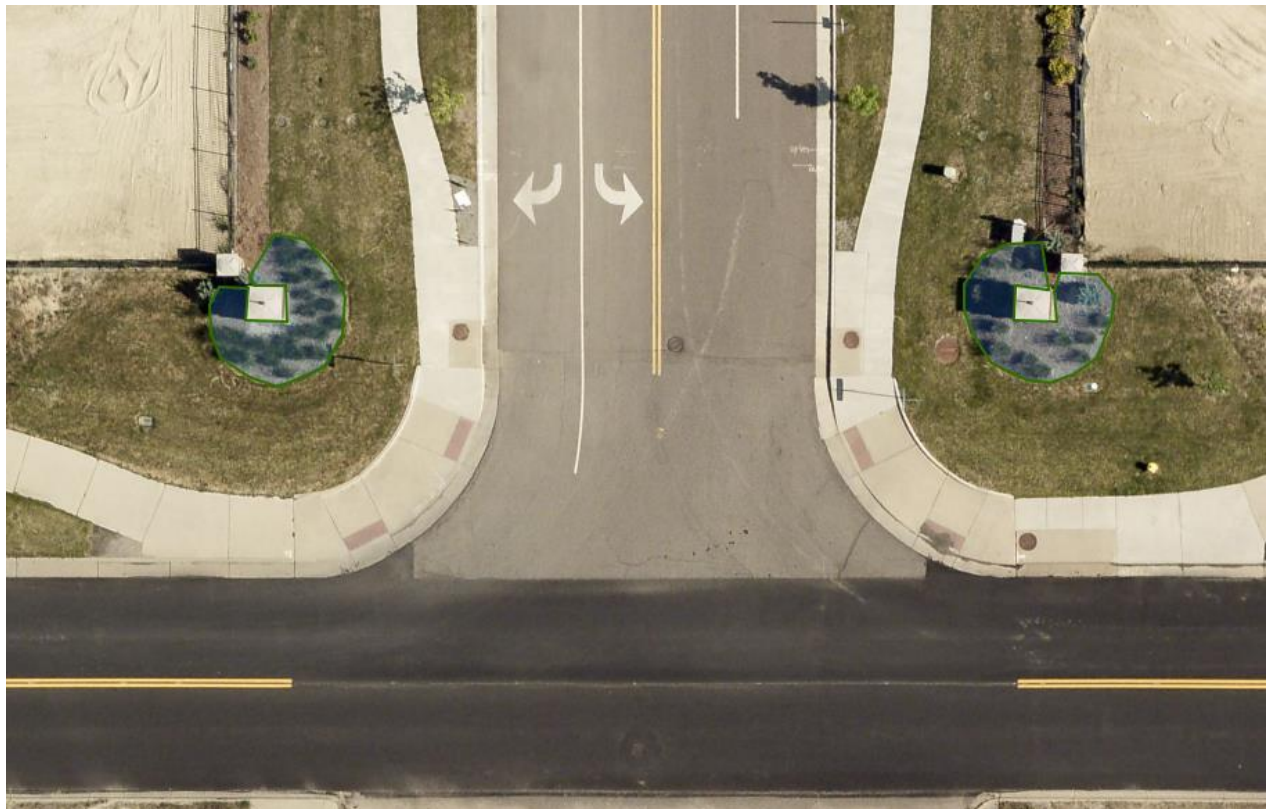
E Mineral and Monaghan



Monaghan and County Line Corner



County Line and S Waterloo Ct – South of Hilltop Park



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

SW Corner of Hilltop Park



SE Corner of County Club Park



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

**BLACKSTONE METROPOLITAN DISTRICT
REGULAR MEETING OF THE BOARD OF DIRECTORS
BLACKSTONE COUNTRY CLUB (CAMBRIDGE ROOM)**

March 24, 2022

MINUTES

I. ESTABLISHMENT OF A QUORUM & CALL TO ORDER:

Board Members in attendance were:

Shawn McGoff	President
Maria Elena Daniels	Treasurer
Perry Deeds	Director
Bret Erickson	Director

Rick Schroder, Secretary, was absent and excused

Others in attendance were: Chris Herron (Westwind), Sabrina Lopez (Westwind), Clint Waldron (WBA), Curtis Bourgoiuin (CLA), and Ben Zand (LandTech), plus 9 members of the public present.

The meeting was called to order at 6:01 pm by President, Shawn McGoff. The Board, Contractors and Management Representatives briefly introduced themselves.

II. DISCLOSURE OF ANY CONFLICT OF INTEREST - Mr. 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. Mr. Waldron inquired into 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.

III. AGENDA REVIEW – There were no proposed changes to the agenda; it was accepted as presented.

IV. PUBLIC COMMENT – President, Shawn McGoff, opened the meeting for public comment. There was a comment on the DRC process and thanks to the District and Management for its responsiveness.

V. CONSENT AGENDA – There were no consent agenda items.

VI. GUESTS & CORRESPONDENCE

Guest: Ben Zand, Account Manager, LandTech – Reviewed the landscape report and noted the following activity; spring cleanup has been completed, pre-emergent weed application will be applied next month along with charging up the irrigation system. Approved enhancements will begin as well as the Lennar punch list items. Aeration and weed and feed to be done in May.

Plant replacement costs at the Smoky Hill entrance were reduced due to tree warranties identified. The cost has gone from \$9,654.00 to \$7,622.00 and the revised work order was accepted by the Board.

VII. COMMITTEE REPORTS

Landscape Committee

The committee discussed the proposal being worked on for the annual flower installation at Hilltop Park area and the S. Monaghan Road entry. This will be a separate proposal from the landscape contract this

season, but it will be worked into future contracts as all other areas. A motion was duly made by Perry Deeds, seconded by Brett Erickson and unanimously carried to accept the annual flower installations at the noted locations, at a price not to exceed \$10,000.00 with service to be performed by Landtech.

Bret Erickson reported that Park Signage plans have some revisions needed per the City of Aurora permitting requirements. As a result, a change order will be submitted by the sign company for Board consideration.

Shawn McGoff noted that the District has seen good results on snow services so far this season. The landscape committee will identify areas in which snow stakes should be placed throughout the community and identify them on a map for future snow depth measuring by LandTech.

Backyard landscaping was discussed. There was a concern raised about completion of back yard plantings as required, especially in the newer (“Lennar”) area. Management will work with the landscape committee and respond to any reports of landscape installation compliance issues. The Board requested corner lot landscaping be reviewed for covenant enforcement compliance. This includes corner lot landscaping found to be unfinished per the design guidelines, or that which may have not been maintained over time.

Committee Member, Carol Hesketh requested that the xeriscape guidelines be clarified in the revised guidelines to allow for direction on what could be done within the community. Upon discussion, Carol agreed to seek guidance from the City on xeriscape/water wise standards that could be added to the guidelines.

The Landscape Contractor was excused from the meeting.

Advisory Committee – There was no committee report.

Design Review Committee (DRC)

Shawn McGoff, Chair, noted that there are two (2) open seats on the DRC and a call for volunteers was made.

Design Guidelines – The revised guidelines were previously presented to the Committee for review and a working session was held with the Board to review them. The draft guidelines are to be presented at the April meeting for final approval by the Board.

Architectural Consultant - Scope of Services & Proposal – Proposals are being obtained for these services for Board consideration at the April meeting.

Security / Safety Committee

Shawn McGoff, Chair, noted that comments were received from the community inquiring about gating the community. Per the City of Aurora, the streets are not owned by the community and therefore, gating cannot occur and will not be considered.

License plate cameras at the entrances were discussed as another option to enhance security. The Board noted that it is sensitive to the request and directed Management to pursue vendor options for future discussion.

Social Committee – There was no committee report.

Website Committee – There was no committee report.

VIII. MINUTES – Minutes from the special meeting of the board held on February 22, 2022, were provided for review. A motion was duly made by Maria Elena Daniels, seconded by Bret Erickson and unanimously carried to approve the February 22, 2022 special meeting minutes as presented.

IX. FINANCIAL REPORT - The financial reports and detail, including statement of claims, were presented to the Board, for the month ending February 28, 2022, by Curtis Bourgoquin with CLA. There were no unanswered questions. It was noted that the 2021 draft audit is in process. A motion was duly made by Shawn McGoff, seconded by Maria Elena Daniels, and unanimously carried to accept the financial report as presented.

X. LEGAL REPORT

The Board considered an Easement Agreement with Cherry Creek School District No. 5 related to Elementary School #45 whereby the right and left turn lanes off Blackstone Parkway will be affected. A motion was duly made by Shawn McGoff, seconded by Maria Elena Daniels and unanimously carried to approve the easement agreement to modify the median to allow for right and left turn lanes at Blackstone Parkway with Cherry Creek School District No. 5 related to Elementary School #45.

Discuss Elementary School #45 Marquee – Hours of Operation – The Board discussed hours of operation for the lighted school sign that would be reasonable for the community. It was suggested that a 6am-9pm operation time be considered.

Clint Waldron noted that Board Elections are underway. The board discussed ballot return options. Options agreed upon include mailing to White Bear Ankele’s office, drop off at White Bear Ankele’s office, or drop off at a secure drop box which will be purchased and placed at the Wheatlands Park and Recreation Center. Ballots will mail out between April 11th – April 18th. The final day for ballots to be accepted will be May 3rd, which is election day.

Clint Waldron also provided correspondence from the City, noting that golf carts are not allowed to be driven on the streets within the community. The reason for this is that the streets in Blackstone are not owned by the community and the City of Aurora will not allow a variance for golf carts to be driven in the community. This information will be posted in the community FAQ’s and on the website as a news item.

XI. MANAGEMENT REPORT

Westwind Management Group, Manager Assignment / Transition Plan – Sabrina Lopez was introduced as the Manager assigned to the community. Paul Acevedo will be the Assistant, and DeEtt Glover will be the Accountant. A formal notice to the community via email blast and posting on the website of the updated contacts will be completed on or around April 1.

The Board discussed the meeting dates for 2022, with meetings being held the 3rd Thursdays monthly between February and November (no meetings in December or January) and alternating in-person and virtual meetings. All in-person meetings will be held at the Blackstone Country Club. Light appetizers and non-alcoholic beverages will be served. All virtual meetings will be held using Microsoft Teams. Regular meetings are planned as follows (subject to change, when posted or announced): Feb – virtual, Mar – in

person, Apr – virtual, May – in person, Jun – virtual, Jul – in person, Aug – virtual, Sep – in person, Oct – virtual, Nov – in person.

XII. UNFINISHED BUSINESS

Capital Projects Status Updates:

Park Signs – Discussed under Committee Reports (Landscape)

Landscape Design (Entrances and Medians) - A change order from the Design Concepts was presented in the amount of \$18,755.00 for an updated design for the Smoky Hill Entry entry (\$11,055.00) and survey (\$7,700.00), bringing the project total from the original contract amount of \$46,790.00 to \$65,545.00. An additional proposal for graphics and plan view renderings was also presented for \$9,795.00. A motion was duly made by Brett Erickson, seconded by Shawn McGoff and carried three to one, with Maria Elena Daniels opposed, to accept the change order from Design Concepts in the amount of \$18,755.00 for the updated design and survey for the Smoky Hill entry, and to reject the graphics proposal for \$9,795.00, as recommended by the Landscape Committee.

Lighting Country Club and Hilltop Park – It was reported that this is in process, with City permits being pulled.

District Memberships / Representative Reports

SARIA – Clint Waldron mentioned that SARIA is planning on issuing debt to fund additional regional transportation improvements as detailed on the approved master plan.

Wheatlands Park and Recreation Authority – Maria Elena Daniels indicated there was no report, and no recent meetings were held. There was a question regarding the discount fee for the YMCA provided to all community members. Clint Waldron agreed to look into this discount to provide further details to the members. Upon further information received on this, Maria Elena Daniels requested that this be posted on the website as a news item.

XIII. NEW BUSINESS

Account #86219 Fee Waiver Request – Upon review, a motion was duly made by Maria Elena Daniels, seconded by Brett Erickson and carried with Shawn McGoff abstaining, to waive the late fees totaling \$45 from this account.

XIV. PUBLIC COMMENT – A comment was made regarding the in-person meeting being great and needing to be done more often. There were no further comments shared, or questions raised, during this public comment period.

XV. ADJOURNMENT – There being no further business to conduct, a motion was duly made by Brett Erickson, seconded by Perry Deeds and unanimously carried, to adjourn the meeting at 7:44 p.m.

_____ Board Approved

GUESTS & CORRESPONDENCE

Let's protect your community. Together.

Flock Safety Sparrow™ ALPR Camera

The Flock Safety Sparrow is an affordable, discreet ALPR (automatic license plate recognition) camera for communities who want to solve and prevent crime in places they live, work, and play. Unlike traditional security cameras, the Sparrow captures the #1 piece of evidence local police need to solve crime, the license plate.

Not your average security camera

Install anywhere

With solar power and LTE connectivity, we can install the Sparrow where it makes the most impact on crime.

No maintenance required

We install, maintain, and service your cameras for the life of your contract, all for one subscription price.

Vehicle Fingerprint Technology

If an incident occurs, search footage by vehicle type, make, color, license plate state, and other unique features like bumper stickers, decals, and roof racks.



Join 1000+ communities using Flock Safety to eliminate crime



Detect

objective evidence
your police need to
solve crime



Decode

footage with machine
learning so your
police can investigate



Deliver

real-time alerts to police
if a wanted or stolen
vehicle drives by

Trustworthy technology that solves and prevents crime.

90%

Reduction in
reported
package theft

\$40k

Savings per
year vs
installing a gate

60%

Crime reduction
in Cobb County,
GA

"Flock has proven time and again
to keep us safe. We couldn't ask
for a better system to stop
neighborhood crime."

– Andy Moseley
Conifer Place HOA



MOST POPULAR

Sparrow

1 camera

\$1,900/yr*

\$350 implementation fee
per camera

LPR evidence within 3hrs
Free cloud storage for 7 days
Install anywhere
Maintenance Free
Amazon-like search
Protects Privacy
Used by Police

Sparrow Real-Time

1 camera

\$2,400/yr*

\$350 implementation fee
per camera

Everything in Standard and:

Cloud storage for 30 days
Real-time access to evidence
Real-time alerts sent to police

- NCIC
- NCMEC
- Custom

Bundle

1 Sparrow + 1 Sparrow Real-Time

\$4,000/yr*

\$350 implementation fee
per camera

Future upgrades

30 day cloud storage - \$400 / yr
Real-time alerts - \$600 / yr

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

*24 month agreement.

Sabrina Lopez

From: Tim Tialdo ·
Sent: Tuesday, April 12, 2022 7:58 PM
To: Sabrina Lopez
Subject: Dog Waste Receptacle?

Hi Sabrina,

My name is Tim Tialdo, I am a Blackstone resident at 8220 S. White Crow St.

I'm emailing to see if it would be a possibility to get a dog waste receptacle put in across the street from my house at the entrance to the community park?

There is currently one on the other side of the park but I and several others take our dogs out to this particular area in the morning and it would be helpful if we could have some sort of dog waste receptacle with bags to clean up rather than taking it back to our houses and putting it in our garages.

Any assistance you could offer would be greatly appreciated and thank you for your time! My cell # is 618-960-8416

All the best,
Tim Tialdo
Sent from my iPhone

Sabrina Lopez

From: Tim Tialdo <
Sent: Friday, April 15, 2022 7:15 PM
To: Sabrina Lopez
Subject: Re: Dog Waste Receptacle?

Hi Sabrina,

I don't see it on the map either, but this looks like an old map because there is no E. Phillips place where our house is located which it shows on this map.

Regardless, here is the location I am requesting. Across from our house is the entrance to the park, and at the end of the walkway is a small area with a bench. I would like the receptacle somewhere near the end of sidewalk/bench

Thanks! Tim



On Apr 15, 2022, at 6:53 PM, Sabrina Lopez <Sabrina@westwindmanagement.com> wrote:

Hi,

I cannot seem to locate your address on the below map. Can you please confirm where you are requesting a dog waste station?

<image001.png>

Sabrina Lopez CMCA®, AMS®
Association Business Manager
Westwind Management Group, LLC
27 Inverness Drive East
Englewood, CO 80112

<image002.jpg>

From: Tim Tialdo
Sent: Friday, April 15, 2022 2:37 PM
To: Sabrina Lopez <Sabrina@westwindmanagement.com>
Subject: Re: Dog Waste Receptacle?

Thanks Sabrina!

> On Apr 15, 2022, at 2:30 PM, Sabrina Lopez <Sabrina@westwindmanagement.com> wrote:
>
> Thanks, I will take the request to the board and get back to you.
>
> Sabrina Lopez CMCA®, AMS®
> Association Business Manager
> Westwind Management Group, LLC
> 27 Inverness Drive East
> Englewood, CO 80112
> 303.369.1800 (x142) Phone
> www.westwindmanagement.com
>
>
>
>
> -----Original Message-----
> From: Tim Tialdo
> Sent: Tuesday, April 12, 2022 7:58 PM
> To: Sabrina Lopez <Sabrina@westwindmanagement.com>
> Subject: Dog Waste Receptacle?
>
> Hi Sabrina,
>
> My name is Tim Tialdo, I am a Blackstone resident at 8220 S. White Crow St.
>
> I'm emailing to see if it would be a possibility to get a dog waste receptacle put in across the street
> from my house at the entrance to the community park?
>
> There is currently one on the other side of the park but I and several others take our dogs out to this
> particular area in the morning and it would be helpful if we could have some sort of dog waste
> receptacle with bags to clean up rather than taking it back to our houses and putting it in our garages.
>
> Any assistance you could offer would be greatly appreciated and thank you for your time! My cell # is

>
> All the best,
> Tim Tialdo
> Sent from my iPhone
>

Sabrina Lopez

From: DeEtt Glover
Sent: Thursday, April 14, 2022 4:36 PM
To: Sabrina Lopez
Subject: Fee Waiver-BMD
Attachments: SOA.Yoo.86560.pdf

Hi Sabrina-

The homeowner at acct 86560 is asking for all the additional fees (\$62.48) to be waived from his account because he made a payment to cover the fees for the whole year. I have attached the statement of account for the board to review. Thank you

DeEtt Glover
Accounting Representative
Westwind Management Group, LLC
27 Inverness Drive East
Englewood, CO 80112
303.369.1800 (x110) Phone
720.509.6043 Fax
www.westwindmanagement.com



Providing Excellence in Community Association Management & Accounting Services since 1986

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Sabrina Lopez

From: DeEtt Glover
Sent: Wednesday, April 06, 2022 4:35 PM
To: Sabrina Lopez
Subject: BMD-Fee Waiver Request
Attachments: SOA.86119.pdf

Hi Sabrina-

Account #86119, she is stating that she did not get any of our letters until the 2nd warning letter. All letters were mailed to the same address. She would like to ask the board to review her account and consider waiving the \$62.48 in fees. I have attached the statement of account.

Thank you-

DeEtt Glover
Accounting Representative
Westwind Management Group, LLC
27 Inverness Drive East
Englewood, CO 80112
303.369.1800 (x110) Phone
720.509.6043 Fax
www.westwindmanagement.com



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COMMITTEE REPORTS



Date: 4/22/2022
Name: Blackstone
Project: Monument/Park Power & Irrigation
& Holiday Lights Install & Storage
Attention: Sabrina Lopez

525 N. Laredo St.
 Aurora, CO 80011
 Phone: (303)344-4465
 Fax: (303)344-1518

Billing
Contact: Sabrina Lopez
Phone: 303-369-1800
Email: sabrina@westwindmanagement.com
Address: 27 Inverness Dr East Englewood CO 80112

Dear **Sabrina**,

Thank you, for the opportunity to present our proposal to you. The scope of work included in our bid is as follows: **Area #1 (Park) Run a neutral wire to all post lights in park, current system is a 240v system with no neutral. To put electrical sockets at each pole will require a neutral wire for 120v sockets. Area #2 (Waterloo Monuments) Bring electrical across S Waterloo CT to supply electrical to the west monument, electrical sockets and flood lights will be installed at both monuments. Area #3 (Monaghan Entrance) Tap into Xcel splice at nearest address (7905 S Vandriver Way), trench electrical to behind monument on north side, install a new electric meter & panel, bore under E Mineral to bring electrical to south monument. Both monuments will have flood lights installed and electrical sockets for holiday lighting. During the boring process we will also extend the irrigation mainline and wires across E Mineral to the north to supply irrigation to the north monument.**

We also have the price for additional holiday lights, bows and garland, as well as extension cords. The bows and garland will go on the 12 remaining lights poles at the Hilltop Park that did not receive these decorations last year. Additionally, the 2 gazebos at the Hilltop Park will also have holiday lights installed. The price below also includes lighting for the trees at the Monaghan entrance, the Waterloo entrance off of County Line Road, as well as the missing trees at the Smokey Hill and Mineral entrances. The price below does include the cost to install, remove, and store these for the 2022-2023 winter season.

DESCRIPTION	QUANTITY	Cost
Monument & Park - Power & Irrigation	1 LS	\$54,125
Additional Holiday lights – install and storage included		
<ul style="list-style-type: none"> • 12 Warm White Lit Garlands • 12 24” Red Bows W/ Gold Trim • 20 Additional Extension Cords • 200 LED light strands – 21’ 	1 LS	\$8,528
Total		\$62,653

We appreciate your time in considering Landtech Contractors, Inc. for this project. If you should have any questions or require additional information, please do not hesitate to call. Price will be honored for 30 days from proposal date. Sales tax will be charged on selling price of all materials at local rates unless tax exempt.

Kind Regards,

Anthony Parsons
Irrigation / Enhancements Manager



525 Laredo Street
Aurora, CO 80011
Direct 720.975.2203
Cell 303.913.6962
AnthonyP@landtechcontractors.com
www.landtechcontractors.com

Offer accepted as above:

Customer Signature

Printed Name and Title

Date





Security Surveillance System
 10630 E. Bethany Dr.
 Ste. A
 Aurora, CO 80014
 720-535-5803
 www.ssscamera.com

Estimate

ADDRESS
Black Stone Metro District HOA Sabrina Lopez (720) 660-0507 27546 E Nova Pl Aurora, CO 80016

ESTIMATE #	DATE
10308	04/22/2022

PAYMENT TERMS
 50% Deposit

SALES REP
 JD

INSTALL DATE
 TBD

ACTIVITY	QTY	RATE	AMOUNT
04/22/2022			
(Power Available)			
NVR 4ch POE 4CH 1080P NVR, Third-party network cameras supported, Up to 6 Megapixel resolution recording, HDMI and VGA output at up to 1920 1080P resolution, 4-ch simultaneous playback, HDD quota and group management, 4 independent PoE network interfaces.	1	599.00	599.00
Hard Drive 8000GB 8000 GB (8TB) SATA	2	499.00	998.00
LED 22' Monitor 22" LED HD Monitor.	1	299.00	299.00
LED Wall Mount 13' to 24' Flat Panel Display Wall Mount for LCD's 13" to 24" , Max 33lbs, Low-Profile Design.	1	99.00	99.00
Backup Battery 650V/ 390watts Backup Battery-UPS, 650V/ 390watts watts, Outlets with Battery Backup and Surge Protection.	1	249.00	249.00
IP 4MP Turret VF IP Turret 4MP Ultra HD, 2688x1520@20fps with 2.8-12mm Varifocal Motorized Lens, H.264, H.264 Zip+ Ready, True WDR 120dB, IP67, DC 12V, PoE.	2	399.00	798.00
Cable Per 100ft' Cable RG-59/RG-6/CAT-5e/CAT-6/ RCA/RG-6 and power adapters(Up to 100 ft').	3	49.00	147.00
Junction Box Mount Turret Fix Junction box, Ceiling/Wall Mount Base Compatible with Fixed Turret IP and HD.	2	29.00	58.00
Misc, Fittings, etc. Miscellaneous, screws, Repeaters, Adapters including fittings, and other parts (per Camera).	2	29.00	58.00
Installation Labor cost (System installation, network setup, training, one-year warranty) Electrical Work & Enclosure:	1	1,999.00	1,999.00
Outdoor Enclosure NEMA Box Outdoor Enclosure NEMA Box, Junction Box Enclosure for small devices to protect from weather.	1	699.00	699.00
Conduits Conduits for up to 10ft" for protection of wires. Low Voltage.	1	399.00	399.00
Misc, Fittings, etc. 110vt Outlet, auguring, trenching, concrete, cables, couplers, screws, keys, etc.	1	999.00	999.00

ACTIVITY	QTY	RATE	AMOUNT
Installation Labor cost (System installation, network setup, training, one-year warranty)	1	1,999.00	1,999.00
Pole or Post 10ft to 12ft pole for camera system	1	499.00	499.00
Satellite Providers: (Internet contract and monthly cost not included) -Blue Sky Satellite Internet -Viasat Inc -HughesNet -Eagle AV, LLC -Neteo High Speed Internet (Not sure if they provide Satellite) -Verso Networks (Not sure if they provide Satellite)			
Scope of Work Security Surveillance System which referred as (SSS) is pleased to have the opportunity to submit a proposal for your review for the purchase of surveillance system and other equipment, to be located in Colorado. This system has the ability to allow the client add additional cameras at a later date. SSS meets all required specifications set by the State of Colorado and meets or exceeds all standards in all categories. SSS will provide and install 1, 4 Ch NVR. The location of the head end will be in the Nema Enclosure. SSS will provide and install 2, 8000 GB SATA Hard Drives. SSS will provide and install 1, Backup Battery & 22" LED Monitor. (With mounting bracket) SSS will provide and install 1, Weather Rated Nema Enclosure (Size TBD) with Outlet install on inside. SSS will provide and install 1, 10ft-12ft Pole. (Material TBD) SSS will provide and install 2 New Turret Ultra HD 4MP Vari-Focal Lens Day/Night Cameras. SSS will provide and install 2 camera the locations are TBD. All Cameras can be Control from any iOS or Android Device(s). These unique fixed camera(s) have the ability to zoom in or out remotely. SSS will provide the labor for 1, training session not to exceed 2, hours for system operations. (6 Persons MAX per Training Session) Client is responsible to provide high-speed internet connection for remote viewing. Client is responsible to provide 110V Power for Head End (D Mark) 110v power outlet needs to be inside a NEMA outdoor rated box, approx. size (30 inches x 30 inches x 10 inches).	1	0.00	0.00
Thank you for your business. Customer will have one year warranty on new SSS provided parts & labor, with lifetime tech support over the phone.	TOTAL		\$9,899.00

Accepted By

Accepted Date



Security Surveillance System
 10630 E. Bethany Dr.
 Ste. A
 Aurora, CO 80014
 720-535-5803
 www.ssscamera.com

Estimate

ADDRESS
Black Stone Metro District HOA Sabrina Lopez (720) 660-0507 27546 E Nova Pl Aurora, CO 80016

ESTIMATE #	DATE
10307	04/22/2022

PAYMENT TERMS
 50% Deposit

SALES REP
 JD

INSTALL DATE
 TBD

ACTIVITY	QTY	RATE	AMOUNT
04/22/2022 (Solar Powered)			
Solar Powered Standalone Security Camera 4MP Solar-powered stand alone Security Camera with built in LTE GSM network. Standalone with built-in solar panel and battery High quality imaging with 4 MP resolution iVMS-4200, Hik-Connect, Hik-Central Provide real-time security via built-in two-way audio Water and dust resistant (IP66) (This camera a monthly subscription)	1	3,999.00	3,999.00
Junction Box Mount Turret Fix Junction box, Ceiling/Wall Mount Base Compatible with Fixed Turret IP and HD.	1	29.00	29.00
Misc, Fittings, etc. Miscellaneous, screws, Repeaters, Adapters including fittings, and other parts (per Camera).	1	29.00	29.00
Micro SD Card 32GB 95MB/s (U1) MicroSD EVO Select Memory Card with Adapter	1	79.00	79.00
Installation Labor cost (System installation, network setup, training, one-year warranty) Electrical Work & Enclosure:	1	999.00	999.00
Installation Labor cost (System installation, network setup, training, one-year warranty)	1	1,999.00	1,999.00
Misc, Fittings, etc. auguring, trenching, concrete, cables, couplers, screws, etc.	1	999.00	999.00
Pole or Post 10ft to 12ft pole for camera system	1	499.00	499.00
Scope of Work Security Surveillance System which referred as (SSS) is pleased to have the opportunity to submit a proposal for your review for the purchase of surveillance system and other equipment, to be located in Colorado. This system has the ability to allow the client add additional cameras at a later date. SSS meets all required specifications set by the State of Colorado and meets or exceeds all standards in all categories.	1	0.00	0.00
SSS will provide and install 1, Solar Powered Standalone Security Camera SSS will provide and install 1, 10ft-12ft Pole. (Material TBD)			

ACTIVITY	QTY	RATE	AMOUNT
<p>SSS will provide and install 1 New Solar Powered Standalone Ultra HD 4MP Lens Day/Night Security Camera.</p> <p>All Cameras can be Control from any iOS or Android Device(s). These unique fixed camera(s) have the ability to zoom in or out remotely. SSS will provide the labor for 1, training session not to exceed 2, hours for system operations. (6 Persons MAX per Training Session)</p>			

Thank you for your business. Customer will have one year warranty on new SSS provided parts & labor, with lifetime tech support over the phone.

TOTAL

\$8,632.00

Accepted By

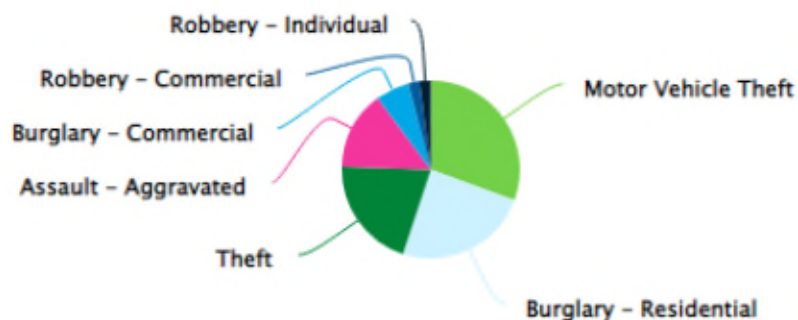
Accepted Date

Nexis® COMMUNITIONS Community Crime Map

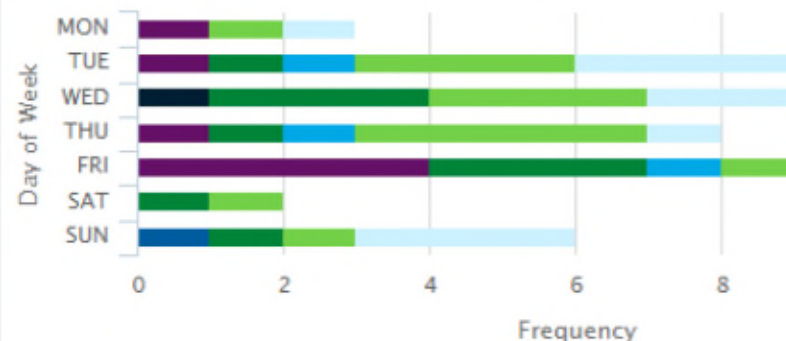
Sign up for crime alerts

Map Data Grid **Analytics** Metadata

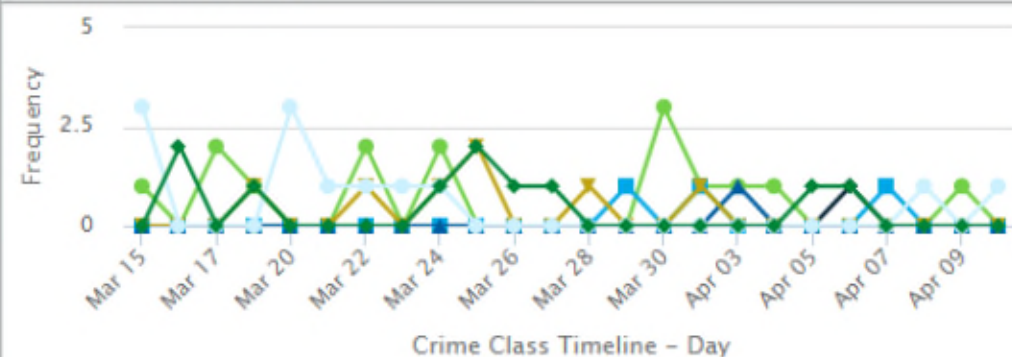
Crime Class



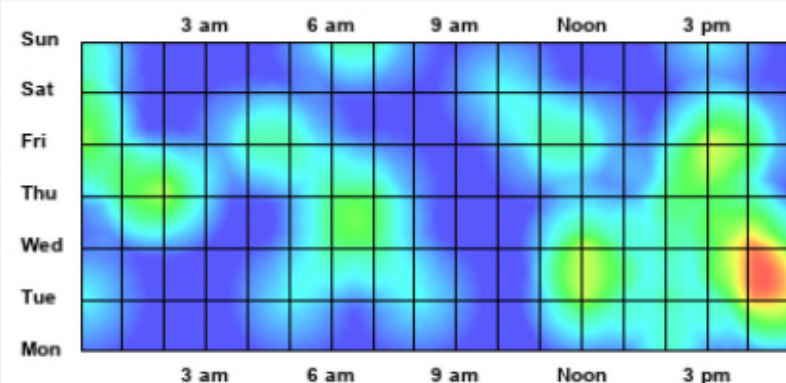
Crime Type by Day of Week - First Day



Crime Class Timeline - Day



Day of Week by Hour (Weighted Method)



Menu

Map Data Grid Analytics Metadata

Map Satellite

Search Address

ADDRESS

7777 Country Club Parkway, Aurora
1600 Pennsylvania Ave, Washington, DC 20500
Go to Address

JUMP TO CITY

Start typing or click the arrow...

BUFFER

On 0.5 miles
 Only display events within buffer

Date Range

Event

Offenders

Note: The Date Range selected above does not filter the Offender data. You can filter by date within the Data Grid.

Sex/ Known Offender
Select All Deselect All

Map data ©2022 Imagery ©2022 CNES / Airbus, Landsat / Copernicus, Maxar Technologies, Sentinel, U.S. Geological Survey, USDA/FPAC/GEO 1 km

The charts below illustrate the City of Aurora’s preliminary major index crime data for the current and prior year. Final crime statistics for the previous year are officially reported to the state and to the FBI in February of each year. So these crime statistics may differ slightly from current FBI reporting for the same years. This may be explained by new investigation results or new evidence that can change the case classification.

APD Citywide Crime Stats through 3rd Quarter (1/1 - 9/30)	2020	2021	% Chg
Major Crimes			
Murder Victims	32	24	25.0%
Sex Assault Victims	219	250	14.2%
Aggravated Assault Victims	1,713	2,054	19.9%
Robbery	583	578	0.9%
Violent Crime Total	2,547	2,906	14.1%
Burglary	1,256	1,321	5.2%
Motor Vehicle Theft	2,596	3,970	52.9%
Larceny	5,453	5,880	7.8%
Property Crime Total	9,305	11,171	20.1%
7 Major Crime Totals	11,852	14,077	18.8%

District 1 approximate area is West of I-225
to Yosemite and North of Hampden to 38th Ave

APD District 1 Crime Stats through 3rd Quarter (1/1 - 9/30)	2020	2021	% Chg
Major Crimes			
Murder Victims (UCR Count)	22	12	45.5%
Sex Assault Victims (UCR Count)	92	120	30.4%
Aggravated Assault Victims (UCR Count)	867	1,005	15.9%
Robbery Incidents (UCR Count)	357	328	8.1%
Violent Crime Total	1,338	1,465	9.5%
Burglary (UCR Count)	584	593	1.5%
Motor Vehicle Theft (UCR Count)	1,164	1,684	44.7%
Larceny (UCR Count)	2,238	2,207	1.4%
Property Crime Total	3,986	4,484	12.5%
7 Major Crime Totals	5,324	5,949	11.7%

District 2 approximate area is East of I-225
and North of Jewell Avenue

APD District 2 Crime Stats through 3rd Quarter (1/1 - 9/30)	2020	2021	% Chg
Major Crimes			
Murder Victims (UCR Count)	6	11	83.3%
Sex Assault Victims (UCR Count)	65	79	21.5%
Aggravated Assault Victims (UCR Count)	575	690	20.0%
Robbery Incidents (UCR Count)	148	174	17.6%
Violent Crime Total	794	954	20.2%
Burglary (UCR Count)	393	429	9.2%
Motor Vehicle Theft (UCR Count)	907	1,511	66.6%
Larceny (UCR Count)	1,800	2,128	18.2%
Property Crime Total	3,100	4,068	31.2%
7 Major Crime Totals	3,894	5,022	29.0%

District 3 approximate area is East of I-225
and South of East Jewell Ave

APD District 3 Crime Stats through 3rd Quarter (1/1 - 9/30)	2020	2021	% Chg
Major Crimes			
Murder Victims (UCR Count)	4	1	75.0%
Sex Assault Victims (UCR Count)	58	49	15.5%
Aggravated Assault Victims (UCR Count)	264	351	33.0%
Robbery Incidents (UCR Count)	78	74	5.1%
Violent Crime Total	404	475	17.6%
Burglary (UCR Count)	273	289	5.9%
Motor Vehicle Theft (UCR Count)	518	765	47.7%
Larceny (UCR Count)	1,369	1,493	9.1%
Property Crime Total	2,160	2,547	17.9%
7 Major Crime Totals	2,564	3,022	17.9%

FINANCIAL REPORT

BLACKSTONE METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
MARCH 31, 2022

**BLACKSTONE METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
MARCH 31, 2022**

	<u>General</u>	<u>Operations Fee</u>	<u>Debt Service - GO Bonds</u>	<u>Debt Service - Revenue</u>	<u>Capital Projects</u>	<u>Capital Projects - Regional Improvement</u>	<u>Total</u>
ASSETS							
1st Bank	\$ 13,996	\$ 228,565	\$ -	\$ -	\$ -	\$ -	\$ 242,561
Colotrust	2,722,806	-	2,289,023	12,789	418,107	22,906	5,465,631
Accounts receivable	-	130,442	-	-	-	-	130,442
Receivable from County Treasurer	54,340	-	63,697	-	-	1,855	119,892
TOTAL ASSETS	<u>\$ 2,791,142</u>	<u>\$ 359,007</u>	<u>\$ 2,352,720</u>	<u>\$ 12,789</u>	<u>\$ 418,107</u>	<u>\$ 24,761</u>	<u>\$ 5,958,526</u>
LIABILITIES AND FUND BALANCES							
LIABILITIES							
Accounts payable	\$ 20,147	\$ 1,302	\$ -	\$ -	\$ 3,031	\$ -	\$ 24,480
Prepaid assessments	-	90,988	-	-	-	-	90,988
Due to SARIA	-	-	-	-	-	24,761	24,761
TOTAL LIABILITIES	<u>20,147</u>	<u>92,290</u>	<u>-</u>	<u>-</u>	<u>3,031</u>	<u>24,761</u>	<u>140,229</u>
FUND BALANCES							
Fund balances	<u>2,770,995</u>	<u>266,717</u>	<u>2,352,720</u>	<u>12,789</u>	<u>415,076</u>	<u>-</u>	<u>5,818,297</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 2,791,142</u>	<u>\$ 359,007</u>	<u>\$ 2,352,720</u>	<u>\$ 12,789</u>	<u>\$ 418,107</u>	<u>\$ 24,761</u>	<u>\$ 5,958,526</u>

**BLACKSTONE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2022**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes	\$ 1,304,232	\$ 632,416	\$ (671,816)	\$ 614,827
Specific ownership taxes	94,925	22,073	(72,852)	23,620
Interest income	1,450	378	(1,072)	194
Other revenue	-	-	-	72
TOTAL REVENUES	<u>1,400,607</u>	<u>654,867</u>	<u>(745,740)</u>	<u>638,713</u>
EXPENDITURES				
Accounting	52,000	9,966	42,034	10,073
Audit	5,100	-	5,100	-
County Treasurer's fee	19,563	9,487	10,076	9,223
Directors' fees	3,500	-	3,500	1,000
Director and meeting expense	2,000	-	2,000	-
Insurance	35,000	33,843	1,157	32,821
Legal	65,000	22,576	42,424	13,833
Miscellaneous	2,000	488	1,512	1,166
Payroll taxes	268	-	268	61
Election expense	40,000	11,332	28,668	-
Website	1,500	600	900	150
Contingency	24,069	-	24,069	-
TOTAL EXPENDITURES	<u>250,000</u>	<u>88,292</u>	<u>161,708</u>	<u>68,327</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	1,150,607	566,575	(584,032)	570,386
OTHER FINANCING SOURCES (USES)				
Transfers to other fund	(1,304,600)	(63,735)	1,240,865	(12,090)
TOTAL OTHER FINANCING SOURCES (USES)	<u>(1,304,600)</u>	<u>(63,735)</u>	<u>1,240,865</u>	<u>(12,090)</u>
NET CHANGE IN FUND BALANCES	(153,993)	502,840	656,833	558,296
FUND BALANCES - BEGINNING	<u>1,529,705</u>	<u>2,268,154</u>	<u>738,449</u>	<u>1,890,549</u>
FUND BALANCES - ENDING	<u>\$ 1,375,712</u>	<u>\$ 2,770,994</u>	<u>\$ 1,395,282</u>	<u>\$ 2,448,845</u>

**BLACKSTONE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2022**

OPERATIONS FEE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Interest income	\$ 150	\$ 1	\$ (149)	\$ 20
Operations fee (homeowners)	561,660	130,988	(430,672)	161,327
Operations fee (vacant lots)	18,228	930	(17,298)	4,557
Other revenue	-	2,799	2,799	-
Working capital	61,000	9,710	(51,290)	6,000
Design review fees	6,000	170	(5,830)	-
Legal collection fees	7,000	165	(6,835)	455
Violations and late fees	6,000	943	(5,057)	-
TOTAL REVENUES	<u>660,038</u>	<u>145,706</u>	<u>(514,332)</u>	<u>172,359</u>
EXPENDITURES				
Legal - collections	7,000	3,974	3,026	5,908
Miscellaneous	3,000	2,091	909	15
Community activities	16,000	-	16,000	-
Design review	6,000	2,523	3,477	1,585
Facilities management - contract	51,000	8,150	42,850	11,632
Facilities management - costs	14,000	4,475	9,525	3,080
Irrigation repairs and improvements	51,000	-	51,000	-
Landscape maintenance - contract	385,000	95,796	289,204	15,655
Landscape improvements	50,000	10,420	39,580	1,200
Tree and shrub replacement	100,000	-	100,000	-
Gas and electric	20,000	2,177	17,823	3,997
Trash removal	153,000	24,614	128,386	33,615
Water - irrigation	128,000	2,944	125,056	1,102
Grounds maintenance	31,000	540	30,460	3,512
Holiday lighting	25,000	-	25,000	1,050
Lighting	11,000	871	10,129	2,759
Playground inspection and repairs	11,000	-	11,000	-
Snow removal	35,000	-	35,000	-
Vandalism	3,000	-	3,000	650
Contingency	38,000	-	38,000	-
TOTAL EXPENDITURES	<u>1,138,000</u>	<u>158,575</u>	<u>979,425</u>	<u>85,760</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(477,962)	(12,869)	465,093	86,599
OTHER FINANCING SOURCES (USES)				
Transfers from other funds	205,000	63,735	(141,265)	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>205,000</u>	<u>63,735</u>	<u>(141,265)</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	(272,962)	50,866	323,828	86,599
FUND BALANCES - BEGINNING	<u>294,186</u>	<u>215,850</u>	<u>(78,336)</u>	<u>300,936</u>
FUND BALANCES - ENDING	<u>\$ 21,224</u>	<u>\$ 266,716</u>	<u>\$ 245,492</u>	<u>\$ 387,535</u>

SUPPLEMENTARY INFORMATION

**BLACKSTONE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2022**

DEBT SERVICE - GO BONDS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes	\$ 1,537,130	\$ 745,348	\$ (791,782)	\$ 717,299
Specific ownership taxes	107,599	25,020	(82,579)	26,571
Interest income	1,600	285	(1,315)	205
TOTAL REVENUES	<u>1,646,329</u>	<u>770,653</u>	<u>(875,676)</u>	<u>744,075</u>
EXPENDITURES				
County Treasurer's fee	23,057	11,181	11,876	10,760
Paying agent fees	450	-	450	-
Bond interest - Series 2017	1,102,925	-	1,102,925	-
Bond principal - Series 2017	420,000	-	420,000	-
Contingency	6,568	-	6,568	-
TOTAL EXPENDITURES	<u>1,553,000</u>	<u>11,181</u>	<u>1,541,819</u>	<u>10,760</u>
NET CHANGE IN FUND BALANCES	93,329	759,472	666,143	733,315
FUND BALANCES - BEGINNING	<u>1,564,547</u>	<u>1,593,247</u>	<u>28,700</u>	<u>1,755,726</u>
FUND BALANCES - ENDING	<u>\$ 1,657,876</u>	<u>\$ 2,352,719</u>	<u>\$ 694,843</u>	<u>\$ 2,489,041</u>

**BLACKSTONE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2022**

DEBT SERVICE - REVENUE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
TOTAL EXPENDITURES				
NET CHANGE IN FUND BALANCES	-	-	-	-
FUND BALANCES - BEGINNING	-	12,789	12,789	-
FUND BALANCES - ENDING	\$ -	\$ 12,789	\$ 12,789	\$ -

**BLACKSTONE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2022**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Interest income	\$ 400	\$ 71	\$ (329)	\$ -
TOTAL REVENUES	<u>400</u>	<u>71</u>	<u>(329)</u>	<u>-</u>
EXPENDITURES				
Legal	-	144	(144)	-
Monumentation	-	-	-	12,090
Entryways	-	18,040	(18,040)	-
Lighting	-	16,813	(16,813)	-
Capital outlay	1,000,000	-	1,000,000	-
TOTAL EXPENDITURES	<u>1,000,000</u>	<u>34,997</u>	<u>965,003</u>	<u>12,090</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(999,600)	(34,926)	964,674	(12,090)
OTHER FINANCING SOURCES (USES)				
Transfers from other funds	1,099,600	-	(1,099,600)	12,090
TOTAL OTHER FINANCING SOURCES (USES)	<u>1,099,600</u>	<u>-</u>	<u>(1,099,600)</u>	<u>12,090</u>
NET CHANGE IN FUND BALANCES	100,000	(34,926)	(134,926)	-
FUND BALANCES - BEGINNING	<u>350,000</u>	<u>450,001</u>	<u>100,001</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ 450,000</u>	<u>\$ 415,075</u>	<u>\$ (34,925)</u>	<u>\$ -</u>

**BLACKSTONE METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE THREE MONTHS ENDED MARCH 31, 2022**

CAPITAL PROJECTS - REGIONAL IMPROVEMENT FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes - Regional mill levy	\$ 51,843	\$ 25,138	\$ (26,705)	\$ 22,810
TOTAL REVENUES	<u>51,843</u>	<u>25,138</u>	<u>(26,705)</u>	<u>22,810</u>
EXPENDITURES				
County Treasurer's fee	778	377	401	342
Regional mill levy - Payment to SARIA	51,065	24,761	26,304	18,642
TOTAL EXPENDITURES	<u>51,843</u>	<u>25,138</u>	<u>26,705</u>	<u>18,984</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	-	-	3,826
OTHER FINANCING SOURCES (USES)				
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	-	-	-	3,826
FUND BALANCES - BEGINNING	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,826</u>

**BLACKSTONE METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for Arapahoe County on November 27, 2002, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District operates under a Second Amended and Restated Service Plan approved on July 26, 2010.

The District was established to provide sanitation, water, streets, traffic and safety controls, parks and recreation, and other related improvements for the benefit of the taxpayers and service users within the Districts' boundaries.

As of December 31, 2015, the District had remaining voted debt authorization of approximately \$1,981,510,000. The District has not budgeted to issue any new debt during 2022. Per the District's Service Plan, the District cannot issue debt in excess of \$100,000,000.

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.

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 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 method of calculating assessed valuation of residential assessment rates in the State of Colorado changed to 7.15% from 7.20% for property tax years 2019-2020 on June 10, 2019 with a report submitted to the State Board of Equalization. Accordingly, the ARI mill levy increased to 1.113 from 1.105 mills and will remain at this amount for 2022.

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.

**BLACKSTONE METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Aurora Regional Improvements Mill Levy

Pursuant to the Service Plan, which is dated August 6, 2004, the District is required to impose a 1.000 mill levy for payment of the planning, designing, permitting, construction, acquisition and financing of the regional improvements described in the ARI Master Plan. The ARI Master Plan is one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time. The District is a participant in the South Aurora Regional Improvement Authority. Revenues collected and held under the ARI mill levy will be held in a segregated account for the benefit of the Authority.

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 7.0% of the property taxes collected.

Operations Fee

The District imposes a monthly operations fee on homeowners and vacant lot owners. The fee varies between the two types of owners based on applicable costs to operate the landscape and maintenance of the District property. The fees and associated expenditures are tracked in the Operations Fee fund.

Interest Income

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

Expenditures

General, Administrative, and Operations Expenditures

Administrative expenditures include the services necessary to maintain the District's administrative viability such as legal, accounting, audit, managerial, insurance, banking, meeting expense and other administrative expenses. Additionally, the operations expenditures to maintain District property are detailed in the Operations Fee fund.

County Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections.

Capital Outlay

The District anticipates infrastructure improvements as displayed on page 6 of the Budget.

**BLACKSTONE METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures (continued)

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2017 General Obligation Refunding Bonds. The District's current debt service schedule is attached.

See related notes below under Debt and Leases.

Debt and Leases

On June 6, 2017 the District issued General Obligation Refunding Bonds Series 2017 in the amount of \$27,415,000. The proceeds from the sale of the 2017 Bonds were used to (i) refund the District's outstanding Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds, Series 2005A, (ii) fund an initial deposit of \$1,000,000 to the Surplus Account, and (iii) pay certain costs of issuance of the Bonds.

The Series 2017 Bonds bear interest at rates ranging from 2.375% to 5.000%, payable semi-annually on June 1 and December 1, beginning on December 1, 2017. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2019. The Series 2017 Bonds mature on December 1, 2047. The Series 2017 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity.

The Series 2017 Bonds are a general obligation of the District. The full faith and credit of the District are pledged for the payment of the principal of, premium, if any and interest on the Bonds. Without limiting the foregoing, the Pledged Revenue is pledged to the payment of the Bonds, on a parity with Parity Bonds, if any. "Pledged Revenue" is defined in the Bond Resolution to mean: (i) all amounts derived by the District from imposition of the Required Mill Levy and, to the extent not applied to the payment or refunding of the Series 2005A Bonds, the debt service mill levy imposed by the District in 2016 (less costs of collection and any tax refunds or abatements authorized by or on behalf of the County); and (ii) Specific Ownership Taxes. The Series 2017 Bonds are secured by amounts held by the District in the Surplus Account, if any. All of the Series 2017 Bonds shall be additionally secured by a Bond Insurance Policy issued by National Public Finance Guarantee Corp, rated A by Standard & Poor's.

The District has no operating or capital leases.

**BLACKSTONE METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases – (continued)

The following is an analysis of anticipated changes in the District’s long-term obligations, subordinate to the Senior Bonds, for the years ending December 31, 2020 and 2021.

	Balance - December 31, 2020	Additions	Retirement of Long-Term Obligations	Balance - December 31, 2021
Reimbursement Agreements				
Lennar - Capital	\$ 15,530,600	\$ -	\$ (15,530,600)	\$ -
Lennar - Capital - Interest	15,774,592	-	(15,774,592)	-
MS Rialto - Capital	787,397	-	-	787,397
MS Rialto - Capital - Interest	668,677	55,118	-	723,795
MS Rialto - Operations	414,611	-	-	414,611
MS Rialto - Operations - Interest	318,738	29,023	-	347,761
Total	<u>\$ 33,494,615</u>	<u>\$ 84,141</u>	<u>\$ (31,305,192)</u>	<u>\$ 2,273,564</u>

	Balance - December 31, 2021	Additions	Retirement of Long-Term Obligations	Balance - December 31, 2022
Reimbursement Agreements				
MS Rialto - Capital	\$ 787,397	\$ -	\$ (787,397)	\$ -
MS Rialto - Capital - Interest	723,795	55,118	(778,913)	-
MS Rialto - Operations	414,611	-	(414,611)	-
MS Rialto - Operations - Interest	347,761	29,023	(376,784)	-
Total	<u>\$ 2,273,564</u>	<u>\$ 84,141</u>	<u>\$ (2,357,705)</u>	<u>\$ -</u>

Reserves

Emergency Reserves

The District has provided an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2022, as defined under TABOR.

**BLACKSTONE METROPOLITAN DISTRICT
FKA - HIGH PLAINS METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

\$27,415,000

**General Obligation Refunding Bonds
Series 2017**

Dated June 6, 2017

**Rates ranging from 2.375% to 5.000%
Interest Payable June 1 and December 1
Principal Due December 1**

**Bonds and Interest
Maturing in the Year
Ending December 31,**

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 420,000	\$ 1,102,925	\$ 1,522,925
2023	450,000	1,086,125	1,536,125
2024	500,000	1,068,125	1,568,125
2025	520,000	1,048,125	1,568,125
2026	565,000	1,035,775	1,600,775
2027	595,000	1,007,525	1,602,525
2028	655,000	977,775	1,632,775
2029	685,000	945,025	1,630,025
2030	755,000	910,775	1,665,775
2031	780,000	886,237	1,666,237
2032	835,000	860,888	1,695,888
2033	865,000	833,750	1,698,750
2034	940,000	790,500	1,730,500
2035	990,000	743,500	1,733,500
2036	1,070,000	694,000	1,764,000
2037	1,115,000	651,200	1,766,200
2038	1,195,000	606,600	1,801,600
2039	1,245,000	558,800	1,803,800
2040	1,330,000	509,000	1,839,000
2041	1,380,000	455,800	1,835,800
2042	1,475,000	400,600	1,875,600
2043	1,535,000	341,600	1,876,600
2044	1,630,000	280,200	1,910,200
2045	1,695,000	215,000	1,910,000
2046	1,805,000	147,200	1,952,200
2047	1,875,000	75,000	1,950,000
	<u>\$ 26,905,000</u>	<u>\$ 18,232,050</u>	<u>\$ 45,137,050</u>

BLACKSTONE METROPOLITAN DISTRICT
Property Taxes Reconciliation
2022

	Current Year								Prior Year			
	Property Taxes	Delinquent Taxes, Rebates & 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	YTD
January	\$ 34,766.49	\$ -	\$ 14,307.85	\$ -	\$ (521.50)	\$ -	\$ 48,552.84	1.20%	1.20%	\$ 44,165.86	0.52%	0.52%
February	1,263,035.96	-	16,463.69	-	(18,945.54)	-	1,260,554.11	43.66%	44.86%	1,094,422.83	40.97%	41.49%
March	105,100.15	-	16,322.20	46.87	(1,577.21)	-	119,892.01	3.63%	48.49%	246,292.88	4.21%	45.71%
April	-	-	-	-	-	-	-	0.00%	48.49%	262,344.17	13.29%	58.99%
May	-	-	-	-	-	-	-	0.00%	48.49%	121,071.35	2.71%	61.70%
June	-	-	-	-	-	-	-	0.00%	48.49%	1,070,088.63	37.24%	98.94%
July	-	-	-	-	-	-	-	0.00%	48.49%	48,040.98	0.26%	99.20%
August	-	-	-	-	-	-	-	0.00%	48.49%	24,857.45	0.00%	99.20%
September	-	-	-	-	-	-	-	0.00%	48.49%	25,220.23	0.31%	99.51%
October	-	-	-	-	-	-	-	0.00%	48.49%	15,621.17	0.32%	99.83%
November	-	-	-	-	-	-	-	0.00%	48.49%	26,428.78	0.23%	100.06%
December	-	-	-	-	-	-	-	0.00%	48.49%	15,971.62	-0.08%	99.98%
\$	1,402,902.60	\$ -	\$ 47,093.74	\$ 46.87	\$ (21,044.25)	\$ -	\$ 1,428,998.96	48.49%	48.49%	\$ 2,994,525.95	99.98%	99.98%

	Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied
Property Tax				
General Fund	\$ 1,304,232.00	45.08%	\$ 632,416.32	48.49%
Debt Service Fund	1,537,130.00	53.13%	745,347.79	48.49%
Regional	51,843.00	1.79%	25,138.49	48.49%
\$	2,893,205.00	100.00%	\$ 1,402,902.60	

Specific Ownership Tax

General Fund	\$ 94,925.00	46.87%	\$ 22,073.31	23.25%
Debt Service Fund	107,599.00	53.13%	25,020.43	23.25%
\$	202,524.00	100.00%	\$ 47,093.74	

Treasurer's Fees

General Fund	\$ 19,563.00	45.08%	\$ 9,486.58	48.49%
Debt Service Fund	23,057.00	53.13%	11,180.59	48.49%
Regional	778.00	1.79%	377.08	48.47%
\$	43,398.00	100.00%	\$ 21,044.25	

Due To SARIA From 2021	\$ 283.85
Pledged Ptax Collected	24,761.41
Payments to SARIA	283.85
Due To SARIA	\$ 24,761.41

Blackstone Metropolitan District
Schedule of Cash Position
March 31, 2022
Updated as of April 13, 2022

	<u>General Fund</u>	<u>Special Revenue Fee Fund</u>	<u>Debt Service Fund GO Bonds</u>	<u>Debt Service Fund Revenue</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Regional Imprvmt</u>	<u>Total</u>
<u>1st Bank - Checking</u>							
Balance as of 3/31/22	\$ 13,995.66	\$ 228,565.41	\$ -	\$ -	\$ -	\$ -	\$ 242,561.07
Subsequent activity:							-
04/02/22 - Aurora Water Autopay	-	(210.72)	-	-	-	-	(210.72)
04/06/22 - Xcel Energy Autopay	-	(1,016.91)	-	-	-	-	(1,016.91)
<i>Anticipated Balance</i>	<u>13,995.66</u>	<u>227,337.78</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>241,333.44</u>
<u>Colotrust - Savings Account</u>							
Balance as of 3/31/22	\$ 2,722,806.19	\$ -	\$ 2,289,022.72	\$ 12,788.76	\$ 418,107.07	\$ 22,906.37	\$ 5,465,631.11
Subsequent activity:							
04/10/22 - Property Tax Deposit (March)	54,339.57	-	63,697.40	-	-	1,855.04	119,892.01
Surplus fund	-	-	(1,000,000.00)	-	-	-	(1,000,000.00)
<i>Anticipated Transfer to SARLA</i>	-	-	-	-	-	(24,761.41)	(24,761.41)
<i>Anticipated Balance</i>	<u>2,777,145.76</u>	<u>-</u>	<u>1,352,720.12</u>	<u>12,788.76</u>	<u>418,107.07</u>	<u>-</u>	<u>4,560,761.71</u>
<i>Total by fund</i>	<u>\$ 2,791,141.42</u>	<u>\$ 227,337.78</u>	<u>\$ 1,352,720.12</u>	<u>\$ 12,788.76</u>	<u>\$ 418,107.07</u>	<u>\$ -</u>	<u>\$ 4,802,095.15</u>

Yield Information:

Colotrust Prime (March 2022) - .1001%

Blackstone Metro District Interim Claims List 3/17/22 - 4/14/22

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
3/17/2022	Altitude Community Law P.C.	852451	\$ 165.00
3/17/2022	CliftonLarsonAllen LLP	3173152	3059.05
3/17/2022	Design Concepts	21017	7062
3/17/2022	Full Spectrum Lighting, Inc.	Multiple	16912.85
3/17/2022	Heatherly Creative,LLC	7	600
3/17/2022	Idea Law Group LLC	Multiple	2321
3/17/2022	Landtech Contractors, Inc	Multiple	42352
3/17/2022	Lee Design Group LLC	BST22/01	410
3/17/2022	Pet Scoop, Inc.	394824	270
3/17/2022	Sequoia Golf Blackstone Country Club	HPMD0133	1402.12
3/17/2022	Special District Association of Colo	2022 Dues	487.5
3/17/2022	Waste Management of Denver	1639518-0178-2	12408.22
3/17/2022	Westwind Management Group LLC	Multiple	4342.05
3/17/2022	White Bear Ankele Tanaka & Waldron	Multiple	12016.39
3/17/2022	Xcel Energy	53-8016149-9	1010.58
		Total	\$ 104,818.76



CliftonLarsonAllen LLP
8390 East Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
phone 303-779-5710 fax 303-779-0348
CLAconnect.com

February 21, 2022

Board of Directors
BLACKSTONE METROPOLITAN DISTRICT
8390 E. Crescent Pkwy., Ste. 300
Greenwood Village, CO 80111

Dear Board of Directors:

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for BLACKSTONE METROPOLITAN DISTRICT (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

Scope of professional services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

Board of director responsibilities

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its roll in management of the district.

Responsibilities and limitations related to nonattest services

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

Limitation of remedies

You agree that in no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

CLA shall be authorized to the following cash access services:

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
 - Paper checks – we will prepare the checks for your approval and wet ink signature.
 - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments.



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- ACH/Wire – we will use this method as needed/as requested, with your approval.

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately.
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above.
- Take deposits to the bank that include cash.
- If applicable, have access to cash-in-kind assets, such as coupons.
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function.

Board of Directors’ responsibilities relevant to CLA’s access to your cash

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then board of directors will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

Other provisions

Except as expressly permitted by the “Consent” section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from



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disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 *et seq.*, C.R.S. (“CORA”).

Insurance:

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers’ Compensation Insurance.
- B. Commercial General Liability Insurance.
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability.
- E. Network Security (Cyber) Liability Insurance.
- F. Excess/Umbrella Liability Coverage.

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district’s assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district’s behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted



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by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

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. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this MSA 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 MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

Governmental Immunity

Nothing in this MSA shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the district, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the district and, in particular, governmental immunity afforded or available to the district pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

No Third-Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

Personal Identifying Information

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

CLA agrees to report within twenty-four (24) hours to the district’s board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA “Data Security Incident” is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of BLACKSTONE METROPOLITAN DISTRICT information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Counterpart Execution

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Electronic Signatures

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

MSA Modification

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

Termination of MSA

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings,



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negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

Sincerely,

CliftonLarsonAllen LLP



Carrie Bartow, CPA
Principal
Carrie.bartow@CLAconnect.com

Response:

This agreement correctly sets forth the understanding of BLACKSTONE METROPOLITAN DISTRICT.

APPROVED:

Signature

Title

Date



CliftonLarsonAllen LLP
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Special Districts Preparation SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Blackstone Metro District (“you” and “your”) dated February 21, 2022. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Carrie Bartow, CPA is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
 - Cash receipts journal
 - Cash disbursements journal
 - General ledger
 - Accounts receivable journals and ledgers
 - Deposits with banks and financial institutions
 - Schedule of disbursements
 - Bank account reconciliations
 - Investment records
 - Detailed development fee records
 - Process accounts payable including the preparation and issuance of checks for approval by a designated individual
 - Prepare billings, record billings, enter cash receipts, and track revenues
 - Reconcile certain accounts regularly and prepare journal entries
 - Prepare depreciation schedules



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- Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
- Prepare a schedule of cash position to manage the district’s cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district’s board of directors.
- Prepare the annual budget and assist with the filing of the annual budget – additional information is provided below.
- Assist the district’s board of directors in monitoring actual expenditures against appropriation/budget.
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district’s auditors.
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Review claims for reimbursement from related parties prior to the board of directors’ review and approval.
- Read supporting documentation related to the district’s acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements’ requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.
- Attend board meetings as requested.
- Be available during the year to consult with you on any accounting matters related to the district.
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors.
- Develop and track key business metrics as requested and review periodically with the board of directors.
- Document accounting processes and procedures
- Continue process and procedure improvement implementation

- Report and manage cash flows
- Assist with bank communications.
- Perform other nonattest services.

Compilation services

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

Preparation services – financial statements

We will prepare the monthly/quarterly/as requested financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services - annual

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district’s auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management’s knowledge and belief, the entity’s expected financial position, results of operations, and cash flows for the forecast period. It is based on management’s assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.



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Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a. Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b. As requested, apply accounting and financial reporting expertise to assist you in the presentation of your monthly/quarterly/as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c. Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d. Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
- e. If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f. If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the

Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation, the Application for Exemption from Audit (if an audit is not required), we will not issue reports on budget, the Application for Exemption from Audit as a result of this engagement.

No assurance statements

The monthly/quarterly/as requested financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: “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 if applicable, For best business type activities the Statement of Cash Flows has been omitted”.

If an audit is required, the year-end financial statements prepared for use by the district’s auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from



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Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b. The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c. The presentation of the supplementary information.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the entity complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h. To provide us with the following:
 - i. Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
 - ii. Additional information that may be requested for the purpose of the engagement.
 - iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the Board Treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$425
Chief Financial Officer	\$200 - \$385
Controller	\$180 - \$250
Senior	\$140 - \$180
Staff	\$ 80 - \$150
Administrative support	\$ 80 - \$120

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

Use of financial statements, the annual budget, the Application for Exemption from Audit

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute



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information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the “Act”). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)

Unlawful employees, contractors, and subcontractors

We shall not knowingly employ or contract with a worker without authorization to perform work under this contract. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contract. [CRS 8-17.5-102(2)(a)(I) and (II)]

Verification regarding workers without authorization

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ and contract workers without authorization.

Limitation regarding E-Verify Program and the Department Program

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

Duty to terminate a subcontractor and exceptions

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

Duty to comply with state investigation

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP



Carrie Bartow, CPA
Principal
Carrie.bartow@CLAconnect.com

APPROVED:

Signature

Title

Date



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Payroll Services SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Blackstone Metro District (“you” and “your”) dated February 21, 2022. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of payroll preparation services

We will provide the following payroll preparation services from information you provide:

- For each pay period:
 - Perform payroll calculations
 - Prepare payroll checks or pay-stubs in the case of direct deposit of employee net pay
 - Initiate electronic transfer of funds for employee net pay and payroll tax deposit liabilities
 - Processing retirement plan contribution payments
 - Preparation of retirement plan and other census information
- Prepare the following government forms annually for each calendar year-end (may be filed electronically):
 - All copies of required forms W-2 and W-3
 - Form 940 – Employers Annual Federal Unemployment Tax Return, if applicable
 - Form 943 – Employers Annual Tax Return for Agricultural Employees
 - All necessary state forms, if applicable
- If applicable, prepare the following government reporting forms for each calendar quarter-end (may be filed electronically):
 - Form 941 – Employers Quarterly Tax Return
 - State Employers Quarterly Withholding Return
 - State Employers Quarterly Unemployment Tax Return (SUTA)
 - Initiate electronic funds transfer for quarterly Federal Unemployment Tax (FUTA) liability
- Cash access services related to payroll services

- Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of your officer(s) who are responsible for signing checks and bank drafts on your behalf.
- Obtain access to electronic signatures or signatures embedded into cloud-based software for the purpose of drafting payments on your behalf.
- Prepare checks to be drawn upon your bank account(s) and to use the above noted methods to thereby finally approve such checks for payment by the corresponding bank(s).
- Initiate the direct deposit of employee net pay from funds drawn upon your bank account(s).
- The following services would impair independence
 - Accept responsibility to authorize payment of client funds, electronically or otherwise, except as specifically provided for with respect to electronic payroll tax payments.
 - Accept responsibility to sign or cosign client checks, even if only in emergency situations.
 - Maintain a client’s bank account or otherwise have custody of a client’s funds or make credit for banking decisions for the client.

Our responsibility to you and limitations of the payroll services

We will prepare the entity’s federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the payroll and related returns, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our payroll preparation services that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our payroll preparation services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity’s payroll that we may not identify as a result of misrepresentations made to us by you.

Our payroll preparation services will include electronically transmitting information to taxing authorities and your financial institution to facilitate the electronic transfer of funds. Authorizations for us to provide these services will be made in separate communications.

Our payroll preparation services will include transmitting federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf. Authorizations for us to provide these services will be made in separate communications.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and returns. We will have no obligations with regard to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us. All

necessary information should be provided to us within two days of the close of each payroll period or no later than two days prior to your payroll check date. A list of information we will require and the dates required will be provided in a separate communication.

For all nonattest services we may provide to you, including these payroll services, management agrees to assume all management responsibilities; oversee the services; by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls.
- Careful review of paychecks or pay-stubs, and payroll journals for each periodic payroll.
- Accuracy of information used in the preparation and filing of all government forms.
- Review and pre-approval of each electronic funds transfer initiated on your behalf for employee net pay amounts, payroll tax and withholding liabilities, and related benefit amounts.

You are responsible to carefully review the paper returns that we prepare on your behalf before signing and submitting them to tax authorities. You are responsible to review the paper copies of payroll forms and tax returns that were filed electronically on your behalf. We will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

You are also responsible for the payment of payroll tax and withholding liabilities. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasury Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at <http://www.americanpayroll.org/weblink/statelocal-wider/>.

Your responsibilities relevant to CLA's access to your cash

Someone with management authority is responsible for the processes below. All approvals listed must be documented in writing, either electronically or manually:

- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all payroll runs prior to cash being committed.

Fees

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees

billed. Other than annual adjustments reflecting inflation, our professional fees will not fluctuate unless there is a significant change in the number of employees, taxing jurisdictions, or in the services you wish for us to provide. If such changes should occur, we will discuss any fee adjustments with you prior to making any changes to your billing. Lastly, any additional forms that you would like us to complete will be charged at an hourly fee.

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are examples of services considered to be outside the scope of our engagement. We will bill you for additional services you would like us to provide at an hourly fee at periodic dates after the additional service has been performed.

- Reprocessing for corrected information provided to us subsequent to original payroll
- Preparation of non-standard reports
- Calculation of fringe benefit additions
- Processing retirement plan contribution payments
- Preparation of retirement plan and other census information
- Responding to workers compensation insurance audits
- Responding to employment verification requests
- Preparation of additional state tax registrations
- Preparation of amended payroll tax returns
- Responding to tax notices

Tax examinations

All government forms and returns are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you. Services in connection with tax examinations are not included in our fee for preparation of your payroll returns. Our fee for such services will be billed to you separately, along with any direct costs.

Record retention

You are responsible for retaining all documents, records, payroll journals, canceled checks, receipts, or other evidence in support of information and amounts reported in your payroll records and on your quarterly and calendar year-end payroll forms and tax returns. These items may be necessary in the event the taxing authority examines or challenges your returns. These records should be kept for at least seven years. Your copy of the payroll forms and tax returns should be retained indefinitely.

In preparing the payrolls, payroll forms, and tax returns, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your payrolls and related forms and tax returns will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of the entity.

Tax consulting services

This SOW also covers tax consulting services that may arise for which the entity seeks our consultation and advice, both written and oral, that are not the subject of a separate SOW. These additional services are not included in our fees for the preparation of the payroll and related federal and state forms and tax returns.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax law, tax regulations, and other tax authorities, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for the entity's information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax law and regulations, or to the related judicial and administrative interpretations.

Communications and confidentiality

CLA will hold the information supplied by the entity to us in confidence and CLA will not disclose it to any other person or party, unless the entity authorizes us to do so, it is published or released by the entity, or it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine

whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes the entity name and address as well as the business and financial information you provided to us.

By signing and dating this SOW, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice. If you do not wish to authorize such use, please strike out this paragraph prior to signing the SOW.

Legal compliance

The entity agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the entity or the entity's business, including the accuracy and lawfulness of any reports the entity submits to any government regulator, authority, or agency. The entity also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the entity to any governmental or regulatory body, or for any insurance reimbursement in the event that the entity is requested to do so by any lawful authority. CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP



Carrie Bartow, CPA

Principal

Carrie.Bartow@CLAconnect.com

Response:

This letter correctly sets forth the understanding of Blackstone Metro District.

APPROVED:

Signature

Title

Date

LEGAL REPORT

WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS
BLAIR M. DICKHONER
GEORGE M. ROWLEY



OF COUNSEL:
KRISTEN D. BEAR
K. SEAN ALLEN
TRISHA K. HARRIS
ZACHARY P. WHITE
HEATHER L. HARTUNG
MEGAN J. MURPHY

EVE M. G. VELASCO
AUDREY G. JOHNSON
CAREY S. SMITH V
ERIN K. STUTZ
JON L. WAGNER
NELSON G. DUNFORD
RUTH O. BORNE

April 14, 2022

VIA E-MAIL

Board of Directors
Blackstone Metropolitan District
c/o Sabrina Lopez, District Manager
Westwind Management Group
27 Inverness Drive East
Englewood, Colorado 80112

Re: Consent Regarding Transaction Based Conflict of Interest with Respect to the Issuance of Bonds by the South Aurora Regional Improvement Authority

Dear Directors:

White Bear Ankele Tanaka & Waldron (“WBA”) currently serves as general counsel to several districts that are members of the South Aurora Regional Improvement Authority (“SARIA”) pursuant to the South Aurora Regional Improvement Authority Establishment Agreement dated July 10, 2017, as amended by that First Amendment to the South Aurora Regional Authority Establishment Agreement dated October 8, 2018 (collectively, the “Establishment Agreement”). These districts include: the Beacon Point Metropolitan District (“Beacon Point”), Blackstone Metropolitan District (“Blackstone”), Forest Trace Metropolitan District Nos. 1-3 (collectively, “Forest Trace”), Inspiration Metropolitan District (“Inspiration”), Kings Point South Metropolitan District Nos. 1 & 2 (collectively, “Kings Point”), Southlands Metropolitan District No. 2 (“Southlands”), Senac South Metropolitan District Nos. 1-4 (collectively, “Senac South”) and Wheatlands Metropolitan District (“Wheatlands” and together with Beacon Point, Blackstone, Forest Trace, Inspiration, Kings Point, Southlands and Senac South, collectively, the “Clients”). The Clients have separately engaged WBA to conduct due diligence in connection with the issuance of Taxable Special Revenue Bonds, Series 2022A, Capital Appreciation Special Revenue Bonds, Series 2022B and Subordinate Special Revenue Bonds, Series 2022C by SARIA and to provide the opinions as noted in the special bond fee disclosures letters provided to the Clients (collectively, the “Transaction”).

Pursuant to Colorado Rules of Professional Conduct (“CRPC”) Rule 1.7, Conflict of Interest: Current Clients, a lawyer may not represent a client if the representation involves a concurrent conflict of interest unless: (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and (4) each affected client gives informed consent, confirmed in writing.

A concurrent conflict of interest exists if either (i) the representation of one client will be directly adverse to another client, or (ii) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

Informed consent is an agreement by a client to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct. (Rule 1.0, CRPC).

Pursuant to Rule 1.7, Note 28,

[C]ommon representation is permissible where the clients are generally aligned in interest even though there is some difference in interest among them. Thus, a lawyer may seek to establish or adjust a relationship between clients on an amicable and mutually advantageous basis; for example, in helping to organize a business in which two or more clients are entrepreneurs, working out the financial reorganization of an enterprise in which two or more clients have an interest or arranging a property distribution in settlement of an estate. The lawyer seeks to resolve potentially adverse interests by developing the parties' mutual interests. Otherwise, each party might have to obtain separate representation, with the possibility of incurring additional cost, complication or even litigation. Given these and other relevant factors, the clients may prefer that the lawyer act for all of them.

Based on our understanding of the proposed due diligence and substance of the opinions required in relation to the Transaction, we do not believe that a concurrent conflict of interest exists with respect to WBA providing due diligence and opinions related to the Transaction. However, we believe it is important to inform the Clients of WBA’s relationship with each of the Clients in writing, and advise the Clients of their right to obtain independent counsel with respect to the Transaction. Should any of the Clients desire to retain independent counsel, we would be happy to provide contact information for other law firms.

It is possible that developments in the course of conducting the due diligence and preparing the opinions could cause one or more of the Clients or WBA to conclude that the interests of one or more of the Clients are in conflict and that it would not be appropriate for WBA to continue to

represent one or more of the Clients. If this were to occur, the Clients and WBA would have to make a judgment whether WBA could continue to represent the Clients under the terms of this consent or whether WBA would be obligated to withdraw from representing one or more of the Clients, but only with respect to the matter that has created the conflict of interest. If this were to occur, WBA will assist the Clients in finding alternative legal counsel. Although WBA would take all available steps to avoid any prejudice that could result from such withdrawal, some adverse impacts may be unavoidable. For example, new counsel would not initially be as familiar with the Clients as WBA and the time required to educate new counsel could lead to delays.

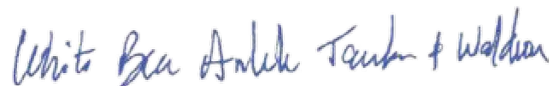
In addition, in the unlikely event that litigation or another form of formal dispute resolution were to arise in connection with the Transaction, WBA will not be able to represent any of the Clients in such litigation or formal dispute resolution. WBA will continue to serve as legal counsel to the Clients in matters unrelated to the disputed matter.

Based on our discussions, it is our understanding that you consent to our representation in connection with the Transaction on behalf of the Clients. If so, please confirm by signing and dating the acknowledgement of this letter and returning it to me *via* email (cwaldron@wbapc.com). If you have any questions or wish to discuss the matter further, please do not hesitate to contact me.

Should you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON

A handwritten signature in blue ink that reads "White Bear Ankele Tanaka & Waldron".

Enclosure

Blackstone Metropolitan District

April 14, 2022

Page 4

Accepted and agreed to this _____ day of April, 2022.

Blackstone Metropolitan District understands the potential conflict of interest described in this letter and provides its informed consent to WBA's continued representation of Beacon Point Metropolitan District, Forest Trace Metropolitan District Nos. 1-3, Inspiration Metropolitan District, Kings Point South Metropolitan District Nos. 1 & 2, Southlands Metropolitan District No. 2, Senac South Metropolitan District Nos. 1-4, and Wheatlands Metropolitan District in the Transaction.

Blackstone Metropolitan District

By: _____
Signature

Printed Name: _____

Position: _____

Date: _____

WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS
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RUTH O. BORNE

April 14, 2022

Board of Directors
Blackstone Metropolitan District
c/o Sabrina Lopez, District Manager
Westwind Management Group
27 Inverness Drive East
Englewood, Colorado 80112

Re: Special Disclosure of Costs for Legal Services in Connection with Issuance of the Taxable Special Revenue Bonds, Series 2022A, Capital Appreciation Special Revenue Bonds, Series 2022B and Subordinate Special Revenue Bonds, Series 2022C by the South Aurora Regional Improvement Authority

Dear Board of Directors:

White Bear Ankele Tanaka & Waldron (“**WBA**”) currently serves as general counsel to Blackstone Metropolitan District (the “**District**”) pursuant to an engagement letter dated November 15, 2018 that defines the scope of WBA’s engagement for general counsel legal services (the “**Engagement**”). The Engagement states that fees for our services are paid monthly based on hours of service provided and other factors set forth in the Engagement. The purpose of this letter is to confirm the terms of a special fee arrangement regarding WBA’s work in connection with the expected issuance by the South Aurora Regional Improvement Authority (the “**Authority**”) of its Taxable Special Revenue Bonds, Series 2022A (the “**Series 2022A Bonds**”), the Capital Appreciation Special Revenue Bonds, Series 2022B (the “**Series 2022B Bonds**”) and the Subordinate Special Revenue Bonds, Series 2022C (the “**Series 2022C Bonds**” and, together with the Series 2022A Bonds and Series 2022B Bonds, are referred to collectively as the “**Bonds**” and/or the “**Transaction**”). This letter is also intended to describe the roles of WBA and various other professionals expected to be involved in the Transaction. Due to the nature of this type of Transaction, fees for all professionals are usually paid at closing; however, our Engagement provides for monthly billing and payment, followed, typically, by reimbursement to the District for our fees from closing proceeds. This letter discloses a special billing arrangement for our fees to provide a measure of certainty to the District regarding the costs of the Transaction. Other than as specifically noted herein, this letter is not intended to alter any of the provisions of the Engagement.

The effort to close the Transaction may involve the work of several professionals outside WBA including: (i) an investment banker (the “**Underwriter**”) who will be engaged by SARIA to structure and then market the Transaction (ii) a bond lawyer who will be engaged by SARIA to assist with structuring the Transaction and issue various opinions necessary to close the Transaction (“**Bond Counsel**”); (iii) disclosure counsel who will be engaged by SARIA to prepare the necessary documents to describe the Transaction and disclose the potential risks thereof to purchasers (“**Disclosure Counsel**”); (iv) general counsel for SARIA (“**SARIA Counsel**”); and (v) general counsel for other special district members of SARIA (“**Member Counsel**”). These professional firms are generally referred to herein as the “**Professionals**”. Our role as general counsel for the District will be to participate with the Professionals in documenting the Transaction, including responding to disclosure questionnaires, as to which we will render a general counsel opinion to various parties regarding the status of the District and other matters surrounding the Transaction.

All of the Professionals will be paid out of proceeds of the Transaction on terms set forth in their individual engagements, which means they are paid by SARIA. Their duties to SARIA will be set forth in their individual engagement agreements and will run directly to SARIA and not to WBA or the District. The Underwriter may choose to engage its own counsel whose duties will run to the Underwriter only, but whose fees are generally paid by SARIA as a cost of the Transaction at closing.

In connection with these Professional engagements, it is important to understand that WBA’s role in the Transaction is limited to matters specifically set forth in our legal opinion, the anticipated form of which is attached hereto (the “**Opinion**”). If the risk or structure of the Transaction changes materially from what we anticipate at this time, resulting in changes to our Opinion which may increase the scope of our services or risk, we will advise the District and it may be necessary for us to increase our fees (as set forth below) for these services.

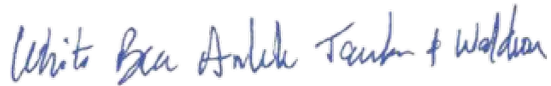
It is also important for the District to understand, and agree, that WBA is not engaged to oversee the efforts, work product, advice or opinions of the other Professionals. We will perform the work necessary to render our Opinion and will be sufficiently involved in the Transaction to keep the Board of Directors apprised of the status of the efforts of the other Professionals. We read their work to assure our familiarity with their documents but we do not review their work for completeness or accuracy. They are engaged because their services fall outside the scope of our expertise. Accordingly, by proceeding with the Transaction, the District acknowledges that it will rely solely on such Professionals as to the advice they render to the Authority and the District, if any, and further acknowledges that WBA is not the guarantor of their work and/or the content of their written materials. Should the District have any questions or concerns regarding the work of other Professionals, those questions should be directed to us so we can make sure they are addressed by the correct party.

As compensation for WBA's services as general counsel in connection with the approval, issuance and closing of the Transaction, the District will pay WBA a fee of \$15,000 for the Transaction from closing proceeds. The purpose of the fee is to compensate us for our time and expertise in connection with attempting to achieve a closing of the Transaction, and for risks we incur in connection with the issuance of our Opinion. Accordingly, we will NOT include time and

materials billings to the District as part of our routine monthly general counsel invoices; rather, a “**Bond Transaction Legal Services Invoice**” will be provided to the District and SARIA at or near the closing of the Transaction and shall be due at the time of closing. It is understood by WBA, the District and SARIA that our fee will be paid from the costs of closing of the Bonds by SARIA. If the anticipated structure of the Bonds changes significantly, we may propose an increase in the fee if warranted by the change, and the above-proposed fee is nonbinding with respect to an issuance of the Bonds in accordance with a structure varying materially from the structure described above. In addition to the above-referenced fee, there shall be due and payable on a monthly basis all out of pocket expenses incurred or paid by WBA on behalf of the District in connection with the Transaction. Please note that if the District directs that work on the Transaction cease prior to closing, or in the event the Transaction does not close for any reason within 90 days of the date of this letter, we may opt to provide a standard invoice to you for actual time and expenses incurred, which will be due in accordance with our standard Engagement, in lieu of the Bond Transaction Legal Services Invoice referenced above.

We appreciate the opportunity to continue to provide legal services to the District. Should you have any questions regarding this matter, please do not hesitate to call us.

Sincerely,



Blackstone Metropolitan District Acknowledgment

By: _____
Signature

Printed Name: _____

Position: _____

Date: _____

Enclosure:

Form of General Counsel Opinion

_____, 2022

District	Addressee (1)
Address	Address
Address	Address
Address	Address
Addressee (3)	Addressee (4)
Address	Address
Address	Address
Address	Address

§ _____
**BLACKSTONE METROPOLITAN DISTRICT
(IN THE CITY OF AURORA, ARAPAHOE COUNTY, COLORADO)
TAXABLE SPECIAL REVENUE BONDS, SERIES 2022A,
CAPITAL APPRECIATION SPECIAL REVENUE BONDS, SERIES 2022B AND
SUBORDINATE SPECIAL REVENUE BONDS, SERIES 2022C
BY THE SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY
(collectively, the “Bonds”)**

Ladies and Gentlemen:

We have acted as general counsel to the Blackstone Metropolitan District, City of Aurora Arapahoe County, Colorado (the “**District**”) in connection with the procedural steps leading to the issuance of Bonds by the South Aurora Regional Improvement Authority (“**SARIA**”). We are not counsel for SARIA. The opinions stated herein are given in our limited capacity as legal counsel to the District for general matters. Further, neither our firm nor any of its attorneys or employees have been employed, contracted, or otherwise retained as a “municipal advisor” to the District as such term is defined in 15 U.S.C. 78o-4(e)(4), as amended by the Dodd/Frank Act (the “**Act**”), or any rules promulgated by the Securities and Exchange Commission under the Act. Any comments or advice provided by our firm regarding the issuance of securities by the District have been solely of a “traditional legal nature”, as recognized under the Act.

As to questions of fact material to our opinion, we have relied specifically upon the certified proceedings of the District or other representations of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. Whenever our opinion with respect to the existence or absence of facts is indicated to be based on our knowledge, it shall mean that, during the course of our representation as described above, no information has come to our attention which has given us actual knowledge contrary to the existence or absence of such

facts. We have not undertaken any independent investigation to determine the existence or absence of such facts, nor have we undertaken any such investigation with respect to facts certified by anyone, and no inference as to our knowledge of the existence or absence of such facts may be drawn from our representation of the District.

In connection herewith, we have assumed, without independent verification or investigation as to the same: (a) the genuineness and authenticity of all documents submitted to us as originals; (b) the conformity of the originals to all photocopies provided to us in connection with rendering this opinion; (c) that the signatures of persons signing all documents in connection with which this opinion is rendered are genuine and are authorized by the entity on whose behalf such persons have signed; provided, however, that no such assumptions as to genuineness and authorization are made as to signatures on behalf of the District; (d) that all parties to the documents reviewed by us have full power and authority and have obtained all consents and/or approvals necessary to execute, deliver and perform thereunder, provided however that no such assumptions are made as to the District regarding necessary consents and/or approvals in connection with execution, delivery, and performance of the Financing Documents, as defined below; and (e) that all such documents have been duly authorized by all necessary corporate officers, have been duly executed by such parties, and have been duly delivered by such parties; provided, however, that no such assumptions are made as to the District's execution and delivery of any Financing Documents.

As general counsel to the District, we have reviewed the following documents:

A. The Second Amended and Restated Service Plan of the District, approved by the City Council of the City of Aurora, Colorado on July 26, 2010, as amended by the First Amendment to the Second Amended and Restated Service Plan of the District, approved by the City Council of the City of Aurora, Colorado on May 15, 2017 (collectively, the “**Service Plan**”);

B. The Resolution of the Board of Directors of the Blackstone Metropolitan District Authorizing the Approval and Execution of the South Aurora Regional Improvement Authority Establishment Agreement and Appointing a Representative to the Authority Board dated _____ (the “**Establishment Resolution**”);

C. The District's closing certificate (the “**Closing Certificate**”); and

D. The South Aurora Regional Improvement Authority Establishment Agreement, dated July 10, 2017 (the “**Original Establishment Agreement**”), as amended by that First Amendment to the South Aurora Regional Improvement Authority Establishment Agreement dated October 2, 2018 (the “**First Amendment**” and together with the Original Establishment Agreement, “**Establishment Agreement**”) [Add information about other amendments, if necessary].

The documents described in paragraphs c and d, above are hereafter referred to as the “**Financing Documents**.”

Based on the foregoing, and except as otherwise qualified and limited herein and expressly qualified by paragraphs 10 through 13, inclusive, we are of the opinion that:

1. The District is a duly organized and existing quasi-municipal corporation and political subdivision of the State of Colorado.

2. We have not received any notice from the State Division of Local Government (the “**Division**”) concerning the intent by the Division to certify the District dissolved pursuant to § 32-1-710, C.R.S., and the officers or directors of the District have not advised us of receipt of same. Nothing has come to our attention which would lead us to believe that there are any grounds for dissolution of the District under such statute.

3. The Establishment Agreement and the District’s Closing Certificate have been duly adopted, executed and delivered on behalf of the District.

4. The District is not required by law to amend the Service Plan to effectuate the execution and performance of its obligations under the Financing Documents.

5. To the best of our knowledge, based upon the oral representations and affirmations provided to us by individuals serving on the Board, and without any other independent investigation or inquiry by us, for the period from the date of adoption and approval of the Establishment Resolution to and including the date hereof, such individuals are qualified to serve as directors and officers of the District and have been duly elected or appointed.

6. The District has taken the procedural steps necessary to adopt the Establishment Resolution in material compliance with the procedural rules of the District and the requirements of Colorado law, and the Establishment Resolution remains in full force and effect as the date hereof.

7. To the best of our knowledge, [and except as otherwise set forth in the Disclosure Document,] there is no action, suit, or proceeding pending in which the District is a party, nor is there any inquiry or investigation pending against the District by any governmental agency, public agency, or authority which, if determined adversely to the District, would have a material adverse effect upon the District’s ability to comply with its obligations under the Financing Documents.

8. To the best of our knowledge, the issuance, execution, and delivery of the Bonds by the District, and the execution and delivery of the Financing Documents and the performance by the District of its obligations with respect thereto, will not result in a violation of any applicable judgment, order or decree of any authority of the State of Colorado, and will not result in a breach of, or constitute a default under, any agreement or instrument to which the District is a party or by which the District is bound.

9. To the best of our knowledge, no additional or further approval, consent, or authorization of any governmental, public agency, or authority not already obtained is required by the District in connection with the issuance of the Bonds, or entering into and performing its obligations under the Financing Documents.

This letter contains opinions of our firm which are, in their entirety, subject to and qualified generally as set forth therein, and are expressly qualified by the following paragraphs 10 through 13:

10. The obligations of the District with respect to the Financing Documents, and other documents and agreements referred to or contained therein or herein may all be affected in the future by:

(a) Provisions of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally;

(b) Compliance or non-compliance by the directors of the District with laws contained in § 18-8-308, C.R.S., and under §§24-18-101, *et seq.*, C.R.S., regarding disclosure of potential conflicts of interest; provided, however, that we have advised the directors of the requirements of such laws and we are aware that each of the directors of the District have filed potential conflict of interest disclosure forms, if applicable, in connection with the transactions and agreements contemplated herein;

(c) Rights to indemnification and contribution which may be limited by applicable law and equitable principles;

(d) The unenforceability under certain circumstances of provisions imposing penalties, forfeiture, late payment charges or an increase in interest rate upon delinquency in payment or the occurrence of an event of default;

(e) General principles of equity now or hereafter in effect, including, without limitation, concepts of mutuality, reasonableness, good faith and fair dealing, and the possible unavailability of specific performance or injunctive relief, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(f) The exercise by the United States of America of the powers delegated to it by the federal constitution;

(g) The reasonable and necessary exercise in certain exceptional situations of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving an important public purpose; and

(h) The exercise of judicial discretion and interpretation.

11. We do not practice law in the areas of federal or state income taxation. Accordingly, we express no opinion as to the federal or state tax consequences associated with the issuance of the Bonds or with regard to execution and delivery of any of the Financing Documents.

12. The opinions expressed herein are based solely upon Colorado and applicable federal law as of the date hereof. In providing this opinion, we expressly rely on §1-1-105.5, C.R.S. and §32-1-808, C.R.S.

13. We express no opinion as to: (a) the financial ability of the District to perform its obligations under the Financing Documents; (b) the validity or enforceability of the Bonds; (c) the accuracy of any TABOR allocation made in connection with the issuance; or (d) the financial

condition of the District or the sufficiency of the security provided for payment of the debt service on the Bonds by SARIA.

Our only client in the transaction to which this opinion relates is the District. None of the other addressees to this letter have been or are currently clients of our firm. The inclusion of the additional addressees to this opinion shall not establish an attorney-client relationship between such addressee and our firm.

This letter and the opinions expressed herein are limited to the use of the addressees as set forth above, and may not be relied upon by other parties, and may be relied upon only as stated herein. The opinions set forth herein supersede any and all previous understandings, representations, statements, opinions, etc., provided by our firm, whether oral or written, and whether such previous understandings, representations, statements, or opinions were made to the addressees herein, or otherwise, in relation to the Bonds. We express no opinion as to matters not specifically set forth herein and no opinion may be inferred or implied beyond the matters expressly stated in this letter, subject to all assumptions, limitations, exceptions and qualifications contained herein. Further, the opinions expressed herein are based only on the laws in effect and the facts in existence as of the date hereof and in all respects are subject to and may be limited by future legislation, developing case law, and any change in facts occurring after the date of this letter. We expressly undertake no responsibility or duty to inform any party, whether addressees hereof or not, as to any change in fact, circumstance or law occurring after the date hereof which may affect or alter any of the opinions, statements or information set forth above. This letter and the opinions expressed herein may not be quoted, reproduced, circulated or referred to in whole or in part without our express written consent except in the transcript of proceedings prepared in connection with issuance of the Bonds.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON

MANAGEMENT REPORT

BLACKSTONE METROPOLITAN DISTRICT MANAGEMENT ACTION ITEMS | APRIL 2022 Report

Accounting:

- Notify of acceptance by the board to waive \$45 late fee for account #86219 **Completed.**

Administrative:

- Homeowner responses **Multiple owner responses on compliance matters, architectural matters, and property maintenance.**
- Most recent Minutes draft to Board / Consultants **Completed draft and submitted.**
- Architectural Consulting / Service Provider review (JH/SL) **Scope of Services and Proposals under review / consideration. Have found that there are not many companies that provide this service or are able to keep their pricing within a reasonable amount. Suggest we stay with the current consultant and focus on forming a committee rather that would be able to assist the board in reviewing for compliance following completion.**
- Architectural Guideline Revisions (JH) **Initial updates from the working session have been made and legal counsel contacted. Feedback has been received from legal counsel, as well as, additional Board member feedback on certain section. Newer edits are being made and will be ready for review/approval by Board at the meeting. Jessica will email this to the board prior to the meeting.**
- Schedule meet and greet with Club Representative Tiffany and new team at WWM to discuss in person board meetings and set up every other month as well as all other events – **Set for 4pm on 4/22.**
- Trash Contract – **Reviewed contract. Renewal date is 12.31.22. Will seek proposals in August as a 60-days written notice prior to renewal. Call to Waste Management to confirm as it is not identified in the contract.**
- Items added to website: Golf carts not allowed on streets, new management team and YMCA discount letter.
- Calendar invites for board meetings sent to all board members and consultants as well as added to the website calendar with the virtual meeting link and in-person meeting dates.
- Election notice posted to web and an eblast has been sent to the community.
- Bids / Contracts & Work Orders:/
- Damage to Brick Column and fence at the corner of E Smoky Hill Pkwy and S Country Club Pkwy, appears to be vehicular damage, but no further information. Bid requests sent to 4 vendors as of 1/17/22, awaiting responses and quotes for Board review. Club agrees to split ½ cost, per Ian. **Board approved Aspen Group contract – manager in contact with the vendor and Club on project status. Status update to include fencing on back order. As soon as it arrives it will be replaced.**
- Boulders at corners of Blackstone Pkwy and Country Club Rd. to prevent driving over landscaped corners. **LandTech to provide a proposal**

- License Plate Readers at all entrances (5)– **Proposals in process. Site visit to be performed with vendors to review. Pricing and information sheet included in packet with a representative from Flock Security to attend the meeting to present the readers and answer any questions.**

Compliance:

Complaint - 27799 E. Links Pl, construction / lot maintenance issues. Followed up with District's legal representative to facilitate further review and communication / accountability for lot owner. **Action directed through District's counsel. Pursuing further legal action. Shall we notify owners nearby of actions as suggested by counsel? "the District is following its enforcement policy and the matter is with the attorneys. The lawsuit is public record so any owner can go to the Courthouse and pull the case if they so desire."**

Legal:

- Submitted approved proposals to WBA for drafting contract documents and obtaining signature from Board. **Provided signed work orders and contracts to vendors, as appropriate.**

Other: