

# **CONSENT AGENDA**

**Blackstone Metropolitan District**  
**SPECIAL MEETING OF THE BOARD OF DIRECTORS**  
**MINUTES**  
**February 20, 2024**

**I. ATTENDANCE & CALL TO ORDER**

Board Members in attendance were Shawn McGoff, Perry Deeds, Marty Liles, and Lisa Monahan.

Also, in attendance were Clint Waldron (White Bear Ankele Tanaka & Waldron), Curtis Bourgouin (CliftonLarsonAllen LLP), Ben Zand (LandTech Contractors, LLC), Jordan Devine (Westwind Management Group, LLC), and members of the public. The meeting was called to order at 6:02 pm by Attorney Waldron.

Upon motion duly made by Director Monahan, seconded by Director Deeds, upon vote, unanimously carried, the Board excused the absence of Director McCall.

**II. DISCLOSURE OF ANY CONFLICTS 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. Ms. Waldron inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Boards to act.

**III. AGENDA REVIEW / UPDATES OR APPROVAL** – There were no updates. Upon motion duly made by Director Deeds, seconded by Director Monahan, upon vote, unanimously carried, the agenda was approved as written.

**IV. PUBLIC COMMENT**

Attorney Waldron opened the meeting for public comment. There were no public comments.

**V. CONSENT AGENDA**

Upon motion duly made by Director Monahan, seconded by Director McGoff, upon vote, unanimously carried, the Board approved the consent agenda items as follows:

- a. Approve January 17, 2024, Special Meeting Minutes
- b. Approve and Ratify Payment of Claims in the amount of \$ 811,732.33
- c. Approve Singing Hills Change Order Nos. 3 & 4

**VI. FINANCIAL REPORT**

- a. Mr. Bourgouin presented the financial statements updated as of December 31, 2023. Upon motion duly made by Director McGoff, seconded by Director Monahan, upon vote, unanimously carried, the Board accepted the financials as submitted by CliftonLarsonAllen LLP.
- b. Attorney Waldron reviewed the allocation options for 2024 capital outlay. The Board discussed potential capital projects. No action was taken.
- c. There were no other financial matters.

**VII. LANDSCAPE REPORT**

- a. Ben Zand, Account Manager with LandTech Contractors, LLC, presented the recent landscape activities.

1. Mr. Zand presented proposals for security options for District backflows. The proposals were tabled by the Board and no action was taken. The Board discussed the snow measurement points.

## **VIII. COMMITTEE REPORTS**

- a. Landscape Committee
  1. Capital Projects
    1. Median and Entryway Project Updates – Carol Hesketh presented updates.
    2. Consider Fee Proposal for Medians Master Plan Design from Design Concepts – The Board directed the committee to obtain additional bids for design plans and invite the vendors to present at a future Board of Directors meeting.
  - b. Architectural / Design Review – Director Monahan offered to join the committee.
  - c. Social Committee – Director Deeds presented recent updates.

## **IX. LEGAL REPORT**

- a. There were no legal matters to discuss.

## **X. MANAGEMENT REPORT**

- a. Ms. Devine presented the District Management Report.
- b. The Board discussed alternative event spaces for the Blackstone Metro District Board of Directors meetings and agreed, pending further discussions, to hold District meetings at the Blackstone Country Club.
- c. The Board reviewed the Delinquency and Compliance Report.
- d. The Board considered a settlement offer from account 86488. Upon motion duly made by Director McGoff, seconded by Director McCall, upon vote, unanimously carried, the Board rejected the settlement offer.
- e. The Board and Westwind Management clarified communication procedures for District consultants and discussed Board member roles.
- f. Other Management Matters
  1. Ms. Devine emphasized the necessity of hiring an arborist for the community. The Board requested further proposals for their consideration.
  2. Ms. Devine proposed a District annual mailing to disseminate crucial information and update resident contact details. She plans to present a formal proposal at the March 2024 Board of Directors meeting.
  3. Ms. Devine provided an overview of the latest developments regarding services and issues with Republic Services.
  4. Ms. Devine inquired about the Board's preference regarding rescheduling the Regular Meeting scheduled for March 19, 2024, due to it coinciding with Spring Break. Upon motion duly made by Director McGoff, seconded by Director Monahan, upon vote, unanimously carried, the Board rescheduled the March 2024 Board of Directors meeting to Tuesday, March 26, 2024.

## **XI. OTHER BUSINESS**

- a. The Board discussed the status of a vacant lot.

## **XII. PUBLIC COMMENT**

- a. Carol Hesketh, on the Landscape Committee, raised concerns about the previous arborist for the District, updated Westwind Management on recent trash services, and verified the capacity of the Cambridge Room at the Blackstone Country Club.
- b. An owner expressed interest in joining the District Architectural Review Committee, reminded Board members of their fiduciary duties, and confirmed agreement with Westwind Management's proposal for an annual mailing.

**XIII. ADJOURNMENT**

- a. Upon motion duly made by Director McGoff, seconded by Director Monahan, upon vote, unanimously carried, the Board adjourned the meeting at 7:49 pm.

Minutes approved: \_\_\_\_\_ Date: \_\_\_\_\_

**Blackstone Metro District Interim Claims List 2/13/24 - 3/19/24**

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
2/16/2024	Christopher Dilsaver	Refund-85902	\$ 660.00
2/16/2024	Dedria Catalano-Tudor	Refund-85914	35.00
2/16/2024	Gary L Cummings	Refund-90877	330.00
2/16/2024	Nancy Flanagan	Refund-85940	197.00
2/16/2024	Singing Hills Landscape Inc	Pay App 8	15,142.96
2/16/2024	Westwind Management Group LLC	28.15213	276.76
2/16/2024	William Mickle	Refund-86173	165.00
2/22/2024	Xcel Energy	53-0014753463-1 JAN24	367.34
2/27/2024	Xcel Energy	53-0014753463-1 FEB24	182.82
2/28/2024	Altitude Community Law P.C.	1726 JAN24	2,770.91
2/28/2024	CliftonLarsonAllen LLP	L241041648	4,323.60
2/28/2024	Full Spectrum Lighting, Inc.	Multiple	392.00
2/28/2024	Landtech Contractors, Inc	7728	33,325.00
2/28/2024	Lee Design Group LLC	BST24/01	180.00
2/28/2024	Pet Scoop, Inc.	524890	292.00
2/28/2024	REPUBLIC SERVICES #535	0535-005891994	14,405.95
2/28/2024	Sequoia Golf Blackstone Country Club	BMD0155	1,775.36
2/28/2024	South Aurora Regional Improvement Authority	Dec-23	446.83
2/28/2024	Special District Association of Colo	2024 Dues	483.75
2/28/2024	Westwind Management Group LLC	Multiple	6,153.59
2/28/2024	White Bear Ankele Tanaka & Waldron	33157	6,264.78
2/28/2024	Xcel Energy	53-8016149-9 JAN24	1,513.49
3/7/2024	Andre F Trotter	Refund-86781	142.52
		<b>Total</b>	<b><u><u>\$ 89,826.66</u></u></b>

October 26, 2023

Shawn McGoff  
*Board of Directors*  
Blackstone fka High Plains Metropolitan District  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Pkwy, Suite 300  
Greenwood Village, CO 80111

Dear Shawn:

We are pleased to serve as the independent auditors for Blackstone fka High Plains Metropolitan District (“Client”) for the year ended December 31, 2023. This letter, together with the attached Professional Services Terms and Conditions – Attest Engagements, confirms the terms of our engagement, and are collectively referred to herein as the “Letter” or the “Engagement Letter”.

### Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$6,500. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

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

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

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

### Audit Scope and Objectives

We will audit Client’s financial statements, as of and for the year ended December 31, 2023, and the disclosures (collectively, the “financial statements”), and if applicable, supplementary information.

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

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

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

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

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

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

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

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

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

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

#### **Responsibilities of Management for the Financial Statements**

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

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



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

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

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

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

### Reporting

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

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

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

### Management Assistance

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

### Engagement Partner

Greg Livin will be your audit engagement partner.

### Other Services

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

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

### Conclusion and Approval to Proceed

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

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

*Wipfli LLP*

Wipfli LLP

ACCEPTED: BLACKSTONE fka HIGH PLAINS METROPOLITAN DISTRICT

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

\_\_\_\_\_  
(Print Name and Title)

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

GL/tlp

Enc.

## Professional Services Terms and Conditions – Attest Engagements

**1. Entire Agreement**

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, and the Engagement Letter’s other appendixes and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli’s independence from Client requiring pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as “we” or “us” or in a similar manner, and Client may be referred to as “you” or in a similar manner, and such references shall be read in context.

**2. Commencement and Term**

The Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

**3. Termination of Agreement**

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party’s obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

**4. Fee Estimates and Change Orders**

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

Services that fall outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli’s invoice for such services. A “Change Order” means a mutually agreed-upon change in the schedule or the time for Wipfli’s performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

**5. Payment of Fees**

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

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney’s fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

## Professional Services Terms and Conditions – Attest Engagements

6. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement) for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

7. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other

than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

8. Mutual Confidentiality

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

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

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

9. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

10. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

11. Dispute Resolution

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client

agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

12. **Governing Law**

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

13. **Severability**

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

14. **Notices**

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

15. **Electronic Signature**

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

16. **Record Retention**

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

17. **Assignment**

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control

of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

18. **Force Majeure**

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.

# **FINANCIAL REPORT**

**BLACKSTONE METROPOLITAN DISTRICT**  
**FINANCIAL STATEMENTS**  
**FEBRUARY 29, 2024**

Draft

**Blackstone Metro District**  
**Balance Sheet - Governmental Funds**  
**February 29, 2024**

	General	Special Revenue	Debt Service	Capital Projects	Capital Projects - Regional Improvement	Total
<b>Assets</b>						
Checking Account	\$ 17,539.25	\$ 34,412.89	\$ -	\$ -	\$ -	\$ 51,952.14
Colostrust	1,792,710.52	47,858.66	1,806,751.42	534,920.74	1,341.64	4,183,582.98
Accounts Receivable	-	91,048.74	-	-	-	91,048.74
Receivable from County Treasurer	596,192.82	-	483,495.70	-	134,232.91	1,213,921.43
Prepaid Insurance	28,512.50	-	-	-	-	28,512.50
<b>Total Assets</b>	<b>\$ 2,434,955.09</b>	<b>\$ 173,320.29</b>	<b>\$ 2,290,247.12</b>	<b>\$ 534,920.74</b>	<b>\$ 135,574.55</b>	<b>\$ 5,569,017.79</b>
<b>Liabilities</b>						
Accounts Payable	\$ 17,925.87	\$ 24,881.49	\$ -	\$ -	\$ -	\$ 42,807.36
Retainage Payable	-	-	-	81,835.16	-	81,835.16
Due to SARIA	-	-	-	-	135,574.55	135,574.55
Prepaid assessments	-	50,337.37	-	-	-	50,337.37
<b>Total Liabilities</b>	<b>17,925.87</b>	<b>75,218.86</b>	<b>-</b>	<b>81,835.16</b>	<b>135,574.55</b>	<b>310,554.44</b>
<b>Fund Balances</b>	<b>2,417,029.22</b>	<b>98,101.43</b>	<b>2,290,247.12</b>	<b>453,085.58</b>	<b>-</b>	<b>5,258,463.35</b>
<b>Liabilities and Fund Balances</b>	<b>\$ 2,434,955.09</b>	<b>\$ 173,320.29</b>	<b>\$ 2,290,247.12</b>	<b>\$ 534,920.74</b>	<b>\$ 135,574.55</b>	<b>\$ 5,569,017.79</b>

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



**Blackstone Metro District**  
**General Fund Statement of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending February 29, 2024**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 1,529,464.00	\$ 603,789.28	\$ 925,674.72
Specific ownership taxes	91,768.00	19,106.37	72,661.63
Interest income	81,500.00	16,511.31	64,988.69
Total Revenue	<u>1,702,732.00</u>	<u>639,406.96</u>	<u>1,063,325.04</u>
Expenditures			
Accounting	60,500.00	8,000.00	52,500.00
Auditing	6,500.00	-	6,500.00
County Treasurer's fee	22,942.00	9,038.67	13,903.33
Directors' fees	6,000.00	700.00	5,300.00
Director and meeting expense	2,000.00	-	2,000.00
Insurance	40,000.00	5,612.50	34,387.50
Legal	77,000.00	15,867.70	61,132.30
Miscellaneous	2,000.00	483.75	1,516.25
Payroll taxes	459.00	53.55	405.45
Website	1,500.00	276.76	1,223.24
Contingency	27,099.00	-	27,099.00
Total Expenditures	<u>246,000.00</u>	<u>40,032.93</u>	<u>205,967.07</u>
Other Financing Sources (Uses)			
Transfers to other fund	(1,262,233.00)	(15,000.00)	(1,247,233.00)
Total Other Financing Sources (Uses)	<u>(1,262,233.00)</u>	<u>(15,000.00)</u>	<u>(1,247,233.00)</u>
Net Change in Fund Balances	194,499.00	584,374.03	(389,875.03)
Fund Balance - Beginning	1,941,491.00	1,832,655.19	3,148,369.81
Fund Balance - Ending	<u>\$ 2,135,990.00</u>	<u>\$ 2,417,029.22</u>	<u>\$ 2,758,494.78</u>

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

**Blackstone Metro District**  
**Special Revenue Fund Statement of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending February 29, 2024**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Operations fee (homeowners)	\$ 609,180.00	\$ 155,895.05	\$ 453,284.95
Operations fee (vacant lots)	2,976.00	465.00	2,511.00
Working capital	30,000.00	3,000.00	27,000.00
Design review fees	4,000.00	165.00	3,835.00
Legal collection fees	15,000.00	4,239.18	10,760.82
Violations and late fees	10,000.00	580.03	9,419.97
Interest income	800.00	172.95	627.05
Other revenue	10,000.00	3,587.71	6,412.29
Total Revenue	<u>681,956.00</u>	<u>168,104.92</u>	<u>513,851.08</u>
Expenditures			
Facilities management - contract	53,000.00	8,800.00	44,200.00
Facilities management - costs	25,000.00	1,753.59	23,246.41
Miscellaneous	5,000.00	934.90	4,065.10
Security	24,000.00	-	24,000.00
Irrigation repairs and improvements	50,000.00	-	50,000.00
Landscape improvements	50,000.00	-	50,000.00
Landscape maintenance - contract	399,900.00	36,750.00	363,150.00
Tree and shrub maintenance	25,000.00	-	25,000.00
Snow removal	35,000.00	-	35,000.00
Grounds maintenance	25,000.00	730.00	24,270.00
Holiday lighting	25,000.00	169.00	24,831.00
Lighting	10,000.00	392.00	9,608.00
Playground inspection and repairs	10,000.00	1,550.00	8,450.00
Water	160,000.00	468.32	159,531.68
Gas and electric	22,000.00	3,496.56	18,503.44
Community activities	60,000.00	752.66	59,247.34
Design review	10,000.00	180.00	9,820.00
Legal - collections	40,000.00	4,154.41	35,845.59
Trash collection	174,000.00	28,596.69	145,403.31
Contingency	37,100.00	-	37,100.00
Total Expenditures	<u>1,240,000.00</u>	<u>88,728.13</u>	<u>1,151,271.87</u>
Other Financing Sources (Uses)			
Transfers from other funds	563,144.00	-	563,144.00
Total Other Financing Sources (Uses)	<u>563,144.00</u>	<u>-</u>	<u>563,144.00</u>
Net Change in Fund Balances	5,100.00	79,376.79	(74,276.79)
Fund Balance - Beginning	20,400.00	18,724.64	20,775.36
Fund Balance - Ending	<u>\$ 25,500.00</u>	<u>\$ 98,101.43</u>	<u>\$ (53,501.43)</u>

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

**SUPPLEMENTARY INFORMATION**

Draft

**Blackstone Metro District**  
**Debt Service Fund Schedule of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending February 29, 2024**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 1,246,230.00	\$ 486,192.41	\$ 760,037.59
Specific ownership taxes	74,774.00	12,643.32	62,130.68
Interest income	66,500.00	14,456.30	52,043.70
Total Revenue	<u>1,387,504.00</u>	<u>513,292.03</u>	<u>874,211.97</u>
Expenditures			
County Treasurer's fee	18,693.00	2,192.69	16,500.31
Paying agent fees	450.00	-	450.00
Bond interest	1,068,125.00	-	1,068,125.00
Bond principal	500,000.00	-	500,000.00
Contingency	12,732.00	-	12,732.00
Total Expenditures	<u>1,600,000.00</u>	<u>2,192.69</u>	<u>1,597,807.31</u>
Net Change in Fund Balances	(212,496.00)	511,099.34	(723,595.34)
Fund Balance - Beginning	1,768,482.00	1,779,147.78	1,690,980.22
Fund Balance - Ending	<u>\$ 1,555,986.00</u>	<u>\$ 2,290,247.12</u>	<u>\$ 967,384.88</u>

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**Blackstone Metro District**  
**Capital Projects Fund Schedule of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending February 29, 2024**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 22,000.00	\$ 4,025.54	\$ 17,974.46
Total Revenue	<u>22,000.00</u>	<u>4,025.54</u>	<u>17,974.46</u>
Expenditures			
Legal	15,000.00	-	15,000.00
Capital outlay	500,000.00	-	500,000.00
Entryways/roundabouts	-	15,939.96	(15,939.96)
Total Expenditures	<u>515,000.00</u>	<u>15,939.96</u>	<u>499,060.04</u>
Other Financing Sources (Uses)			
Transfers from other funds	699,089.00	15,000.00	684,089.00
Total Other Financing Sources (Uses)	<u>699,089.00</u>	<u>15,000.00</u>	<u>684,089.00</u>
Net Change in Fund Balances	206,089.00	3,085.58	203,003.42
Fund Balance - Beginning	450,000.00	450,000.00	450,000.00
Fund Balance - Ending	<u>\$ 656,089.00</u>	<u>\$ 453,085.58</u>	<u>\$ 653,003.42</u>

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

**Blackstone Metro District**  
**Fund Financials - Capital Projects - Regional Improvement Fund**  
**Fund Balances - Budget and Actual**  
**For the Period Ending February 29, 2024**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
Revenues			
ARI - Aurora Regional Improvement Tax	\$ 353,816.00	\$ 142,794.79	\$ (211,021.21)
Total Revenue	<u>353,816.00</u>	<u>142,794.79</u>	<u>(211,021.21)</u>
Expenditures			
County Treasurer's fee	5,307.00	7,220.24	1,913.24
Regional mill levy - Payment to SARIA	348,509.00	135,574.55	(212,934.45)
Total Expenditures	<u>353,816.00</u>	<u>142,794.79</u>	<u>(211,021.21)</u>
Net Change in Fund Balances	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

**Blackstone Metropolitan District**  
**Schedule of Cash Position**  
**February 29, 2024**  
Updated as of March 19, 2024

	<u>General Fund</u>	<u>Special Revnue Fee Fund</u>	<u>Debt Service Fund GO Bonds</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Regional Imprvmt</u>	<u>Total</u>
<b><u>1st Bank - Checking</u></b>						
Balance as of 02/29/2024	\$ 17,539.25	\$ 34,412.89	\$ -	\$ -	\$ -	\$ 51,952.14
Subsequent activity:						
03/05/24 - Public Storage Autopay	-	(169.00)	-	-	-	(169.00)
03/07/24 - Bill.com Payment	-	(142.52)	-	-	-	(142.52)
03/08/24 - Xcel Autopay	-	(1,432.91)	-	-	-	(1,432.91)
03/08/24 - Director Fees	(322.95)	-	-	-	-	(322.95)
<i>Anticipated Transfer from HOA</i>	-	30,000.00	-	-	-	30,000.00
<i>Anticipated Bill.com Payment</i>	(9,602.92)	(64,534.84)	-	-	-	(74,137.76)
<i>Anticipated Transfer from Colotrust</i>	553.17	20,000.00	-	-	-	20,553.17
<i>Anticipated Balance</i>	8,166.55	18,133.62	-	-	-	26,300.17
<b><u>Colotrust - Savings Account</u></b>						
Balance as of 02/29/2024	\$ 1,792,710.52	\$ 47,858.66	\$ 1,806,751.42	\$ 534,920.74	\$ 1,341.64	\$ 4,183,582.98
Subsequent activity:						
03/10/24 - Property Taxes	596,192.82	-	483,495.70	-	134,232.91	1,213,921.43
Surplus fund	-	-	(1,000,000.00)	-	-	(1,000,000.00)
<i>Anticipated Transfer to Checking</i>	(553.17)	(20,000.00)	-	-	-	(20,553.17)
<i>Anticipated Transfer to SARIA</i>	-	-	-	-	(135,574.55)	(135,574.55)
<i>Anticipated Balance</i>	2,388,350.17	27,858.66	1,290,247.12	534,920.74	-	4,241,376.69
<i>Total by fund</i>	<u>\$ 2,396,516.72</u>	<u>\$ 45,992.28</u>	<u>\$ 1,290,247.12</u>	<u>\$ 534,920.74</u>	<u>\$ -</u>	<u>\$ 4,267,676.86</u>

**Yield Information:**

Colotrust Prime (Feb 2024) - 5.2411%  
Colotrust Plus (Feb 2024) - 5.5162%

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.

**BLACKSTONE METROPOLITAN DISTRICT**  
**Property Taxes Reconciliation**  
**2024**

	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	\$ 12,047.62	\$ -	\$ 17,616.85	\$ -	\$ (180.71)	\$ -	\$ 29,483.76	0.38%	0.38%	\$ 17,448.96	0.15%	0.15%
February	1,220,728.86	-	14,132.84	(2,669.38)	(18,270.89)	-	1,213,921.43	39.01%	39.39%	1,119,020.79	42.22%	42.37%
March	-	-	-	-	-	-	-	0.00%	39.39%	165,349.19	5.66%	48.04%
April	-	-	-	-	-	-	-	0.00%	39.39%	142,818.11	4.91%	52.95%
May	-	-	-	-	-	-	-	0.00%	39.39%	218,423.50	7.75%	60.69%
June	-	-	-	-	-	-	-	0.00%	39.39%	991,115.51	37.31%	98.00%
July	-	-	-	-	-	-	-	0.00%	39.39%	42,138.83	1.03%	99.04%
August	-	-	-	-	-	-	-	0.00%	39.39%	19,574.73	0.10%	99.14%
September	-	-	-	-	-	-	-	0.00%	39.39%	13,947.55	0.00%	99.14%
October	-	-	-	-	-	-	-	0.00%	39.39%	21,080.49	0.21%	99.35%
November	-	-	-	-	-	-	-	0.00%	39.39%	33,526.03	0.65%	100.00%
December	-	-	-	-	-	-	-	0.00%	39.39%	11,278.91	0.00%	100.00%
<b>Total</b>	<b>\$ 1,232,776.48</b>	<b>\$ -</b>	<b>\$ 31,749.69</b>	<b>\$ (2,669.38)</b>	<b>\$ (18,451.60)</b>	<b>\$ -</b>	<b>\$ 1,243,405.19</b>	<b>39.39%</b>	<b>39.39%</b>	<b>\$ 2,795,722.60</b>	<b>100.00%</b>	<b>100.00%</b>

Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied
General Fund	48.87%	\$ 603,789.28	39.48%
Debt Service Fund	39.82%	486,192.41	39.01%
Regional	11.31%	142,794.79	40.36%
<b>Total</b>	<b>100.00%</b>	<b>\$ 1,232,776.48</b>	

**Property Tax**

General Fund	\$ 1,529,464.00	48.87%	\$ 603,789.28	39.48%
Debt Service Fund	1,246,230.00	39.82%	486,192.41	39.01%
Regional	353,816.00	11.31%	142,794.79	40.36%
<b>Total</b>	<b>\$ 3,129,510.00</b>	<b>100.00%</b>	<b>\$ 1,232,776.48</b>	

**Specific Ownership Tax**

General Fund	\$ 91,768.00	55.10%	\$ 19,106.37	20.82%
Debt Service Fund	74,774.00	44.90%	12,643.32	16.91%
<b>Total</b>	<b>\$ 166,542.00</b>	<b>100.00%</b>	<b>\$ 31,749.69</b>	

**Treasurer's Fees**

General Fund	\$ 22,942.00	48.87%	\$ 9,038.67	39.40%
Debt Service Fund	18,693.00	39.82%	2,192.69	11.73%
Regional	5,307.00	11.31%	7,220.24	136.05%
<b>Total</b>	<b>\$ 46,942.00</b>	<b>100.00%</b>	<b>\$ 18,451.60</b>	

Due To SARIA From 2023	\$ 446.83
Pledged Ptax Collected	135,574.55
Payments to SARIA	446.83
<b>Due To SARIA</b>	<b>\$ 135,574.55</b>

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



**BLACKSTONE METROPOLITAN DISTRICT  
2024 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 2024. 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 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  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (continued)**

**Property Taxes (continued)**

For property tax collection year 2024, SB22-238 and SB23B-001 set the assessment rates and actual value reductions as follows:

<b>Category</b>	<b>Rate</b>		<b>Category</b>	<b>Rate</b>		<b>Actual Value Reduction</b>	<b>Amount</b>
Single-Family Residential	6.70%		Agricultural Land	26.40%		Single-Family Residential	\$55,000
Multi-Family Residential	6.70%		Renewable Energy Land	26.40%		Multi-Family Residential	\$55,000
Commercial	27.90%		Vacant Land	27.90%		Commercial	\$30,000
Industrial	27.90%		Personal Property	27.90%		Industrial	\$30,000
Lodging	27.90%		State Assessed	27.90%		Lodging	\$30,000
			Oil & Gas Production	87.50%			

**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. The required mill levy after the twentieth year is 5.000 as adjusted. The adjusted mill levy for 2024 is 6.246.

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 6.0% 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.

**BLACKSTONE METROPOLITAN DISTRICT  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**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.

**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  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Reserves**

**Emergency Reserves**

The District has provided an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2024, as defined under TABOR.

Draft

**BLACKSTONE METROPOLITAN DISTRICT  
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

<b>Bonds and Interest Maturing in the Year Ending December 31,</b>	<b>\$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</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
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
	<b>\$ 26,035,000</b>	<b>\$ 16,043,000</b>	<b>\$ 42,078,000</b>

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

# **LANDSCAPE REPORT**

# March Monthly Report

Monday, March 18, 2024

Prepared For Blackstone Metropolitan District



**Item 1**

View of Country Club Park as of 3/18/24.



**Item 2**

View of Hilltop Park as of 3/18/24.





**Item 3**

View of Canyon Park as of 3/18/24.



**Item 4**

Pre-emergent weed application flags.

**Item 5**

Name of product and application date for the pre-emergent application.

I will have a team member of ours that will remove these all by Monday the 25th.

**Item 6**

View of southern detention pond. Water is flowing to the drain normally.

We will have to cut and remove cattails by the inlets and outlets per the detention pond inspection. We will do that in April as the weather allows, and I will have the detention pond report completed and sent off by the end of April.

**Item 7**

Northern detention pond. We check the screen multiple times a week to remove the blockage so the water can keep draining. We have work in this pond as well that we will do in April, but we will need all the water drained to perform our work.

**Item 8**

Another view of the previous item.



**Item 9**

View of Hilltop Park as of 7:30 am on Friday, the day after the storm.



**Item 10**

View of the entrance near the Hilltop Park from Friday morning.



**Item 11**

Monaghan entrance view on Friday morning.



**Item 12**

Side roads by the Monaghan entrance before any plowing.



**Item 13**

Side roads near Country Club Park as 8:15 am Friday.



**Item 14**

View of Alder drive on Friday morning.



### Item 15

Snow report from the storm.

We did end up plowing the side roads for a few hours to help open up neighborhoods on Friday, but the weather was warm enough that most of the snow stayed slushy and was not preventing anyone from being able to get in or out of their driveway.

The picture above is an example of our concern from this last storm. Plowing the slush compacts the snow into snow boulders and was creating more of an obstruction for homeowners driveways than it was helping. We did what we could where we could without making anyone's ability to leave their driveway more difficult.

We won't bill you all for this since it was essentially a trial run for us.



### Item 16

I want to share with you all something I am very proud of. We were awarded first place by the Associated Landscape Contractors of Colorado (ALCC) for landscape maintenance of your community in 2023.

## Item 17

### 2024 Action Plan

- We added a weekly post-emergent weed spraying application into your contract to allow our guys to stay ahead of the weeds in the turf and the landscape beds. This was at no additional cost for you all. This will be done twice in April and twice in October and weekly from May to September for a total of 26 times a year. This will help tremendously to stay on top of the weeds wherever they grow. Since we have a plant healthcare manager who is a licensed Qualified Supervisor on staff, we now have a wider range of capabilities than most to address weed related problems.
  - This year we went with a better performing liquid product for the pre-emergent weed application, and we will do the same for the first turf grass “weed and feed” application in May.
  - As a part of our 2024 approach, we will double up on the weekly supervision of the crews to ensure they are treating your community as if it was their own. We will have myself and/or the field supervisor inspect the crews on Tuesday’s while the crews are on site still as well as later in the week so we can game plan for the following week.
- 

## Item 18

### Ongoing services:

- Servicing dog stations and weekly trash patrol.
- Snow removal and refilling ice melt buckets as needed.
- Winter watering of warranty trees as needed.

### Completed services:

- Pre-emergent weed application on 3/11/24
- Installation of 3 replacement dog stations and repairing one located along Van Driver.
- Met with Tanna a few weeks ago to establish a game plan for the detention ponds this season.

### Upcoming services:

- Aeration occurs in April/May as the weather allows.
  - Weekly services of the landscape maintenance begin in April. They are bi-weekly for April and a October only. It is every single week from May to September.
  - Activation of the irrigation system is in April. This of course includes the two new backflows at the Smokey Hill entrance.
  - We will repair any snow damaged sod or landscape beds in the common areas of the community in April/May as the snow season ends.
  - First “weed and feed” application for the turf grass areas usually happens in April/May as the weather allows.
  - Removal of the Gator Bags on the trees once the irrigation system is activated.
-



# **COMMITTEE REPORTS**

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
HIGH PLAINS METROPOLITAN DISTRICT**

**DELEGATING ARCHITECTURAL AUTHORITY AND ESTABLISHING  
ARCHITECTURAL REVIEW COMMITTEE**

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WHEREAS, High Plains Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101, *et seq.*, C.R.S.; and

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

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, Article 2, Section 2.1.1 of the Protective Covenants for Blackstone and Mandatory Resident Social Memberships, recorded in the real property records of the Clerk and Recorder of Arapahoe County, Colorado on October 10, 2005, at Reception Number B515B103 (the “**Covenants**”), provides that the Board shall approve in writing the construction, erection, placement, alteration, planting, application, or installation of Improvements on Lots; and

WHEREAS, Article 2, Section 2.1.4 of the Covenants further provides that the Board may from time to time, appoint a representative to act on its behalf ; and

WHEREAS, the Board desires to delegate architectural authority and establish an architectural review committee as provided herein.

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

1. Establishment of the Architectural Advisory Committee.

a. The Board hereby establishes the “**Architectural Advisory Committee**” to be appointed as provided in this Resolution. The Board hereby delegates to the Architectural Advisory Committee the right to review all requests for Improvements (as defined in the Covenants) to the same extent that the Board has that right pursuant to the Covenants. Upon its review of any request for any Improvements, the Architectural Advisory Committee shall, within thirty (30) days of complete submission of the plans, specifications and other materials and information the Architectural Advisory Committee may require in conjunction with any such request, provide its recommendation regarding such request to the person to whom decision-making authority is delegated in Section 2.a of this Resolution.

b. The Architectural Advisory Committee shall be comprised of at least three (3) members, acting in a volunteer capacity, as noted from time to time in the official minutes of the District.

c. The Architectural Advisory Committee members shall serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board.

d. The Architectural Advisory Committee members shall serve as volunteers and are not entitled to any compensation for their service on the Architectural Advisory Committee, but are entitled to reimbursement for any pre-approved, out-of-pocket costs incurred by them for Architectural Advisory Committee purposes, subject to budget limitations.

e. The Architectural Advisory Committee members shall, from among the membership of the Architectural Advisory Committee, select one of them to act as the chairperson of the Architectural Advisory Committee.

f. If any members of the Architectural Advisory Committee conclude that they have a conflict of interest or an appearance of fairness problem with respect to a matter pending before the Architectural Advisory Committee so that they cannot discharge their duties on the Architectural Advisory Committee, they shall disqualify themselves from participating in the deliberations and the recommendation with respect to the matter.

## 2. Delegation of Architectural Decision Making Authority.

a. The Board hereby delegates to Ms. Irene Borisov of Summit Management and Consulting, LLC (“**Summit**”) the authority to approve (with or without conditions) or disapprove any requests for Improvements. The delegation granted herein shall be revoked on the earlier to occur of the following: (1) at such time as the Board withdraws in writing, in its sole discretion, (2) the termination of that certain Independent Contractor Agreement by and between the District and Summit, dated May 22, 2014, or (3) that date upon which Ms. Borisov is no longer employed with Summit, for whatever reason. Upon the occurrence of any of the foregoing, the Board shall delegate such authority to such other person as the Board may determine.

b. Ms. Borisov (or such other person to whom such authority may be delegated as set forth in Section 2.a of this Resolution) shall consider the recommendation from the Architectural Advisory Committee, but shall not be required to follow such recommendation if, in Ms. Borisov’s discretion (or in the opinion of such other person to whom such authority may be delegated as set forth in Section 2.a of this Resolution), the recommendation is contrary to the requirements set forth in the Covenants and/or the architectural standards, rules, regulations and/or guidelines promulgated pursuant to the Covenants, or is otherwise arbitrary or capricious. In the event the Architectural Advisory Committee fails, for any reason, to provide a recommendation to Ms. Borisov (or such other person to whom such authority may be delegated as set forth in Section 2.a of this Resolution) in a timely manner so as to allow Ms. Borisov (or such other person to whom such authority may be delegated as set forth in Section 2.a of this Resolution) to render a decision on any request for an Improvement within the time frame of 45 days as set forth in Section 2.4 of the Covenants, Ms. Borisov (or such other person to whom such authority may be delegated as set forth in Section 2.a of this Resolution) may review the request for Improvements and approve

(with or without conditions) or disapprove any such request without the recommendation of the Architectural Advisory Committee.

3. Amendment. The District expressly reserves the right to amend, revise, redact, and/or repeal the authority granted in this Resolution in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to replace the person identified in Section 2.a of this Resolution with another, remove Architectural Advisory Committee members, increase the number of Architectural Advisory Committee Members, add to or reduce the authority of the Architectural Advisory Committee and/or the person identified in Section 2.a of this Resolution, eliminate the Architectural Advisory Committee, or change the authority delegated to the Architectural Advisory Committee, all in the Board's sole and absolute discretion.

4. Severability. If any term or provision of this Resolution is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the remainder of this Resolution as a whole, but shall be severed, leaving the remaining terms or provisions in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

*[Signature page follows.]*

Resolved, adopted and approved this 19th day of November, 2020.

**HIGH PLAINS METROPOLITAN DISTRICT**

*Shawn P. McGoff*

Shawn P. McGoff (Dec 17, 2020 17:09 MST)

\_\_\_\_\_  
Officer of the District

ATTEST:

*Jill Shadwell*

Jill Shadwell (Jan 11, 2021 07:26 MST)

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

*White Bear Ankele Tanaka & Waldron*

\_\_\_\_\_  
General Counsel to the District

[Signature page to Resolution of the Board of Directors of High Plains Metropolitan District  
Delegating Architectural Authority and Establishing Architectural Review Committee]

# **LEGAL REPORT**

# **MANAGEMENT REPORT**

# Blackstone Metro District

## Management Report – February 2024

Complete  
***In Progress***  
 Highlights

### Accounting

- RECURRING – Continuous review and upload of invoices to Bill.com.
- RECURRING – Follow up on payment inquiries from vendors and/or residents.
- RECURRING – Send fee waiver requests to the Board of Directors for consideration under separate cover.
- RECURRING – Distribute Delinquency Report to the Board of Directors under separate cover.
- RECURRING – Distribute Status Report from Altitude Law to the Board of Directors under separate cover.
  - *The purpose of the status report is to keep the Board informed as to the current state of each delinquent matter, the significant actions that occur on each matter and what the next planned steps are.*
- Requested that Accounting delineate collection versus covenant delinquent accounts on the Delinquency Report. Changes have been implemented as of March 21, 2024, and these changes should be reflected at the April Board meeting at the latest.
- 86488 – Followed up with Altitude Law regarding approved settlement offer.

### Administrative

- Meeting Minutes – Drafted February 20, 2024, Special Meeting Minutes
- District Website – Manage posting to the District website of the following documents:
  - January 17, 2024, Special Meeting Minutes
  - March 26, 2024, Special Meeting Agenda and Board Packet
  - ***Add resolution concerning the security system AND information about Flock Cameras and how to opt out/register vehicles.***
- Meeting Preparation
  - Add/Update the following items to the March 26, 2024, Special Meeting agenda:
    - Committee Member Appointments
    - Review Resolution Delegating Architectural Authority and Establishing Architectural Review Committee
  - ***Prepare March 26, 2024, Special Meeting agenda and board packet for review by the Board of Directors and manage posting to the District website.*** Created internal meeting preparation schedule to distribute the regular meeting agenda and board packet to the Board of Directors the Wednesday, one week prior to a regular meeting.
- Community Email Blasts – (RECURRING) Send community email blasts as updates are made available.



- Meeting Space for District Meetings
  - Researched meeting options through Cherry Creek Schools and the City of Aurora Municipal Meeting Room Reservations.
  - Presented options to the Board of Directors for consideration at the February 20, 2024, Special Meeting.
  - Emailed/Texted Director McGoff to confirm meeting space at the Blackstone Country Club for the March 26, 2024, Special Meeting
  - **Emailed Blackstone Country Club on March 20th and confirmed the availability of the Cambridge Room for the March 26, 2024, Special Meeting.**
- Community Communication Strategy – **Organize and share a proposal for annual outreach to Blackstone Metro District community members for contact information and important/general reminders (i.e. Westwind Management outreach, compliance, board meeting schedule, etc.)**
- District Insurance – Conducted property walk through with District insurance agent on March 4, 2024. Final property schedule is pending additional follow up information to the insurance agent as a result of the onsite walkthrough. Once finalized, the updated **property schedule and updated quote will be presented to the Board of Directors' review and consideration.**
- 96632 Community Farm Shares – Emailed owner to request draft message to share with Blackstone Metro District community members regarding their summer community farm shares program.

## Architectural/Compliance

- RECURRING – Send ARC variance requests to the Architectural Review Committee for consideration.
- RECURRING – Send Compliance Report to the Board of Directors under separate cover.
- **Review all covenant enforcement letter templates edited by Director Monahan and Director Liles for Board review and approval.**

## Bids/Contracts

- GFL/Republic Trash Contract
  - Continue to work with GFL/Republic on customer service issues. Compiled list of reported issues with Republic for historical reference and documentation. **Scheduled a meeting with Republic representatives to discuss on Tuesday, March 26, 2024.**
- Mailbox Light Options – Received a general estimate from Full Spectrum Lighting. Provided map of community mailboxes to vendor to be able to provide a complete and accurate proposal. Emailed vendor 2/15, 2/16, 2/20, 2/28, 3/11, 3/14, and 3/20. **Present proposal to the Board of Directors for review and consideration.**

## Maintenance

- Snow Removal IGA – Submitted monthly report for February to the City of Aurora.
- Lighting – Noted a damaged bollard at Canyon Park and requested repair by Full Spectrum Lighting.

## Committees

- Social Committee
  - Collected list of interested volunteers and shared District committee charter.
  - Confirmed plans to attend the Social Committee meeting on Thursday, March 28, 2024, at 6:15 pm.
  - Summer Kickoff 2024 – *Find/confirm covered area for performance requirements for the Eighties Band*
- Architectural Review Committee
  - Shared information with volunteers.