

# **CONSENT AGENDA**



DATE: May 10<sup>th</sup>, 2022  
 Name: Blackstone Community  
 Project: Phase 5 of Tree Planting  
 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 E, 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: Landtech has priced out the following for you based off the tree planting specifications, tree types, and tree quantities provided by Bob Howey. The planting abides by CSU tree planting standards as well.

In addition to planting 63 Shade/Ornamental trees and 22 Evergreen trees with tree stakes, wire, and tree wraps, the proposal also includes removal of existing tree/stump/live Ash tree, installation and removal of tree wrap for the first two years, removal of tree stakes one year after planting, irrigation adjustments, winter watering 3 times per season for two years, and a two-year guarantee/warranty. All planted trees shall receive Biosol and compost during their installation to increase the nutrients in the soil.

There will be one period for warranty replacements each year, and this will be during the early summer months around June. Additionally, the warranty only covers replacing an individual tree one time at no additional cost to the community.

Below I have provided a breakdown of the tree types, quantities, and the total cost of the proposal.

DESCRIPTION	QUANTITY	Cost
<b>Shade Tree: 2.5" Caliper</b>		
5 – Autumn Blaze Maples		
10 – Littleleaf Lindens		
21 – Swamp White Oak		
7 – Kentucky Coffee Trees		
3 – Honeylocust		
4 – Chanticleer Pears		
9 – Hackberry's		
2 – Regal Prince Oak		
<b>Ornamental Trees: 2.5" Caliper</b>		
2 – Radiant Crabapples		
<b>Evergreens: 7'</b>		
3 – Austrian Pines		
3 – Bosnian Pines		
5 – Pinion Pines		
8 – Rocky Mountain Junipers		
3 – Washington Hawthorns		
<b>Total</b>	<b>1 LS</b>	<b>\$109,755.00</b>

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.

**STIPULATIONS:**

- A two-year plant material warranty is included. Landtech Contractors reserves the right to void all warranties expressed in the specifications due to abuse and/or neglect by the owner including, but not limited: Landtech not having the maintenance contract, improper site use, irrigation system not functioning/ functioning properly, vandalism, if winter watering is not provided by Landtech, acts of God, etc.

Sincerely,

**Ben Zand**  
Account Manager



525 Laredo Street  
Aurora, CO 80011  
Direct 720.975.2218  
Cell 720.749.0067  
[benz@landtechcontractors.com](mailto:benz@landtechcontractors.com)  
[www.landtechcontractors.com](http://www.landtechcontractors.com)

<p><u>Offer accepted as above:</u></p> <p><u>Bret C. Erickson</u></p> <p><u>Customer Signature</u></p> <p><u>BRET ERICKSON BOARD MEMBER</u></p> <p><u>Printed Name and Title</u></p> <p><u>May 11, 2022</u></p> <p><u>Date</u></p>
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BLACK STONE  
district

***Blackstone Metropolitan District***  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**

**April 28, 2022 | 6:00 PM**

Microsoft Teams meeting

**MINUTES**

**I. ATTENDANCE & CALL TO ORDER**

**Board Members in attendance were:**

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

Maria Elena Daniels, Treasurer was absent and excused.

Others in attendance were: Sabrina Lopez (Westwind), Clint Waldron (WBA), Curtis Bourgouin (CLA), and Ben Zand (LandTech), plus 6 members of the public were present.

The meeting was called to order at 6:00 pm by President, Shawn McGoff.

**II. DISCLOSURE OF ANY CONFLICTS OF INTEREST** – There were no conflicts to disclose.

**III. AGENDA REVIEW / UPDATES OR APPROVAL** – 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 an inquiry from Lee McCall, Social Committee Member, asking if anything was needed from the committee on the garage sale. The board stated this would be further discussed.

**V. CONSENT AGENDA**

A motion was duly made by Bret Erickson, seconded by Rick Schroder and unanimously carried, to approve all consent agenda items, as follows:

- a. Ratify Flower Proposal from LandTech in the amount of \$14,472.00.
- b. Approve Regular Meeting Minutes of the Board held on March 24, 2022.

**VI. GUESTS & CORRESPONDENCE**

Guest: Steven Gomez with Flock Security presented on License Plate Readers, their company and why they focus on plate reader technology for security. Upon review of the system being offered, the Board requested a formal proposal for plate readers to be installed at all 5 access points into the community.

Correspondence: A request to install a dog waste receptacle at the park at S. White Crow St. was reviewed by the board. The Landscape committee has identified that we have an extra one, and we can have Landtech install it near the sidewalk.

Correspondence: The board reviewed the request for waiver of fees for account #86560. A motion was duly made by Shawn McGoff, seconded by Brett Erickson and unanimously carried, to deny the request

for waiver of fees. The board discussed sending these letters certified, return receipt. As they cannot continue to waive fees due to owners stating they are not receiving the letters being sent.

Correspondence: The board reviewed the request for waiver of fees for account #86119. A motion was duly made by Shawn McGoff, seconded by Brett Erickson and unanimously carried to deny the request for waiver of fees. The board discussed sending out an eblast for steps on setting up auto pay.

## VII. COMMITTEE REPORTS

### a. Landscape

1. Landscape Maintenance Report (Ben Zand, Account Manager, LandTech) – Ben Zand reported the following activity, pre-emergent has been applied, spring clean-up was performed, irrigation is active for the entire community, weed and feed to take place in the turf grass in the next two weeks, aeration and the gravel path repair south of the Blackstone monument sign. The sod replacement included in the contract, the Lennar punch list and the Smokey Hill plant list are to be done. Flowers are going in tentatively May 17<sup>th</sup>. The irrigation controllers have arrived and will be installed soon bringing the system up to the 21<sup>st</sup> century and beyond. The also looked for the garage sale sign but they do not find it. An inquiry came from Shawn McGoff about space to store a garage sale sign if one were purchased. Ben Zand stated they may have a small amount of space for it to be stored, in the Conex, if it is posterboard size. Ben Zand continued to report that the school is going up quickly and they are coordinating with the contractors to make sure the irrigation system is running and that their will not be any unnecessary runoff. This interaction has remained harmonious. And finally, the weekly service is to be performed on Monday and Tuesdays within the community.
2. Monument/Park Power & Irrigation & Holiday Lights Install & Storage - Ben Zand presented a proposal to add electricity and irrigation at Hilltop Park at the South and East entrance and at Monaghan Rd A motion was duly made by Brett Erickson, seconded by Shawn McGoff and unanimously carried to accept the proposal for lighting and power to be installed by Landtech at Hilltop Park and Monaghan Rd. to include holiday lights and storage for \$62,653.00.
3. Tree Replace and Install – The board discussed the pending tree proposal. Follow up is needed with Tree Analysis as LandTech will need the final tree count/selection in order to provide a proposal for the board to review and secure the trees. The board expressed some concerns related to timing of ordering trees. LandTech assured that they can secure the trees and are not worried about this. A motion was duly made by Perry Deeds, seconded by Bret Erickson and unanimously carried to accept the tree install proposal with a not to exceed expense amount of \$110,000 with LandTech.
4. Snow Depth Measuring Stakes (Updated Placement) - The map was provided by the committee for review. The map will be provided to LandTech for future snow depth measuring.
5. Review and Discuss Ownership and Maintenance Map – The board reviewed the Ownership and Maintenance Map. Discussion about finalizing the map with the club.
6. Discuss Irrigation Usage Tracking – Clint Waldron suggested that the District track irrigation use to assist with billing and questions that could arise related to such use.

7. Review Detention Pond Inspection Report – The board reviewed the detention pond inspection report. There are some areas that need attention. Landtech to provide clean up as noted.

[Landscape contractor may be excused]

- b. Advisory – There was no committee report.
- c. Architectural / Design Review
  1. Design Guidelines Revisions - The Design Guidelines were included for board review and approval. The board would like to see the paint book link added to the guidelines before approving.
  2. Architectural Consultant – The current consultant does not currently perform any follow up on the approved requests to ensure they are completed as approved. Upon reaching out to a couple other Architectural Consultants to assist with review of design review requests, there are not many out there that can help in this capacity. Costs seem to be too much for the consultant compared to the review fees being assessed. It was suggested that either the committee complete such review or that we ask the current consultant to add this to their scope of work. A proposal to be obtained for adding this to current consultant was agreed upon by the board.
- d. Security / Safety
  1. License Plate Readers – Discussed under Guests, above. A proposal from Security Surveillance System was also provided. The board reviewed and determined they would like to see a formal bid from Flock Security rather.
  2. License Plate Reader Data – The board reviewed the reports provided for crime rates within and nearby the community.
- e. Social – Discussion on possible events the District could host and engaging owners to attend.
- f. Website – There was no committee report.

## VIII. FINANCIAL REPORT

- a. Financial Statements / Claims – The financial reports and detail, including statement of claims, were provided for March 2022, and were reviewed by Curtis Bourgoon. A motion was duly made by Shawn McGoff, seconded by Perry Deeds and unanimously carried, to accept the financial report as presented.
- b. Other Financial Matters – Curtis Bourgoon presented their Master Service Agreement and Special Districts Preparation Statement of Work and Payroll Services Statement of Work for the board's review and approval. The Master Service Agreement and Statement of Works were also reviewed by legal team with White Bear Ankele Tanaka and Waldron, PC. prior to presenting to the board. A motion was duly made by Shawn McGoff, seconded by Bret Erickson and unanimously carried to accept the Master Service Agreement, Special Districts Preparation Statement of Work and Payroll services Statement of Work as presented by Clifton Larson Allen, LLP.

## IX. LEGAL REPORT

- a. Clint Waldron presented for consideration the Approval of Consent Regarding Transaction Based Conflict of Interest with Respect to the Issuance of Bonds by the South

Aurora Regional Improvement Authority to the Board. A motion was duly made by Shawn McGoff, seconded by Perry Deeds and unanimously carried to accept the Approval of Consent Regarding Transaction Based Conflict of Interest with Respect to the Issuance of Bonds by the South Aurora Regional Improvement Authority as presented.

- b. Clint Waldron presented for consideration the Special Bond Fee Disclosure for Services in Connection with the Issuance of Bonds by the South Aurora Regional Improvement Authority. A motion was duly made by Shawn McGoff, seconded by Perry Deeds and unanimously carried to accept the Special Bond Fee Disclosure for Services in Connection with the Issuance of Bonds by the South Aurora Regional Improvement Authority as presented.
- c. Other Legal Matters – None.

**X. MANAGEMENT REPORT**

- a. Management Report – The board reviewed the management report.
- b. Trash Contract – Sabrina Lopez reported that the trash contract has a termination date of December 31, 2022 with a 90 day notice period to terminate.

**XI. CAPITAL PROJECTS**

- a. Update Capital Projects Status
  - 1. Park Signs – Bret Erickson reported that this is pending permits.
  - 2. Landscape Design (entrances, medians) – Bret Erickson reported that this is pending permits.
  - 3. Lighting Country Club and Hilltop Parks - Maria Elena reported via email that the permits are being obtained, now that the park addresses have been received.

**XII. DISTRICT MEMBERSHIPS / REPRESENTATIVE REPORTS**

- a. SARIA (Shawn) – SARIA is planning on issuing debt to fund additional regional transportation improvements as detailed on the approved master plan. This will not impact the District.
- b. Wheatlands Park and Rec (Maria Elena) - Maria Elena provide a report via email that the YMCA discussed the additional bank visits that will be happening due to the debt/service ratio and ways to increase membership rates.  
They passed on my feedback to the administration, in reference to a few comments made by neighbors on Blackstone Facebook page about swimming lessons.  
Clint Waldron is checking what will happen with her seat at the Wheatlands Parks and Rec Center and inform the Board.

**XIII. PUBLIC COMMENT - None**

- XIV. ADJOURNMENT** – There being no further business to conduct, a motion was duly made, seconded and unanimously carried to adjourn the meeting at 8:12 p.m.

**GUESTS &  
CORRESPONDENCE**



# **COMMITTEE REPORTS**

# PROJECT - MAY REPORT

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Monthly Landscape Report

Wednesday, May 11, 2022

Prepared For Blackstone

8 Items Identified



**ITEM 1**  
Hilltop Park



**ITEM 2**  
Hilltop Park east side



**ITEM 3**

Mineral drive and East Friend Place looking north. Trees and sod are looking nice and greening up.



**ITEM 4**

Mineral drive and East Friend Place looking South.



**ITEM 5**

Country Club Parkway and E  
Longs Circle looking north.



**ITEM 6**

Tree planted last year starting to  
bloom.



### **ITEM 7**

Native along Powhatan looking south. Growing uniformly. Grass needs ample time to go to seed still but looking great overall.

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### **SUMMARY**

Completed services as of 5/11/2022:

- Irrigation activation
- Spring clean Up
- Pre-Emergent weed application
- First fertilizer and weed control application for the turf grass areas
- Completed 4th weekly service for 2022
- Gravel path repair

Upcoming services in May/early June:

- Flowers delivered on May 17th and install begins that week.
- Adjustments to flower beds for irrigation and amending the soil will take place prior.
- Upon completion of the flowers, we will perform the Smokey Hill plant replacements and the Lennar Punch list plant replacements. Additionally, we will replace dead portions of the sod from the 2021-2022 contract while the crews are on site.
- Irrigation Controller upgrade and electrical upgrades.

Looking forward:

- Weeds are a weekly battle at this time of the year. Perimeter along Powhatan and County line will be prioritized as well as the weeds growing in the medians.
- Tree install final phase tentatively scheduled for mid to early July.

# BLACKSTONE

Date Received: 4/19/22

Applicant's Name: Mark Zwingelberg

Property Address (or Lot Number): 8241 S. Shady Grove Court

**Request involves the following improvements:**

Exterior paint

## **Design Review Action:**

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### **Denied:**

1. **Painting.** Approval is not required if color and/or color combinations are identical to the original color established on the home. Any changes to the color scheme or color changes must be submitted for approval and must conform to the general scheme of the community. If you choose to use a different color on your home, you will need to submit the Architectural Request Form with your color samples painted on a hard surface at least 12" x 12" , with a general description of the colors of the house on either side of your home to the Architectural Advisory Committee. (Section 2.44)

**•Thank you for resubmitting the requested information regarding the exterior paint. Unfortunately, the proposed exterior painting scheme cannot be approved. Please note that the design guidelines state, " Any changes to the color scheme or color changes must be submitted for approval and must conform to the general scheme of the community". The established pattern of exterior paint used in Blackstone is as follows: Main Body Color (and/or Secondary Body Color), Trim Color, and Accent Color. It is important to maintain consistency with the overall neighborhood, because of this the submitted color blocking concept (shown below) cannot be approved. Please note that homeowners do have the option of submitting a variance request to the neighborhood board of directors for denied submittals. Variance requests shall be sent to the community manager and they will forward the request onto the board for their consideration. In order to move forward with the design review process, you may either resubmit a color option that is in compliance with the design guidelines or request a variance from the neighborhood board.**



Date: April 22, 2022

**FLOCK GROUP INC.**  
PO Box 207576  
Dallas, TX 75320-7576

**SAAS SERVICES AGREEMENT  
ORDER FORM**

This Order Form together with the terms and conditions (as defined herein) describe the relationship between Flock Group Inc. (“Flock”) and the customer identified below (“Customer”) (each of Flock and Customer, a “Party”). This order form (“Order Form”) hereby incorporates and includes the terms and conditions located at <https://www.flocksafety.com/legal/terms-and-conditions> (the “Terms of Service”) which describe and set forth the general legal terms governing the relationship (collectively, the “Agreement”). The Terms of Service contain, among other things, warranty disclaimers, liability limitations and use limitations.

For Customers based in California, this agreement also contains state-specific terms located at <https://www.flocksafety.com/california-private-customer-addendum-to-terms-and-conditions-for-flock-safety> .

The Agreement will become effective when this Order Form is executed by both Parties (the “Effective Date”).

Customer: CO - Blackstone Metropolitan District      Contact: Sabrina Lopez

Address:  
7777 S Country Club Pkwy  
Arvada, Colorado 80001

Phone: (720) 660-0507  
Email: [sabrina@westwindmanagement.com](mailto:sabrina@westwindmanagement.com)

Sales tax will be added to all fees as applicable.

**If your organization is tax exempt, please check this box:  
and email your Sales Tax Exemption Certificate to [billing@flocksafety.com](mailto:billing@flocksafety.com).**

Term: 24 months



<b>Name</b>	<b>Price</b>	<b>QTY</b>	<b>Subtotal</b>
Sparrow Real-Time Camera	\$2,400.00	10.00	\$24,000.00
Professional Services - Sparrow, Standard Implementation	\$350.00	10.00	\$3,500.00

**(Includes one-time fees)**

Year 1 Total: \$27,500.00  
Recurring Total: \$24,000.00

**Installation Deployment Plan: <https://planner.flocksafety.com/public/ad1fedc0-52b3-4855-b58c-8f61e7ad4913>**

Use the link above to review and confirm the Deployment Plan. Initials required.

Note: Any changes to the approved plan may incur additional fees and implementation delays as outlined in the Reinstall Schedule in 2.7 of the Terms of Service.

Includes camera hardware, solar panel, maintenance, warranty, software, and installation of cameras, signage, and poles for the full term of the contract.

[Signature Page Follows]

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/legal/terms-and-conditions> .**

The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**CO - Blackstone Metropolitan District**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## Standard vs. Advanced Implementation

**Standard Implementation:**

**Cost** = \$350 / camera (one time cost)

**Included in scope:** Once Designated Locations have been confirmed, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey in order to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work to proceed by following State utility locating procedures Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
  - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power in accordance with our electrical wiring requirements ([link](#)). Flock is unable to make any AC connections or bore holes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician, and associated costs, not included in scope.
  - Access requiring up to a 14' A-frame ladder
  - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

## Standard vs. Advanced Implementation

**Not included in scope:** Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- A NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requiring a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power, but is unable to make any AC connections or bore holes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required City, County, or State permits



**Advanced Implementation:**

**Cost** = \$750 / camera (one time cost)

**Included in scope:** Once Designated Locations have been confirmed, as part of the **Advanced Implementation Service** Flock will perform the following:

- An in-person site survey in order to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work to proceed by following State utility locating procedures Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
  - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion) or **NCHRP 350 or MASH approved pole**, if necessary
    - **Pole Options - Northern and Coastal**
    - **Pole Options - Non-Winterized, Non-Coastal**
    - **Pole Options - Georgia**
    - **Pole Options - Texas**
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power in accordance with our electrical wiring requirements [\(link\)](#). Flock is unable to make any AC connections or bore holes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician, and associated costs, not included in scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

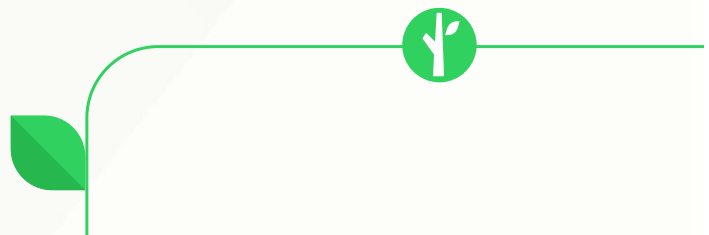
## Standard vs. Advanced Implementation

**Not included in scope:** By default, Flock does not include the following as part of the Advanced Implementation Service but can optionally provide a quote for sourcing (additional cost):

- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requiring a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power, but is unable to make any AC connections or bore holes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required City, County, or State permits

### Professional Services Schedule:

- Camera relocation, existing pole non-AC powered = \$350
- Camera relocation, Flock pole and/or AC powered = \$750
- Camera replacement as a result of vandalism, theft, or damage = \$500
- Pole replacement as a result of vandalism, theft, or damage = \$500
- Trip charge = \$350
- Examples:
  - Angle adjustment (elective)
  - Install additional Flock signage



# **FINANCIAL REPORT**

**BLACKSTONE METROPOLITAN DISTRICT**

**FINANCIAL STATEMENTS**

**APRIL 30, 2022**

Draft



**BLACKSTONE METROPOLITAN DISTRICT  
BALANCE SHEET - GOVERNMENTAL FUNDS  
APRIL 30, 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>
<b>ASSETS</b>							
1st Bank	\$ 15,021	\$ 263,708	\$ -	\$ -	\$ 2,129	\$ -	\$ 280,858
Colotrust	2,757,174	-	2,353,104	12,789	413,368	-	5,536,435
Accounts receivable	-	128,522	-	-	-	-	128,522
Receivable from County Treasurer	65,996	-	77,472	-	-	2,350	145,818
<b>TOTAL ASSETS</b>	<u>\$ 2,838,191</u>	<u>\$ 392,230</u>	<u>\$ 2,430,576</u>	<u>\$ 12,789</u>	<u>\$ 415,497</u>	<u>\$ 2,350</u>	<u>\$ 6,091,633</u>
<b>LIABILITIES AND FUND BALANCES</b>							
<b>LIABILITIES</b>							
Accounts payable	\$ 17,392	\$ 10,349	\$ -	\$ -	\$ 4,800	\$ -	\$ 32,541
Prepaid assessments	-	27,685	-	-	-	-	27,685
Due to SARIA	-	-	-	-	-	2,350	2,350
<b>TOTAL LIABILITIES</b>	<u>17,392</u>	<u>38,034</u>	<u>-</u>	<u>-</u>	<u>4,800</u>	<u>2,350</u>	<u>62,576</u>
<b>FUND BALANCES</b>							
Fund balances	<u>2,820,799</u>	<u>354,196</u>	<u>2,430,576</u>	<u>12,789</u>	<u>410,697</u>	<u>-</u>	<u>6,029,057</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$ 2,838,191</u>	<u>\$ 392,230</u>	<u>\$ 2,430,576</u>	<u>\$ 12,789</u>	<u>\$ 415,497</u>	<u>\$ 2,350</u>	<u>\$ 6,091,633</u>

**BLACKSTONE METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FOUR MONTHS ENDED APRIL 30, 2022**

**GENERAL FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
<b>REVENUES</b>				
Property taxes	\$ 1,304,232	\$ 692,435	\$ (611,797)	\$ 728,287
Specific ownership taxes	94,925	28,951	(65,974)	31,133
Interest income	1,450	834	(616)	254
Other revenue	-	-	-	72
<b>TOTAL REVENUES</b>	<u>1,400,607</u>	<u>722,220</u>	<u>(678,387)</u>	<u>759,746</u>
<b>EXPENDITURES</b>				
Accounting	52,000	12,352	39,648	12,453
Audit	5,100	-	5,100	-
County Treasurer's fee	19,563	10,387	9,176	10,925
Directors' fees	3,500	-	3,500	1,200
Director and meeting expense	2,000	-	2,000	-
Insurance	35,000	33,843	1,157	32,821
Legal	65,000	20,176	44,824	19,297
Miscellaneous	2,000	488	1,512	1,207
Payroll taxes	268	-	268	107
Election expense	40,000	22,579	17,421	-
Website	1,500	600	900	150
Contingency	24,069	-	24,069	-
<b>TOTAL EXPENDITURES</b>	<u>250,000</u>	<u>100,425</u>	<u>149,575</u>	<u>78,160</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	1,150,607	621,795	(528,812)	681,586
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers to other fund	(1,304,600)	(69,152)	1,235,448	(12,090)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(1,304,600)</u>	<u>(69,152)</u>	<u>1,235,448</u>	<u>(12,090)</u>
<b>NET CHANGE IN FUND BALANCES</b>	(153,993)	552,643	706,636	669,496
<b>FUND BALANCES - BEGINNING</b>	<u>1,529,705</u>	<u>2,268,154</u>	<u>738,449</u>	<u>1,890,549</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 1,375,712</u>	<u>\$ 2,820,797</u>	<u>\$ 1,445,085</u>	<u>\$ 2,560,045</u>

**BLACKSTONE METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FOUR MONTHS ENDED APRIL 30, 2022**

**OPERATIONS FEE FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
<b>REVENUES</b>				
Interest income	\$ 150	\$ 1	\$ (149)	\$ 21
Operations fee (homeowners)	561,660	293,246	(268,414)	270,665
Operations fee (vacant lots)	18,228	2,139	(16,089)	4,557
Other revenue	-	4,230	4,230	-
Working capital	61,000	13,545	(47,455)	6,000
Design review fees	6,000	490	(5,510)	-
Legal collection fees	7,000	706	(6,294)	455
Violations and late fees	6,000	3,736	(2,264)	-
<b>TOTAL REVENUES</b>	<u>660,038</u>	<u>318,093</u>	<u>(341,945)</u>	<u>281,698</u>
<b>EXPENDITURES</b>				
Legal - collections	7,000	15,810	(8,810)	6,253
Miscellaneous	3,000	23,278	(20,278)	15
Community activities	16,000	-	16,000	-
Design review	6,000	2,988	3,012	2,285
Facilities management - contract	51,000	12,225	38,775	15,537
Facilities management - costs	14,000	8,266	5,734	3,080
Irrigation repairs and improvements	51,000	166	50,834	6,628
Landscape maintenance - contract	385,000	127,728	257,272	30,850
Landscape improvements	50,000	10,420	39,580	1,559
Tree and shrub replacement	100,000	-	100,000	-
Gas and electric	20,000	3,194	16,806	4,013
Trash removal	153,000	37,774	115,226	45,184
Water - irrigation	128,000	3,154	124,846	3,272
Grounds maintenance	31,000	1,080	29,920	7,383
Holiday lighting	25,000	-	25,000	1,260
Lighting	11,000	2,816	8,184	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	-
<b>TOTAL EXPENDITURES</b>	<u>1,138,000</u>	<u>248,899</u>	<u>889,101</u>	<u>130,728</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(477,962)	69,194	547,156	150,970
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers from other funds	205,000	69,152	(135,848)	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>205,000</u>	<u>69,152</u>	<u>(135,848)</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCES</b>	(272,962)	138,346	411,308	150,970
<b>FUND BALANCES - BEGINNING</b>	<u>294,186</u>	<u>215,850</u>	<u>(78,336)</u>	<u>300,936</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 21,224</u>	<u>\$ 354,196</u>	<u>\$ 332,972</u>	<u>\$ 451,906</u>

**SUPPLEMENTARY INFORMATION**

Draft

**BLACKSTONE METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FOUR MONTHS ENDED APRIL 30, 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>
<b>REVENUES</b>				
Property taxes	\$ 1,537,130	\$ 816,084	\$ (721,046)	\$ 849,669
Specific ownership taxes	107,599	32,817	(74,782)	35,023
Interest income	1,600	670	(930)	271
<b>TOTAL REVENUES</b>	<u>1,646,329</u>	<u>849,571</u>	<u>(796,758)</u>	<u>884,963</u>
<b>EXPENDITURES</b>				
County Treasurer's fee	23,057	12,242	10,815	12,746
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	-
<b>TOTAL EXPENDITURES</b>	<u>1,553,000</u>	<u>12,242</u>	<u>1,540,758</u>	<u>12,746</u>
<b>NET CHANGE IN FUND BALANCES</b>	93,329	837,329	744,000	872,217
<b>FUND BALANCES - BEGINNING</b>	<u>1,564,547</u>	<u>1,593,247</u>	<u>28,700</u>	<u>1,755,726</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 1,657,876</u>	<u>\$ 2,430,576</u>	<u>\$ 772,700</u>	<u>\$ 2,627,943</u>

**BLACKSTONE METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FOUR MONTHS ENDED APRIL 30, 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>
<b>REVENUES</b>				
<b>TOTAL REVENUES</b>				
<b>EXPENDITURES</b>				
<b>TOTAL EXPENDITURES</b>				
<b>NET CHANGE IN FUND BALANCES</b>	-	-	-	-
<b>FUND BALANCES - BEGINNING</b>	-	12,789	12,789	-
<b>FUND BALANCES - ENDING</b>	\$ -	\$ 12,789	\$ 12,789	\$ -

Draft

**BLACKSTONE METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FOUR MONTHS ENDED APRIL 30, 2022**

**CAPITAL PROJECTS FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
<b>REVENUES</b>				
Interest income	\$ 400	\$ 141	\$ (259)	\$ -
<b>TOTAL REVENUES</b>	<u>400</u>	<u>141</u>	<u>(259)</u>	<u>-</u>
<b>EXPENDITURES</b>				
Legal	-	646	(646)	-
Monumentation	-	-	-	12,090
Park improvements	35,000	-	35,000	-
Entryways	750,000	20,580	729,420	-
Trees	150,000	-	150,000	-
Lighting	35,000	18,220	16,780	-
Filing 3 enhancements	30,000	-	30,000	-
<b>TOTAL EXPENDITURES</b>	<u>1,000,000</u>	<u>39,446</u>	<u>960,554</u>	<u>12,090</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(999,600)	(39,305)	960,295	(12,090)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers from other funds	1,099,600	-	(1,099,600)	12,090
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>1,099,600</u>	<u>-</u>	<u>(1,099,600)</u>	<u>12,090</u>
<b>NET CHANGE IN FUND BALANCES</b>	100,000	(39,305)	(139,305)	-
<b>FUND BALANCES - BEGINNING</b>	<u>350,000</u>	<u>450,001</u>	<u>100,001</u>	<u>-</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 450,000</u>	<u>\$ 410,696</u>	<u>\$ (39,304)</u>	<u>\$ -</u>

**BLACKSTONE METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE FOUR MONTHS ENDED APRIL 30, 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>
<b>REVENUES</b>				
Property taxes - Regional mill levy	\$ 51,843	\$ 27,524	\$ (24,319)	\$ 27,020
<b>TOTAL REVENUES</b>	<u>51,843</u>	<u>27,524</u>	<u>(24,319)</u>	<u>27,020</u>
<b>EXPENDITURES</b>				
County Treasurer's fee	778	413	365	405
Regional mill levy - Payment to SARIA	51,065	27,111	23,954	26,614
<b>TOTAL EXPENDITURES</b>	<u>51,843</u>	<u>27,524</u>	<u>24,319</u>	<u>27,019</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	-	-	-	1
<b>OTHER FINANCING SOURCES (USES)</b>				
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	-	-	-	-
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES</b>	-	-	-	1
<b>FUND BALANCES - BEGINNING</b>	-	-	-	-
<b>FUND BALANCES - ENDING</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1</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
<b>Reimbursement Agreements</b>				
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
<b>Reimbursement Agreements</b>				
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**

**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**  
**Schedule of Cash Position**  
**April 30, 2022**  
Updated as of May 11, 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>
<b><u>1st Bank - Checking</u></b>							
Balance as of 4/30/22	\$ 15,021.42	\$ 263,708.07	\$ -	\$ -	\$ 2,129.10	\$ -	\$ 280,858.59
Subsequent activity:							-
05/02/22 - Bill.com Payment	-	-	-	-	(2,129.10)	-	(2,129.10)
05/03/22 - Aurora Water Autopay	-	(867.20)	-	-	-	-	(867.20)
05/06/22 - Transfer from Colotrust	17,328.84	-	-	-	2,671.16	-	20,000.00
05/06/22 - Xcel Energy Autopay	-	(734.14)	-	-	-	-	(734.14)
<i>Anticipated Bill.com Payment</i>	<i>(15,006.41)</i>	<i>(61,555.11)</i>	<i>-</i>	<i>-</i>	<i>(2,671.16)</i>	<i>-</i>	<i>(79,232.68)</i>
<i>Anticipated Balance</i>	<u>17,343.85</u>	<u>200,551.62</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>217,895.47</u>
<b><u>Colotrust - Savings Account</u></b>							
Balance as of 4/30/22	\$ 2,757,173.54	\$ -	\$ 2,353,104.39	\$ 12,788.76	\$ 413,367.97	\$ -	\$ 5,536,434.66
Subsequent activity:							
05/06/22 - Transfer to Checking	(17,328.84)	-	-	-	(2,671.16)	-	(20,000.00)
05/10/22 - Property Tax Deposit (April)	65,996.21	-	77,471.81	-	-	2,350.06	145,818.08
Surplus fund	-	-	(1,000,000.00)	-	-	-	(1,000,000.00)
<i>Anticipated Debt Service Payment</i>	<i>-</i>	<i>-</i>	<i>(551,462.50)</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>(551,462.50)</i>
<i>Anticipated Transfer to SARLA</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>(2,350.06)</i>	<i>(2,350.06)</i>
<i>Anticipated Balance</i>	<u>2,805,840.91</u>	<u>-</u>	<u>879,113.70</u>	<u>12,788.76</u>	<u>410,696.81</u>	<u>-</u>	<u>4,108,440.18</u>
<i>Total by fund</i>	<u>\$ 2,823,184.76</u>	<u>\$ 200,551.62</u>	<u>\$ 879,113.70</u>	<u>\$ 12,788.76</u>	<u>\$ 410,696.81</u>	<u>\$ -</u>	<u>\$ 4,326,335.65</u>

**Yield Information:**

Colotrust Prime (April 2022) - .2002%

**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	133,141.11	-	14,674.09	-	(1,997.12)	-	145,818.08	4.60%	53.09%	262,344.17	13.29%	58.99%
May	-	-	-	-	-	-	-	0.00%	53.09%	121,071.35	2.71%	61.70%
June	-	-	-	-	-	-	-	0.00%	53.09%	1,070,088.63	37.24%	98.94%
July	-	-	-	-	-	-	-	0.00%	53.09%	48,040.98	0.26%	99.20%
August	-	-	-	-	-	-	-	0.00%	53.09%	24,857.45	0.00%	99.20%
September	-	-	-	-	-	-	-	0.00%	53.09%	25,220.23	0.31%	99.51%
October	-	-	-	-	-	-	-	0.00%	53.09%	15,621.17	0.32%	99.83%
November	-	-	-	-	-	-	-	0.00%	53.09%	26,428.78	0.23%	100.06%
December	-	-	-	-	-	-	-	0.00%	53.09%	15,971.62	-0.08%	99.98%
<b>\$</b>	<b>1,536,043.71</b>	<b>\$ -</b>	<b>\$ 61,767.83</b>	<b>\$ 46.87</b>	<b>\$ (23,041.37)</b>	<b>\$ -</b>	<b>\$ 1,574,817.04</b>	<b>53.09%</b>	<b>53.09%</b>	<b>\$ 2,994,525.95</b>	<b>99.98%</b>	<b>99.98%</b>

Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied
\$ 1,304,232.00	45.08%	\$ 692,435.14	53.09%
1,537,130.00	53.13%	816,084.24	53.09%
51,843.00	1.79%	27,524.33	53.09%
<b>\$ 2,893,205.00</b>	<b>100.00%</b>	<b>\$ 1,536,043.71</b>	

**Property Tax**

General Fund	\$ 1,304,232.00	45.08%	\$ 692,435.14	53.09%
Debt Service Fund	1,537,130.00	53.13%	816,084.24	53.09%
Regional	51,843.00	1.79%	27,524.33	53.09%
<b>\$</b>	<b>2,893,205.00</b>	<b>100.00%</b>	<b>\$ 1,536,043.71</b>	

**Specific Ownership Tax**

General Fund	\$ 94,925.00	46.87%	\$ 28,950.98	30.50%
Debt Service Fund	107,599.00	53.13%	32,816.85	30.50%
<b>\$</b>	<b>202,524.00</b>	<b>100.00%</b>	<b>\$ 61,767.83</b>	

**Treasurer's Fees**

General Fund	\$ 19,563.00	45.08%	\$ 10,386.86	53.09%
Debt Service Fund	23,057.00	53.13%	12,241.65	53.09%
Regional	778.00	1.79%	412.86	53.07%
<b>\$</b>	<b>43,398.00</b>	<b>100.00%</b>	<b>\$ 23,041.37</b>	

Due To SARIA From 2021	\$ 283.85
Pledged Ptax Collected	27,111.47
Payments to SARIA	25,045.26
<b>Due To SARIA</b>	<b>\$ 2,350.06</b>

Blackstone Metro District Interim Claims List 4/15/22 - 5/17/22

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
4/29/2022	Altitude Community Law P.C.	1726	\$ 1,141.00
4/29/2022	CliftonLarsonAllen LLP	3218187	3,457.54
4/29/2022	Full Spectrum Lighting, Inc.	2112286	100.00
4/29/2022	Idea Law Group LLC	BMDO0041184LIT	609.75
4/29/2022	Landtech Contractors, Inc	4452	31,932.00
4/29/2022	Lee Design Group LLC	BST22/02	300.00
4/29/2022	Pet Scoop, Inc.	400208	270.00
4/29/2022	Sequoia Golf Blackstone Country Club	BMD0134	1,126.72
4/29/2022	South Aurora Regional Improvement Authority	Multiple	24,761.41
4/29/2022	Storm water Asset Protection LLC	Multiple	2,608.44
4/29/2022	Westwind Management Group LLC	Multiple	4,143.55
4/29/2022	White Bear Ankele Tanaka & Waldron	Multiple	16,864.13
4/29/2022	Xcel Energy	53-8016149-9	1,016.91
5/2/2022	Core Consultants Inc.	22047587	1,187.50
5/2/2022	Design Concepts	21080	941.60
5/17/2022	Altitude Community Law P.C.	861569	1,641.50
5/17/2022	Design Concepts	21151	941.60
5/17/2022	Full Spectrum Lighting, Inc.	Multiple	4,556.68
5/17/2022	Idea Law Group LLC	Multiple	1,330.00
5/17/2022	Landtech Contractors, Inc	Multiple	32,098.00
5/17/2022	Lee Design Group LLC	BST22/03	165.00
5/17/2022	Pet Scoop, Inc.	401904	270.00
5/17/2022	Southdata Inc	993611436	697.40
5/17/2022	Tracy Williams	86618	183.48
5/17/2022	Waste Management of Denver	1675235-0178-8	13,160.31
5/17/2022	Westwind Management Group LLC	Multiple	7,100.03
5/17/2022	White Bear Ankele Tanaka & Waldron	Multiple	16,354.54
5/17/2022	Xcel Energy	53-8016149-9	734.14
		<b>Total</b>	<b>\$ 169,693.23</b>



# **LEGAL REPORT**

**AMENDED AND RESTATED  
CROSS-ACCESS EASEMENT AGREEMENT**

This AMENDED AND RESTATED CROSS-ACCESS EASEMENT AGREEMENT (“**Agreement**”) is made and entered this \_\_\_\_ day of \_\_\_\_\_ 2022 (the “**Effective Date**”), by and between **BLACKSTONE CC, LLC**, a Colorado limited liability company (“**Blackstone**”), whose address is \_\_\_\_\_, and **BLACKSTONE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), whose address is c/o White Bear Ankele Tanaka and Waldron, 2154 E. Commons Ave., Suite 2000, Centennial, CO 80122.

**RECITALS**

A. Blackstone owns or is responsible for maintaining certain real property located in Aurora, Colorado, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Blackstone Property**”).

B. The District owns or is responsible for maintaining certain real property located in Aurora, Colorado, as more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference (the “**District Property**”).

C. Blackstone is also responsible for the maintenance of certain tree lawns within the City of Aurora right-of-way, pursuant to Aurora Municipal Code Section 142-75, as such tree-lawns are more particularly described on **Exhibit C** (the “**Blackstone Tree Lawns**”).

D. Lennar Colorado, LLC, constructed an entry monument sign on Lot 1, Block 1, High Plains Country Club Filing No. 5, which property is owned by Blackstone, as more particularly described on **Exhibit D** (the “**Entry Monument**”), and generally located on the northwest corner of E. Mineral Place and S. Monaghan Road.

E. Blackstone has agreed to maintain certain portions of the District Property, and the District has agreed to maintain certain portions of the Blackstone Property and Blackstone Tree Lawns, all as more particularly set forth in this Agreement.

F. Blackstone has further agreed to allow the District to maintain and improve the Entry Monument as more particularly set forth in this Agreement.

G. Blackstone and the District desire to grant to each other cross-access easements for the purpose of conducting such maintenance and improvements as more particularly set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Definitions. The following terms have the respective meanings set forth below:

a. “Permittees” means the Owners’ respective employees, agents, contractors, and representatives.

b. “Property” or “Properties” means the Blackstone Property and the District Property, individually and collectively.

c. “Owner” and “Owners” means Blackstone and the District, individually or collectively, and their respective successors or assigns.

2. Maintenance Obligations.

a. The District shall maintain in good condition and repair, or cause to be maintained and kept in good condition and repair, at its sole cost and expense, the Entry Monument and the portions of the Blackstone Property depicted with shading on **Exhibit E** and legally described on **Exhibits** \_\_\_ through \_\_\_ attached hereto and incorporated herein by this reference (the “**District Easement Areas**”).

b. Blackstone shall maintain in good condition and repair, or cause to be maintained and kept in good condition and repair, at its sole cost and expense, the portions of the District Property depicted in cross-hatch on **Exhibit E** and legally described on **Exhibits** \_\_\_ through \_\_\_ attached hereto and incorporated herein by this reference (the “**Blackstone Easement Areas**,” and, together with the District Easement Areas, the “**Easement Areas**”).

c. The obligation of each Owner with respect to the Easement Areas that such Owner is required to maintain hereunder shall include, but shall not be limited to, the following:

i. Mowing, irrigating (including the cost of any water used), fertilizing, aerating, weed control, and general landscape maintenance of all landscaped areas, and removing all trash and debris to the extent reasonably necessary, to keep such Easement Areas in a neat, clean, and orderly condition;

ii. Removal of snow or ice on walkways as reasonably necessary;

iii. Keeping the Easement Areas in a safe, clean condition and in compliance in all respects with all laws, orders, ordinances, and all governmental, health, fire, and police rules, requirements, and regulations; and

iv. Repairing and maintaining the irrigation systems.

d. The District shall maintain, and may improve, alter, use, or remove the Entry Monument, at its sole cost and expense. The District may also provide additional landscape enhancements around the Entry Monument, including planting beds, and may display seasonal décor on or adjacent to the Entry Monument, so long as such additional landscape enhancements and seasonal décor are within the District Easement Areas.

e. The District shall repair and maintain the metal fencing and masonry columns directly adjacent to the District Easement Area depicted in Exhibit \_\_\_\_; however, the Parties shall split any such repair costs (meaning the actual out-of-pocket costs) equally.

f. Each Owners shall perform any such maintenance activities in such a manner as to not disrupt the other Owner's business operations or use and enjoyment of their respective Properties. To the extent permitted by law, if at all, the Owner causing such maintenance to be performed shall indemnify and hold the other Owner harmless from and against any and all liabilities, costs, expenses, damages and claims (including, without limited, claims for personal injury or death and attorneys' fees) arising or resulting from such Owner's negligent performance of or failure to perform such maintenance work. Each Owner shall give the other Owner prompt and timely notice of any claim made or suit or action commenced which, in any, could result in indemnification hereunder.

3. Blackstone Tree Lawns.

a. The District shall maintain the Blackstone Tree Lawn, subject to reimbursement as set forth in subsection e. below. Maintenance includes mowing, irrigating, fertilizing, aerating, and maintaining the landscaped areas, and removing snow from the sidewalk, within the Blackstone Tree Lawn. Blackstone is responsible for the cost of any water used on the Blackstone Tree Lawns.

b. Blackstone is responsible, at its sole cost and expense, for the installation of new plant material and the continued replacement of all plant material (including all existing dead or dying plant material), except for replacement of plant material as a result of damage caused by or lack of maintenance by the District or any person acting on behalf of the District.

c. The District shall be responsible for the repair and maintenance of the irrigation systems on the Blackstone Tree Lawn to the extent such repair and maintenance is due to ordinary wear and tear; however, such repair costs shall not exceed \$ [REDACTED] annually. Blackstone shall be responsible for repairs to the irrigation system on the Blackstone Tree Lawn which are not occasioned by ordinary wear and tear (such as acts of God, Blackstone, or any person acting on behalf of Blackstone).

d. The District shall be responsible for the repair and maintenance of the metal fencing and masonry columns directly adjacent to the Blackstone Tree Lawn; however, such repair costs shall not exceed \$ [REDACTED] annually (the "Annual Fence Allowance"). Blackstone shall be responsible for the costs of repair and maintenance of the metal fencing and masonry columns directly adjacent to the Blackstone Tree Lawn in excess of the Annual Fence Allowance.

e. The District shall, on a monthly basis, provide an invoice to Blackstone detailing the actual cost of repair and maintenance services provided on the Blackstone Tree Lawns. Within thirty (30) days of receipt of an invoice from the District as provided herein, Blackstone shall pay the amount claimed thereon in full, or pay such amounts as are undisputed

and provide notice to the District of the basis of any dispute. Blackstone and the District shall promptly meet to discuss the basis of dispute and seek resolution, and may engage in mediation upon mutual agreement to resolve any such dispute.

4. Maintenance of Infrastructure.

a. Blackstone, at its sole cost and expense, shall pay for the maintenance, replacement, and repair of all infrastructure, hard-scape improvements, and fencing on the District Easement Area, excluding the Entry Monument, which the District shall maintain.

b. The District, at its sole cost and expense, shall pay for the maintenance, replacement, and repair of all infrastructure, hard-scape improvements, and fencing on the Blackstone Easement Area, and with respect to the Entry Monument.

5. Cross-Access Easements. Blackstone hereby grants and conveys to the District and its Permittees, in common with others entitled to use the same, a non-exclusive easement (the “**District Easement**”) over, across, under, and through the District Easement Areas for the purpose of performing the maintenance and improvement obligations to be performed by the District pursuant to this Agreement. The District hereby grants and conveys to Blackstone and its Permittees, in common with others entitled to use the same, a non-exclusive easement (the “**Blackstone Easement**”) over, across, under, and through the Blackstone Easement Areas for the purpose of performing the maintenance obligations required to be performed by Blackstone pursuant to this Agreement.

6. Unimpeded Access. The Owners shall not construct any barricade or other divider to the Easement Areas, and neither Owner shall prohibit or discourage access and maintenance of the Easement Areas by the other Owner.

7. Nature and Effect of Easements and Restrictions. All of the easements, covenants, restrictions, and provisions contained in this Agreement:

a. Are made for the direct, mutual, and reciprocal benefit of the Owners and Permittees of the respective Properties;

b. Create mutual equitable servitudes upon each Property in favor of the other Property;

c. Constitute covenants running with the land; and

d. Are appurtenances to the affected Property. Neither Owner may transfer, assign, or encumber any of the easements, restrictions, or rights, except as an appurtenance to such Property. For the purposes of such easements and rights, the Property that is benefitted by such easements, restrictions, and rights constitutes the dominant estate, and the Property that is burdened by such easements, restrictions, and rights constitutes the servient estate.

8. Taxes and Assessments. Each Owner shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to its Property, and all improvements and personal property located thereon or therein. Nothing contained in this subsection prevents any Owner from contesting, at its sole cost and expense, any such taxes and assessments with respect to its Property in any manner such Owner elects, so long as such contest is maintained with reasonable diligence and in good faith. At the time that such contest is concluded, the contesting Owner shall promptly pay all such taxes and assessments determined to be owing, together with all interest, penalties, and costs thereon.

9. Enforcement and Remedies.

a. Default. An Owner defaults under this Agreement if it fails, in any material respect, to perform its maintenance obligations hereunder with respect to the Easement Areas required to be maintained by such Owner, thirty (30) days after receipt of written notice of such failure from the other Owner (except that, in the case of any failure that cannot reasonably be remedied within thirty (30) days, the non-defaulting Owner shall extend such thirty- (30) day period for an additional period of time as is reasonably necessary to effect the cure, provided the defaulting Owner has commenced its efforts to cure within the thirty- (30) day period and thereafter diligently pursues the same to completion).

b. Remedies. If either Owner defaults under this Agreement as set forth above, the non-defaulting Owner may perform, on behalf of the defaulting Owner, the maintenance that the defaulting Owner fails to perform. If the non-defaulting Owner cures any default by the defaulting Owner hereunder pursuant to this Section 9, the defaulting Owner shall reimburse the non-defaulting Owner, within thirty (30) days after demand therefore, an amount equal to the out-of-pocket costs and expenses incurred by the non-defaulting Owner in curing the defaulting Owner's default hereunder. In addition to the foregoing, any Owner may enforce the terms and provisions of this Agreement by any proceeding at law or in equity. The failure by any Owner to enforce this Agreement or any term or provision hereof is not a waiver of the right to do so thereafter.

c. Mechanic's Liens. Each Owner shall pay for all costs and expenses incurred in connection with any maintenance or other work performed on behalf of such Owner pursuant to this Agreement (the "**Maintenance Costs**") in a prompt and timely fashion, so that no claim for mechanic's liens or any other payment claim may be asserted against the other Owner hereto or the Properties. In the event any such mechanic's lien is recorded against either Property due to a failure of an Owner to pay Maintenance Costs, such Owner shall cause the lien claim to be released and discharged of record within thirty (30) days after the recordation of the lien claim. If the Owner desires to contest any claim of lien, the Owner may do so only if within such thirty- (30) day period the Owner posts adequate security with a court of competent jurisdiction and obtains an order discharging the lien of record, as then provided by the Colorado mechanics' lien statute. If the lien release is not secured by the Owner within the timeframe set forth above, then the other Owner, at its election, may secure the release of the Property that is the subject of the lien from the lien claim, whether by payment, bonding, or otherwise, and the curing Owner may recover all costs and expenses from the other Owner, including reasonable attorneys' fees, that such curing

Owner may incur in connection therewith, together with interest thereon at the rate of 18% per annum on the amount so advanced until repaid.

10. Not a Public Dedication. Nothing herein contained is a gift or dedication of any portion of the Properties to the general public, nor for any public use or purpose whatsoever. Each granting Owner reserves the right to close off those portions of the Easement Areas located on such Owner's Property for such reasonable period of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Easement Areas, as herein provided, such granting Owner shall give written notice to the other Owner of its intention to do so, and shall attempt to coordinate such closing with the other Owner so that no reasonable interference in access to and maintenance of the Easement Areas occurs.

11. Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order, will not affect any of the other provisions hereof or the application thereof to any other person, which will remain in full force and effect.

12. Entire Agreement. This Agreement and the exhibits attached hereto contain all of the representations and the entire agreement between the parties with respect to the subject matter hereof. Any prior correspondence, memoranda, or agreements between the parties with respect to the subject matter hereof are merged herein and replaced by this Agreement.

13. Notices. Each Owner shall send all notices and demands in writing by personal delivery, certified mail, or nationally recognized overnight courier service, addressed to Blackstone and to the District at the addresses specified below or at the addresses which were last specified by written notice by Blackstone or the District. Notices or demands shall be deemed to be given, made, or communicated on the date of delivery if personally delivered; on the date they were received or receipt refused when deposited in the United States mail as certified mail, with postage fully prepaid, as evidence by the return receipt; or if sent by reputable overnight courier service, the next business day:

Blackstone Address: Blackstone CC LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The District's Address: Blackstone Metropolitan District  
c/o Sabrina Lopez CMCA®, AMS®  
Westwind Management Group, LLC  
27 Inverness Drive East  
Englewood, CO 80112  
303.369.1800 (x142) Phone  
www.westwindmanagement.com

With a copy to:

WHITE BEAR ANKELE TANAKA & WALDRON  
2154 East Commons Avenue, Suite 2000  
Centennial, CO 80122  
(303) 858-1800 (phone)  
(303) 858-1801 (fax)  
Attention: Clint Waldron  
[cwaldron@wbapc.com](mailto:cwaldron@wbapc.com)

14. Term. This Agreement will continue in full force and effect in perpetuity, unless and until terminated by a duly recorded instrument, executed and acknowledged by all of the Owners of the Easement Areas as of the date of such termination.

15. Amendment. The provisions of this Agreement may only be modified, amended, or rescinded, in whole or in part, by an agreement of all of the then-current owners of the Easement Areas, by written instrument duly executed and recorded in the real property records of the Office of the Clerk and Recorded of Arapahoe County, Colorado.

16. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers under any governmental immunity that may be available under law, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Section 24- 10-101, *et seq.*, C.R.S., as amended from time to time.

17. No Third-Party Beneficiaries. The Parties expressly understand and agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and their successors and assigns and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

18. Negotiated Provisions. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

19. Electronic Storage and Execution. The Parties agree that the transactions described herein may be conducted and related documents may be signed and stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of electronically signed and stored documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court



of law. Any electronic signature affixed to this Agreement or any amendments or consents thereto shall carry the full legal force and effect of any original, handwritten signature.

20. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this Agreement are subject to annual budgeting and appropriations, and Blackstone expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of the District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. Blackstone understands and intends that the District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

21. Counterparts. This Agreement may be executed in multiple counterparts that, taken together, shall constitute the whole agreement. Facsimile or electronic copies of signatures shall be valid as originals, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

22. Miscellaneous.

a. Section headings are herein inserted for convenience only, and in no way define, limit, or prescribe the scope or extent of any provision of this Agreement.

b. Whenever the singular is used in this Agreement and when required by the context, the same includes the plural, and vice versa, and the masculine gender includes the feminine and neuter genders, and vice versa.

c. The Owners may sign this Agreement in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument.

d. This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado.

e. Each person executing this Agreement warrants and represents that he or she is fully authorized to do so.

f. If an Owner files a suit to enforce this Agreement or any provisions contained herein, the Owner prevailing in such action may recover, in addition to all other remedies or damages, court costs, reasonable attorneys' fees and expert witness fees incurred in such suit.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**(Signatures on following pages)**

**BLACKSTONE:**

**BLACKSTONE CC, LLC**, a Colorado limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as the \_\_\_\_\_ of Blackstone CC, LLC.

Witness my hand and official seal.

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

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

**DISTRICT:**

**BLACKSTONE METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Officer of the District

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by \_\_\_\_\_, as the \_\_\_\_\_ of Blackstone Metropolitan District.

Witness my hand and official seal.

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

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

**EXHIBIT A**  
**to CROSS-ACCESS EASEMENT AGREEMENT**

BLACKSTONE PROPERTY

**EXHIBIT B**  
**to CROSS-ACCESS EASEMENT AGREEMENT**

**DISTRICT PROPERTY**

**EXHIBIT C**  
**to CROSS-ACCESS EASEMENT AGREEMENT**

**DEPICTION OF EASEMENT AREAS**

(see attached drawings)

**EXHIBITS D through I**  
**to CROSS-ACCESS EASEMENT AGREEMENT**

**DISTRICT EASEMENT AREAS**

[see attached]

**EXHIBIT D**



**EXHIBIT E**

**EXHIBIT F**

**EXHIBIT G**

**EXHIBIT H**

**EXHIBIT I**

**EXHIBIT J through L**  
**To CROSS-ACCESS EASEMENT AGREEMENT**

BLACKSTONE EASEMENT AREAS

[see attached]

**EXHIBIT J**

**EXHIBIT K**



**EXHIBIT L**

MEETING MINUTES

# BLACKSTONE GOLF COURSE WATER SUPPLY

Issue Date: May 9, 2022

Project No.: 200684

<b>Purpose:</b>	Prairie Waters Raw Water Supply Coordination		
<b>Meeting Date:</b>	May 5, 2022		
<b>Meeting Location:</b>	Binney WPF		
<b>Prepared By:</b>	Jim Kriss		
<b>Attendees:</b>	<b><u>ClubCorp:</u></b>	<b><u>Carollo:</u></b>	<b><u>City of Aurora:</u></b>
	Ian Gant	John Rehring	Sarah Young
	Clint Waldron (District)	Jim Kriss	Swirvine Nyirenda
	Heath Robberson	Jason Assouline	Elizabeth Carter
	Seth Swanson		Justin Montes
	Jay Abbott		Kevin Linder
<b>Distribution:</b>	Attendees, File 200684		

The following is our understanding of the subject matter covered in this conference. If this differs from your understanding, please notify us.

## Meeting Objectives

- Obtain feedback on draft memo summarizing Prairie Waters raw water supply infrastructure.
- Identify and discuss potential opportunities for infrastructure sharing.
- Identify potential sites for connection to Prairie Waters raw water and new raw water pump station.

## Source Water Alternatives and Usage

Discussed general background of the project. Blackstone has 4 existing wells that are losing pace with demand. The project originally was to consider options for both Rampart and Prairie Waters raw water. While Rampart is higher quality water, it is limited in capacity and the City is reserving it for use as potable water. Prairie Waters supply will have greater capacity over time and is the designated source for new and retrofit irrigation projects.

Sarah discussed potential backup sources. There is a strong preference from Aurora to not rely on potable water as a backup. Jay suggested that with a reliable source from Prairie Waters, Blackstone could use their existing wells and onsite storage as a backup. The agreement language could be similar to the agreement with Heritage Eagle Bend, which identifies HEB wells as their backup source.

Discussed Blackstone capacities and usage:

- Annual usage – 60-80 million gallons (MG)
- Peak usage – 1.1 million gallons per day (MGD, including District and golf course demands)
- Average 0.6-0.8 mgd usage
- Onsite storage capacity at Blackstone – 18-MG, can't use last 10%

## MEETING MINUTES

- Have about 3 weeks storage capacity. Can adjust water delivery to 0.8-0.9 MGD to maintain appropriate pond water levels.
- Winter demand is typically 0.1-0.2 mgd

### Water Quality

Discussion on water quality of the Prairie Waters raw water. Ian would like additional water quality data to better understand the range and variability of water quality. Need to avoid buildup of salts and impacting soil structure. Kevin indicated that water quality is variable and dependent on which of the existing 23 north campus wells are being used.

### Pipeline Routing

Carollo has primarily looked at routing around the west side of the reservoir but could consider the east side. Alternate alignments discussed during the workshop are included at the end of these minutes. Sarah indicated that the route though South Shore could be challenging based on their existing privately owned stormwater/irrigation system. This alignment would need to be closely coordinated with South Shore to maintain existing storm and sanitary sewers along with irrigation infrastructure.

City has an agreement with South Shore to provide backup water. Could consider modifying the agreement to supply Prairie Waters as backup supply.

For alignments within City properties, the City would dedicate easements for the Blackstone pipeline.

Alternate Alignments:

- Consider avoiding South Shore entirely and installing in ROW to the east of South Shore. This could miss some opportunities to supply to other end users; parks, high school, etc.
- Consider an alignment around the east side of the reservoir. Would need to coordinate with the State Land Board.
- Consider an easterly approach to the Blackstone storage pond through existing open space.
- Consider horizontal directional drilling under the lake tributary fingers to shorten overall length, or potentially installing a submerged pipe ballasted with concrete blocks for sinking.

### Infrastructure Sharing

Sarah noted that the cost estimating in the draft technical memorandum (TM) did not include connection fees. Carollo will clarify this in the TM.

The pipeline could be extended to HEB to serve as a backup supply. It could also extend to Kings Point as an irrigation source for this new golf course. Kings Point will likely drill wells for initial supply, which would provide sufficient capacity in the near future.

While potential future connections to additional irrigation sites are uncertain at this time, the City may want to upsize the pipeline now to provide for this future flexibility. Preliminary assessments suggest an 18-inch pipeline could provide up to 4-mgd of capacity, depending on detailed hydraulic analyses and pump station locations and configurations.

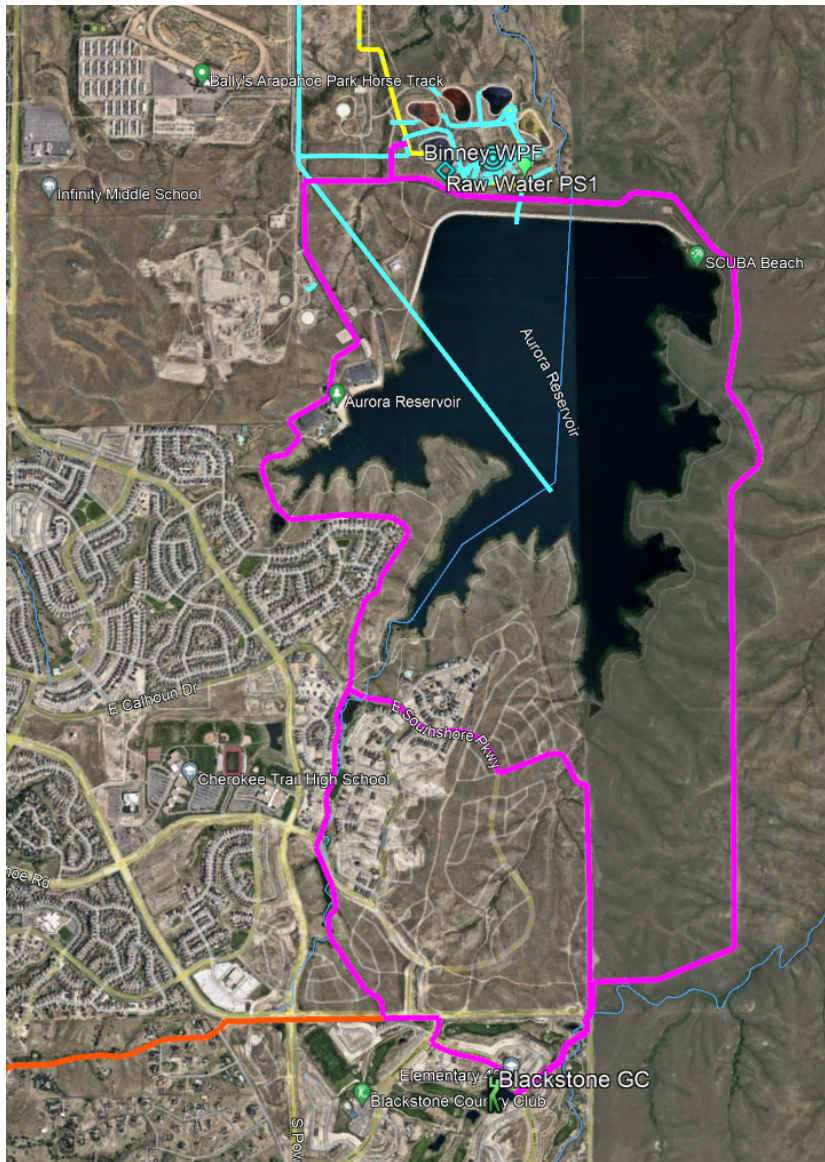
Decision: Pipeline from Binney to Blackstone should be sized for up to 3-MGD to supply Blackstone and potential future connectors. Initially, maximum flows would be for Blackstone only. Assuming no additional storage is constructed, the initial pumping system should be sized to deliver the maximum estimated demand for Blackstone of 1.1-mgd.

## MEETING MINUTES

### Action Items

- Carollo will work with the City to request additional water quality data on (bicarbonates, sodium, SAR parameters, Boron, nitrate, and phosphorus) and up to 3 years of historical data for the constituents listed in the draft memo. Nitrate and phosphorus would help determine if there's a potential Prairie Waters raw water supply benefit that might reduce fertilizer use.
- Carollo will work with the City to obtain record drawings of the South Shore stormwater/ irrigation system.
- Sarah will determine who should be the point person in discussion with South Shore.
- Carollo will develop and evaluate alternate alignment costs, add a note clarifying that costs do not include connection fees or land acquisition costs, and update the TM.

### Alternate Alignments Discussed



# BLACKSTONE GOLF COURSE WATER SUPPLY

Date: April 26, 2022

Project No.: 200684

ClubCorp, Inc.

Prepared By: John Rehring

Reviewed By: Jim Kriss

Subject: Conceptual Cost Estimate for Raw Water from Binney WPF to Blackstone Golf Course

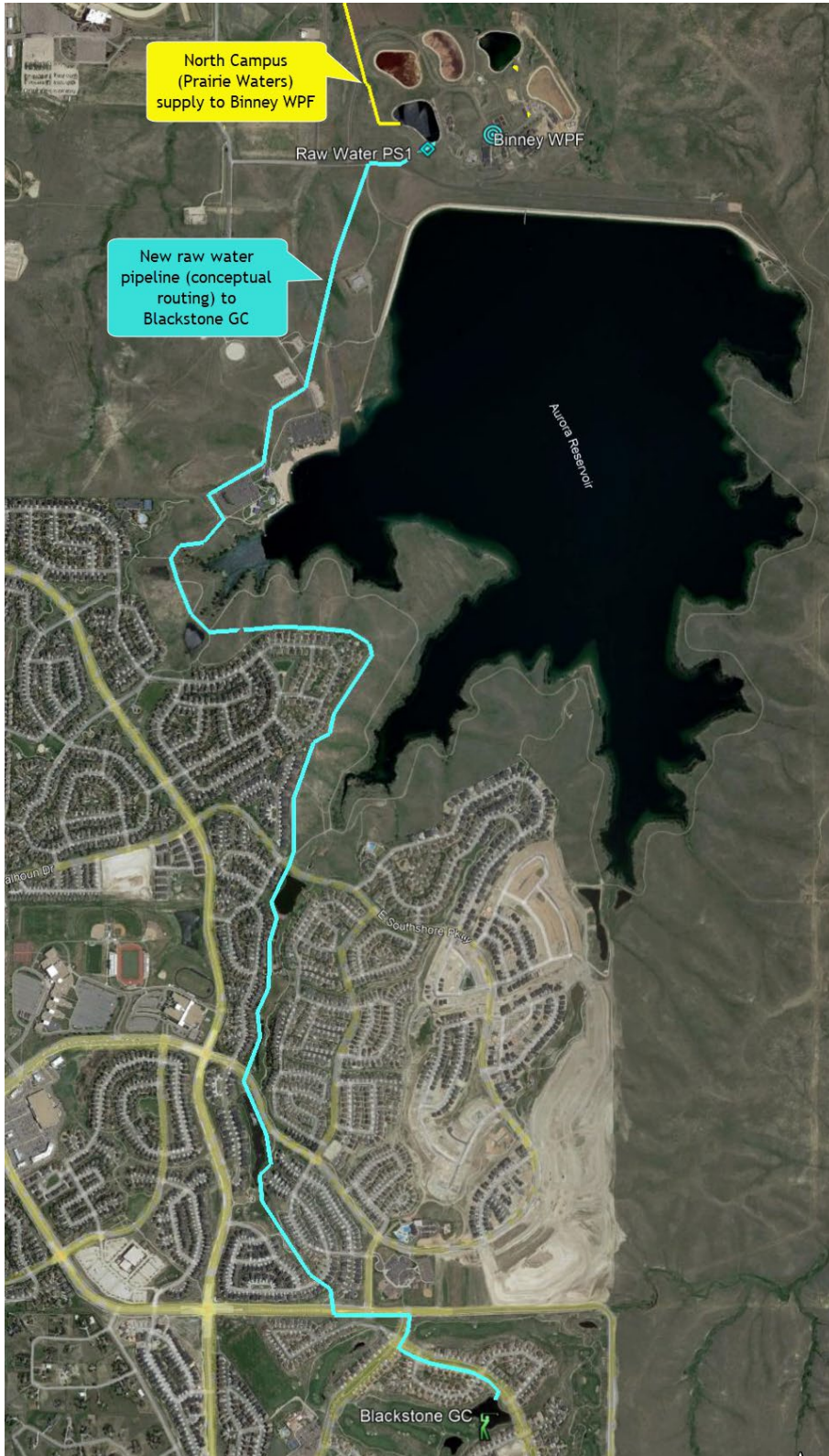
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## Purpose

This memorandum summarizes the assumptions and findings of a conceptual-level cost estimate for conveying untreated water from the City of Aurora Binney Water Purification Facility (WPF) campus to the Blackstone Golf Course (GC).

## Key Assumptions

- Source of raw water is Aurora North Campus (Prairie Waters) raw water, or any source made available by Aurora Water from that site. Recent direction from Aurora Water is that its North Campus raw water may be made available for GC irrigation, but its Rampart raw water will not.
- Point of origin is at or near the Binney WPF forebay.
- The raw water pump station and pipeline may also be used to convey water from Binney WPF toward Kings Point GC, if Kings Point and Aurora Water agree to such service. No other water users were assumed to be served from this system in the present analysis, but may be investigated in subsequent analyses to facilitate potential infrastructure cost-sharing.
- The type and capacity of pump station at the Binney WPF campus has not been analyzed in detail as part of this concept-level planning effort.
- Peak flow needs are approximately 1 million gallons per day (mgd) per GC. As such, the pipeline from the Binney WPF to Blackstone may need to convey as much as 2 mgd if raw water were to be conveyed toward Kings Point GC through this same system.
- Pipeline routing is highly conceptual (see figure below) and subject to change. No surveying, land ownership/property analyses, subsurface utility engineering, or geotechnical engineering was conducted for the present analysis. Conducting these analyses as part of preliminary and/or final design could substantially alter pipeline routing, pump station siting, and costs.
- Pump station costs were estimated using unit cost factors for pump stations.
- Costs were escalated using escalation rates typical of historical escalation, assuming construction would occur in 2023. Actual escalation rates will vary with market conditions.



## **DRAFT** PROJECT MEMORANDUM

- Cost estimates are highly conceptual (generally consistent with expected accuracy of AACE Class 4) due to the lack of design development to date. Carollo has no control over the cost of labor, materials, equipment or services furnished by others, over available water quality and/or quantity, or over the way the subject facilities are operated and/or maintained. Carollo cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Carollo and Carollo will not be liable to and/or indemnify ClubCorp, Inc. and/or any third party related to any inconsistencies between Carollo's data projections and estimates and actual costs and/or quantities realized by ClubCorp, Inc. and/or any third party in the future.

### **Conveyance and Storage Infrastructure Assumptions**

- 4.5 miles of 12" or 18" diameter pipe (blue line on figure above)
- Crossing of E. Smoky Hill Road is assumed to be tunneled; no other segments were assumed to be tunneled.
- Raw Water PS1 would have either 1 mgd or 2 mgd capacity, and would be sited near the Binney WPF forebay.
- No terminal storage would be necessary at Blackstone GC to buffer available supply versus peak demands, provided the new conveyance pump station and pipeline are sized to convey the peak flow and peak day demands are available from the raw water source at the Binney WPF.

### **Conveyance Infrastructure Cost Estimate Summary**

Hydraulic analyses will be required to confirm pipeline diameters and details of pump stations. Concept-level costs for infrastructure are summarized in the table below and detailed on the attached cost sheets. A range of costs is presented, reflecting:

- Two potential pipeline diameter requirements
  - 12-inch diameter (approximately 1-mgd capacity system), or
  - 18-inch diameter (up to 2-mgd capacity system for capacity-sharing and cost-sharing)Pipeline diameter and pumping configurations are conceptual and will be contingent on validation through hydraulic modeling.
- No costs are included for land acquisition, easement, and permitting; these elements will increase costs above those presented in this Project Memorandum.
- Cost-sharing opportunities may be available if other entities use some or all of the proposed infrastructure to convey raw water to their site(s) (e.g., Kings Point GC, irrigation of parks, schools, open space, etc.).
- Expected accuracy of an AACE Class 4 conceptual estimate is -30% to +50% of nominal cost estimate (see [https://www.costengineering.eu/Downloads/articles/AACE\\_CLASSIFICATION\\_SYSTEM.pdf](https://www.costengineering.eu/Downloads/articles/AACE_CLASSIFICATION_SYSTEM.pdf)).

**DRAFT** PROJECT MEMORANDUM

	1 mgd System	2 mgd System
<b>Component</b>	<b>Binney to Blackstone</b>	<b>Binney to Blackstone</b>
Pipe Diameter (in.)	12	18
Pipe Length (LF)	23,760	23,760
Capacity - PS (mgd)	1	2
Nominal cost - pipeline (\$M)	\$5.6	\$7.9
Nominal cost - PS (\$M)	\$4.8	\$5.0
<b>Subtotal - nominal cost (\$M)</b>	<b>\$10.4</b>	<b>\$13.0</b>
Engineering Design & CM (\$M) 20%	\$2.1	\$2.6
Nominal cost total (\$M)	\$12.4	\$15.6
<b>AACE Cl. 4 range -30%/+50% (\$M)</b>	<b>\$8.7 - \$18.6</b>	<b>\$10.9 - \$23.4</b>



**Estimate Detail Report**  
**CO, Blackstone RW Pipelines**

Spreadsheet Level	Takeoff Quantity	Labor Hours	Labor Amount	Material Amount	Equip Amount	Sub Amount	Other Amount	Total Amount
<b>10 Binney WPF to Blackstone GC</b>								
<b>01 Sitework &amp; Demo</b>								
01 H 010 Restoration (Pavement, Landscaping, Etc.) Allowance	1.00 Is					158,410		158,410
31 A 050 Erosion Control	1.00 Is	853.3	29,004	96,865	6,706	33,002		165,577
32 C 004 Grassed Area's	708,300.00 sf					261,804		261,804
<b>01 Sitework &amp; Demo</b>		<b>853.3</b>	<b>29,004</b>	<b>96,865</b>	<b>6,706</b>	<b>453,216</b>		<b>585,791</b>
<b>02 Buried Pipe</b>								
01 H 010 ARV Allowance	5.00 ea					26,402		26,402
01 H 010 Blowoff Allowance	5.00 ea					34,322		34,322
33 A 050 12" Mainline Install	23,610.00 lf	2,746.7	104,954	341,061	295,452			741,466
33 A 200 Jack and Bore-24"	150.00 lf					158,410		158,410
33 A 920 Pipeline Testing	23,760.00 lf	570.2	15,499	50,184	2,790			68,473
40 A 01 12" GV	5.00 ea	4.2	103	25,772				25,874
40 A 20 12" DIP Push-on Joint	17,820.00 lf			997,412				997,412
40 A 21 12" RJ DIP	5,790.00 lf			446,368				446,368
<b>02 Buried Pipe</b>		<b>3,321.1</b>	<b>120,555</b>	<b>1,860,797</b>	<b>298,242</b>	<b>219,134</b>		<b>2,498,728</b>
<b>10 Binney WPF to Blackstone GC</b>	<b>23,760.00 LF</b>	<b>4,174.4</b>	<b>149,559</b>	<b>1,957,662</b>	<b>304,948</b>	<b>672,350</b>		<b>3,084,519</b>

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Percent of Total	
Labor	149,559		4,174.439 hrs			2.66%	
Material	1,957,662					34.87%	
Subcontract	672,350					11.98%	
Equipment	304,948		3,075.504 hrs			5.43%	
Other							
<b>Category Totals</b>	<b>3,084,519</b>	<b>3,084,519</b>				<b>54.94%</b>	<b>54.94%</b>
Local Sales Tax	79,573			3.750 %	C	1.42%	
State Sales Tax	100,792			4.750 %	C	1.80%	
Escalation, Material (1yr)	137,588			7.500 %	C	2.45%	
Escalation, Labor (1yr)	5,435			4.000 %	C	0.10%	
<b>DIRECT COST TOTALS</b>	<b>323,388</b>	<b>3,407,907</b>				<b>5.76%</b>	<b>60.70%</b>
GC Labor & Expenses	340,791			10.000 %	T	6.07%	
Builder's Risk & GL Insurance	42,599			1.250 %	T	0.76%	
	<b>383,390</b>	<b>3,791,297</b>				<b>6.83%</b>	<b>67.53%</b>
General Contractor OH&P	473,912			12.500 %	T	8.44%	
	<b>473,912</b>	<b>4,265,209</b>				<b>8.44%</b>	<b>75.97%</b>
Performance & Payment Bond	53,315			1.250 %	T	0.95%	
<b>COST OF WORK</b>	<b>53,315</b>	<b>4,318,524</b>				<b>0.95%</b>	<b>76.92%</b>
Design/Risk Contingency	1,295,557			30.000 %	T	23.08%	
<b>TOTAL CONSTRUCTION COSTS</b>	<b>1,295,557</b>	<b>5,614,081</b>				<b>23.08%</b>	<b>100.00%</b>
<b>Total</b>		<b>5,614,081</b>					

**Estimate Detail Report**  
**CO, Blackstone RW Pipelines**

Spreadsheet Level	Takeoff Quantity	Labor Hours	Labor Amount	Material Amount	Equip Amount	Sub Amount	Other Amount	Total Amount
<b>10 Binney WPF to Blackstone GC</b>								
<b>01 Sitework &amp; Demo</b>								
01 H 010 Restoration (Pavement, Landscaping, Etc.) Allowance	1.00 Is					158,483		158,483
31 A 050 Erosion Control	1.00 Is	853.3	29,015	96,900	6,708	33,017		165,641
32 C 004 Grassed Area's	708,300.00 sf					261,926		261,926
<b>01 Sitework &amp; Demo</b>		<b>853.3</b>	<b>29,015</b>	<b>96,900</b>	<b>6,708</b>	<b>453,426</b>		<b>586,050</b>
<b>02 Buried Pipe</b>								
01 H 010 ARV Allowance	5.00 ea					26,414		26,414
01 H 010 Blowoff Allowance	5.00 ea					34,338		34,338
33 A 050 18" Mainline Install	23,610.00 lf	2,879.8	109,543	443,801	323,811			877,156
33 A 200 Jack and Bore-30"	150.00 lf					174,332		174,332
33 A 920 Pipeline Testing	23,760.00 lf	570.2	15,506	50,208	2,792			68,505
40 A 01 18" GV	5.00 ea	4.2	103	42,147				42,250
40 A 20 18" DIP Push-on Joint	17,820.00 lf			1,656,849				1,656,849
40 A 21 18" RJ DIP	5,790.00 lf			838,092				838,092
<b>02 Buried Pipe</b>		<b>3,454.2</b>	<b>125,152</b>	<b>3,031,097</b>	<b>326,603</b>	<b>235,084</b>		<b>3,717,936</b>
<b>10 Binney WPF to Blackstone GC</b>	<b>23,760.00 LF</b>	<b>4,307.5</b>	<b>154,167</b>	<b>3,127,997</b>	<b>333,311</b>	<b>688,510</b>		<b>4,303,986</b>

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Percent of Total	
Labor	154,167		4,307.536 hrs			1.95%	
Material	3,127,997					39.50%	
Subcontract	688,510					8.69%	
Equipment	333,311		3,341.698 hrs			4.21%	
Other							
<b>Category Totals</b>	<b>4,303,985</b>	<b>4,303,985</b>				<b>54.35%</b>	<b>54.35%</b>
Local Sales Tax	122,081			3.750 %	C	1.54%	
State Sales Tax	154,636			4.750 %	C	1.95%	
Escalation, Material (1yr)	220,601			7.500 %	C	2.79%	
Escalation, Labor (1yr)	5,606			4.000 %	C	0.07%	
<b>DIRECT COST TOTALS</b>	<b>502,924</b>	<b>4,806,909</b>				<b>6.35%</b>	<b>60.70%</b>
GC Labor & Expenses	480,691			10.000 %	T	6.07%	
Builder's Risk & GL Insurance	60,086			1.250 %	T	0.76%	
	540,777	5,347,686				6.83%	67.53%
General Contractor OH&P	668,461			12.500 %	T	8.44%	
	668,461	6,016,147				8.44%	75.97%
Performance & Payment Bond	75,202			1.250 %	T	0.95%	
<b>COST OF WORK</b>	<b>75,202</b>	<b>6,091,349</b>				<b>0.95%</b>	<b>76.92%</b>
Design/Risk Contingency	1,827,405			30.000 %	T	23.08%	
<b>TOTAL CONSTRUCTION COSTS</b>	<b>1,827,405</b>	<b>7,918,754</b>				<b>23.08%</b>	<b>100.00%</b>
<b>Total</b>		<b>7,918,754</b>					

# **MANAGEMENT REPORT**

## BLACKSTONE METROPOLITAN DISTRICT MANAGEMENT ACTION ITEMS | MAY 2022 Report

### Accounting:

- Notify of rejection of late fee waivers on 2 accounts. **Notified accounting that late fees will not be waived as result of not receiving notices. If there is a hardship, that may be considered. (Is this acceptable?)**

### 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 **Current consultant Rachel Lee cannot take this on now but will consider this in a couple months. As of now, either the DRC would need to follow up on the approved requests or we can add this as a Westwind task once a month to ensure they are in compliance with such approval.**
- Architectural Guideline Revisions **The guidelines have been updated, and are pending board approval. The board would like a link added guidelines for owners to reference when painting. Sherwin Williams is working on the digital paint book and will provide the link to add as well as have a few books physically available to view at the Tallyn's Reach branch.**
- Trash Contract – **Reviewed contract. Renewal date is 12.31.22. Will seek proposals in August as a 60-days written notice prior to renewal. (Keeping on MAI to remind of renewal date)**
- Items added to website: Looking to add link to get owners signed up with emails to receive eblast from Westwind. **Working with Heather Sosa on this.**
- License Plate Readers – **Flock Security proposals obtained and in the packet for review.**
- Contact with Bob and Ben on the trees LandTech **proposal in the packet for ratification.**
- Auto pay options **Westwind is working on providing auto pay options for Blackstone. Pacific Western, the bank that Blackstone banks with does not provide an option for autopay that works with the software we use, VMS. Westwind is looking at switching banks to Citywide which is integrated with VMS and would be able to offer auto payment options. Pacific Western had originally stated they would be merging with Union bank and they integrate with VMS however that merger didn't take place. Upon changing to Citywide, this payment option will be made available.**
- Paint variance request received, **sent to DRC for review and added to board packet.**
- 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. Club agrees to split ½ cost, per lan. **Board approved Aspen Group contract – manager in contact with the vendor and Club on project status. Pillar is repaired, fence was on back order and old fence was placed back for now until new fence arrives upon arrival repairs to be completed.**

- Boulders at corners of Blackstone Pkwy and Country Club Rd. to prevent driving over landscaped corners. **LandTech to provide a proposal. Pending.**
- Meet with Full Spectrum Lighting, Maria Elena and Ben to review new lights at Country Club and Hilltop Park. Discussed new proposal to include the new lights going in. **Full Spectrum to provide an updated proposal for board review.**

Compliance:

- Complaint - 27799 E. Links Pl, construction / lot maintenance issues. **Followed up with District's legal representative to check status of the matter.**

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.**
- Sent variance request for 26869 E Irish Pl. to DRC and Altitude Law – Send response from Altitude to DRC/board once obtained for further review of variance request and necessary action.

Other:

-

## Sabrina Lopez

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**From:** Isabell Rodau <IRodau@denverymca.org>  
**Sent:** Wednesday, May 4, 2022 6:26 PM  
**To:** Sabrina Lopez  
**Subject:** Aurora YMCA communication to the Blackstone Community

To Whom it may concern:

I hope you are doing well! I am reaching out to see what the best way would be to share a YMCA flyer or marketing materials for the Y with the Blackstone community? Are we allowed to put something in your newsletter? We are working to promote the recreation center and I was hoping that you might be able to help us spread the word. I think it would be a great value to our neighbors in the community as the Y offers programming for all ages. Please let me know if this is something we can do. We could also offer a 3-day free trial period for the residents to try out the facility.

Thank you for your time.

## Isabell H Rodau

**HOA Senior Manager**

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