

HIGH PLAINS METROPOLITAN DISTRICT
www.highplainsmetro.org

Special Meeting (via Teleconference)
 Thursday, August 20, 2020, at 6:00 p.m.

2020 Regular Meetings – Third Thursday of each Month at 6:00pm
Location to be Provided in Agenda

Shawn McGoff, President	Term to May 2022
Josie O’Neill, Treasurer	Term to May 2022
Jill Shadwell, Secretary	Term to May 2023
Maria Elena Daniels, Assistant Secretary	Term to May 2022
Vacant	Term to May 2023

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

<https://zoom.us/j/91590419041?pwd=cDJZDRiMWRDNWtMQkNhYzU0TWhkQT09>

Call In Number: 720-707-2699
 Meeting ID: 915 9041 9041
 Passcode: 369200

NOTICE OF SPECIAL MEETING AND AGENDA

1. Call to Order
2. Declaration of Quorum/ Conflict of Interest Disclosures
3. Agenda Revisions, Approval
 - a. **Total Targeted Meeting Time = 158 minutes/~2.5 hours**
4. New Suggested Agenda Format

Table format: (2 minutes)

Topic to Discuss	Lead Speaker (total Mins)	Discussion Notes
Content/Topic Section		<ul style="list-style-type: none"> · Notes will be made here for ease of Minutes recordings
Voting Section		<ul style="list-style-type: none"> · Note taker will record Voting Topic and note each vote by Board member. · Add new sections of more than 1 vote is needed per section
Action Items		<ul style="list-style-type: none"> · Item · Owner · Target Due Date

1336.0008: 1060475

*Regular and Special Meeting Agendas will be posted to the District’s website at www.highplainsmetro.org

5. **Public Comment** – Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather it will refer the items for follow up.

<p>6. Consent Agenda (2 minutes)</p> <p>The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board</p>
<p>a. Approve July 29, 2020 Special Meeting Minutes</p> <p>b. Approve Claims Listing in the Amount of \$373,411.33</p> <p>c. Discuss 2020 Legislative Memorandum</p>
<p>Votes (Yes/No/Abstain)</p> <p>Shawn McGoff –</p> <p>Josie O’Neill –</p> <p>Jill Shadwell –</p> <p>Maria Elena –</p>

7. Financial Report/Financial Matters (18 minutes)	Speaker (mins)	Notes/Minutes
Review and Consider Acceptance of Unaudited Financial Statements	Accountant (8)	
2021 Budgeting Process	Accountant (5)	Timeline, preparations, special meeting(s)
Accounts Payable flow - reviews/approvals	Accountant (5)	Discuss how to go about getting this process, responsible parties, Board’s role
<p>Votes (if needed)</p> <p>- Topic</p> <p>- How did each board member vote</p>	Yes/No/Abstain	<p>Topic - <ADD HERE> -</p> <p>Shawn McGoff – Y/N/AB</p> <p>Josie O’Neill – Y/N/AB</p> <p>Jill Shadwell – Y/N/AB</p> <p>Maria Elena – Y/N/AB</p>
ADD HERE (if more votes needed/copy/paste above, make note and record vote)		
New Action Items Discussed		<ul style="list-style-type: none"> · Action Item · Named/Responsible party for action · Target delivery date

8. Legal Matters (11 minutes)	Speaker (mins)	Notes/Minutes
Consider Approval of Settlement, Termination and Acknowledgment Agreement	WBA (5)	

District liability on snow removal damage	WBA (2)	Provide status
Lennar turn over plan – update	WBA (2)	
Votes (if needed) - Topic - How did each board member vote	Yes/No/Abstain	Topic - <ADD HERE> - Shawn McGoff – Y/N/AB Josie O’Neill – Y/N/AB Jill Shadwell – Y/N/AB Maria Elena – Y/N/AB
ADD HERE (if more votes needed/copy/paste above, make note and record vote)		
New Action Items Discussed		<ul style="list-style-type: none"> · Action Item · Named/Responsible party for action · Target delivery date

9. Covenant Enforcement/Architectural Review (10 minutes)	Speaker (mins)	Notes/Minutes
Consider Approval of Amended and Restated Covenant Enforcement Policy	WBA (5)	Summit was going to review this revised policy and their ability to support this from a technical/tracking perspective
Discuss and Consider Approval of Updated Residential Improvement Guidelines	WBA (5)	
Votes (if needed) - Topic - How did each board member vote	Yes/No/Abstain	Topic - <ADD HERE> - Shawn McGoff – Y/N/AB Josie O’Neill – Y/N/AB Jill Shadwell – Y/N/AB Maria Elena – Y/N/AB
ADD HERE (if more votes needed/copy/paste above, make note and record vote)		
New Action Items Discussed		<ul style="list-style-type: none"> · Action Item · Named/Responsible party for action · Target delivery date

10. Capital Improvements (24 minutes)	Speaker (mins)	Notes/Minutes
Status of lights on new Blackstone sign at front entrance	Cox (2)	<ul style="list-style-type: none"> · Who owns these lights? Maintenance, changes, etc. · Status on Planting flowers in the sign planter?
Update on Park Signs and Landscaping	Maria Elena (5)	

Smoky Hill & Blackstone Pkwy Entrance Revamp	WBA/Board (5)	<ul style="list-style-type: none"> Status on Punch List (who owns oversight to completion)
Park Renovation - Clifton & County Club Pkwy	WBA/Board (5)	<ul style="list-style-type: none"> Status on Punch List (who owns oversight to completion)? Status on slope and pooling water on the north end of Country Club park
Update on Tree Planting project	Cox (2)	<ul style="list-style-type: none"> Who is the PM for this project? 62 dead tree removal costs. Mr. Howey recommends removing these and continuing with Planting plan
Discuss Oversight/Project Management of Capital Project	Jill Shadwell (5)	
Votes (if needed) <ul style="list-style-type: none"> Topic How did each board member vote 	Yes/No/Abstain	Topic - <ADD HERE> - Shawn McGoff – Y/N/AB Josie O’Neill – Y/N/AB Jill Shadwell – Y/N/AB Maria Elena – Y/N/AB
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New Action Items Discussed		<ul style="list-style-type: none"> Action Item Named/Responsible party for action Target delivery date

11. Landscape Maintenance (7 minutes)	Speaker (mins)	Notes/Minutes
Landscape Maintenance Report	Cox (5)	Discuss any questions the board might have
Discuss, Review and Approve Work Orders/Proposal	Board (2)	
Votes (if needed) <ul style="list-style-type: none"> Topic How did each board member vote 	Yes/No/Abstain	Topic - <ADD HERE> - Shawn McGoff – Y/N/AB Josie O’Neill – Y/N/AB Jill Shadwell – Y/N/AB Maria Elena – Y/N/AB
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New Action Items Discussed		<ul style="list-style-type: none"> Action Item Named/Responsible party for action Target delivery date

12. Facilities Management/District Operations Report	Speaker (mins)	Notes/Minutes

(19 minutes)		
Review Proposal for Solar Lights at Mailboxes	Summit (5)	
Review Mapping and Proposal for Additional Pet Waste Stations	Summit (5)	New Park, beyond
Discuss Board Email Options	Summit (5)	
Median walkway gaps	Summit (2)	Update on who owns, next steps
Other Facilities Management not covered above	Summit (2)	- Shredding and dumpster events?
Votes (if needed) - Topic - How did each board member vote	Yes/No/Abstain	Topic - <ADD HERE> - Shawn McGoff – Y/N/AB Josie O’Neill – Y/N/AB Jill Shadwell – Y/N/AB Maria Elena – Y/N/AB
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New Action Items Discussed		<ul style="list-style-type: none"> · Action Item · Named/Responsible party for action · Target delivery date

13. Director Items/Other Business (53 minutes)	Speaker (mins)	Notes/Minutes
SARIA	Shawn McGoff (0)	No updates
WPRA Meeting Updates – assignment of new board member	Board (2)	
Board Emails from Residents	Board (2)	
Approve Resolution Establishing a Social Committee Approve Resolution Establishing an Advisory Committee Approve Resolution Establishing a Website Committee Approve Resolution Establishing a Landscape Committee Approve Resolution Establishing a Safety Committee Approve Resolution Establishing a DRC Committee	Board (5)	
Discuss and Consider Appointments to Committees	Board (5)	
Discuss Letters of Interest and Board Appointment	Board (5)	
SDA Annual Conference	Board (2)	

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Milling - top coating for rest of Blackstone	Shawn McGoff (2)	
Landscaping Variance database	Board (5)	Board to discuss this technology
Vendor RFP process (Requirements definition, selection criteria, communications process)	Board (5)	Next Steps, vendors, process for defining Decision Making Criteria
Discussion on who has access and process for utilizing District's retained Attorney	Board (5)	
Public Comment discussion (when, during votes, efficient approach)	Board (5)	<ul style="list-style-type: none"> When, during votes, efficient approach Handling of 'Raised hands in Chat' Muting/Unmuting during Zoom usage
Process/timeline drafted to set expectations on Meeting Agenda topics, Meeting Minutes, Review/Approval by Board members	Board (5)	Who should own defining this, review next meeting?
Roles & Responsibility discussion for District Board Members	Board (5)	Approach on how to define titles and R&R
Social Media Presence for District	Board (5)	2 nd most important topic from Community survey
Votes (if needed) <ul style="list-style-type: none"> Topic How did each board member vote 	Yes/No/Abstain	Topic - <ADD HERE> - Shawn McGoff – Y/N/AB Josie O'Neill – Y/N/AB Jill Shadwell – Y/N/AB Maria Elena – Y/N/AB
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New Action Items Discussed		<ul style="list-style-type: none"> Action Item Named/Responsible party for action Target delivery date

14. District Committee Updates (12 minutes)	Speaker (mins)	Notes/Minutes
Advisory Committee	Shawn McGoff & Jill Shadwell (2)	
Social Committee	Josie O'Neill (2)	Town Hall status Welcome Letter and Packet status
Website Committee	Jill Shadwell (2)	
Landscape Committee	Maria Elena (2)	
Security/Safety Committee	Jill Shadwell & Maria Elena (2)	
Design Review Committee (DRC)	Maria Elena & Shawn McGoff (2)	

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Votes (if needed) - Topic - How did each board member vote	Yes/No/Abstain	Topic - <ADD HERE> - Shawn McGoff – Y/N/AB Josie O’Neill – Y/N/AB Jill Shadwell – Y/N/AB Maria Elena – Y/N/AB
ADD HERE (if more votes needed/copy/paste above, make note and record vote)		
New Action Items Discussed		<ul style="list-style-type: none"> · Action Item · Named/Responsible party for action · Target delivery date

15. Public Comment – Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. Please sign in. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather it will refer the items for follow up.

16. Adjournment

MINUTES OF A SPECIAL MEETING OF THE BOARD
OF DIRECTORS

OF

HIGH PLAINS METROPOLITAN DISTRICT

Held: Wednesday, July 29, 2020, at 6:00 p.m. via
teleconference.

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

Attendance

A special meeting of the Board of Directors of the High Plains Metropolitan District was called and held as shown above and in accordance with the applicable statutes of the State of Colorado. The following directors were in attendance:

Shawn McGoff
Diane Kelly
Jill Shadwell
Josie O'Neill
Maria Elena Daniels

Also present were Clint C. Waldron, Esq. and Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Irene Borisov, Summit Management and Consulting, District Manager; Ben Houghton, CliftonLarsonAllen, District Accountant; Kevin Cox and Jerry Maness, Cox Landscaping Inc.; Erik Hofstetter, Creative Visions; and homeowners.

Call to Order

Director McGoff noted that a quorum of the Board was present and called the meeting to order.

Declaration of Quorum/Director
Qualification/Reaffirmation of
Disclosures

Mr. Waldron reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. McGoff inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for

discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

Agenda

The Board reviewed the proposed agenda. Following discussion, upon motion duly made and seconded, the Board unanimously approved the agenda as amended.

Public Comment

Ms. Hesketh inquired about annual flowers at the new monument sign. Ms. Murphy noted that the annual flowers at the new monument sign were outside the scope of the AJI contract and are to be installed by Cox.

Consent Agenda

Mr. McGoff reviewed the items on the consent agenda with the Board. Mr. Waldron advised the Board that any item may be removed from the consent agenda to the special agenda upon the request of any director. The Approval of Proposal from Cox Landscaping - Landscape Renovation for Monument Sign Bed at County Club Park was requested removed from the consent agenda. Upon a motion duly made and seconded, the following items on the consent agenda were unanimously approved and adopted or ratified:

- June 18, 2020 Board Orientation Minutes and July 1, 2020 Special Meeting Minutes
- Claims Listing in the Amount of \$180,323.41
- Independent Contractor Agreement with Creative Visions for Park Signs
- Pay Application No. 9 from Arrow – J Landscape & Design, Inc.
- Pay Application No. 10 from Arrow – J Landscape & Design, Inc.
- 2019 Annual Report to the City of Aurora

Capital Improvements

Update on Entryway Project Final Walkthrough

Director Daniels provided an update on the Entryway Project Final Walkthrough. It was noted the landscape committee is working with the architect and Cox on the selection of a new urn to replace the current one that is too small. Director Shadwell noted that the project was not completed by July 1st as outlined in the agreement. Mr. Waldron stated that the agreement allows for liquidated damages of \$500 each day past the agreed upon completion date. Director Daniels asked how the Board would ensure this does not happen with other contractors. Director McGoff noted that the Board would stay on top of contract

deadlines. After discussion, the Board determined that liquidated damages would not be imposed.

Update on Park Signs and Associated Landscaping

Director Daniels, Director Kelly, and Ms. Hesketh reviewed the proposal from Cox Landscaping for landscaping around the proposed park sign. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Cox Landscaping proposal with the deletion of the boulders from the proposal.

Tree Planting Discussion

Ms. Borisov updated the Board on the tree planting plan, noting that she met with members of the landscape committee, Mr. Maness and Mr. Howey to discuss the scope of the project and proposed timeline. Planting is expected to begin mid-August to mid-September.

Landscape Maintenance Matters

Landscape Maintenance Report

Mr. Cox reviewed the Landscape Maintenance Report with the Board. Director McGoff asked about the slope and pooling water on the north end of Country Club park. Mr. Cox noted he would look into the issue.

Discuss, Review and Approve Work Orders/Proposals

None.

Other Landscape Maintenance

None.

Facilities Management/District Operations

District Manager's Report

Ms. Borisov reviewed the District Manager's Report with the Board.

Review and Discuss Outstanding Projects List

The Board engaged in general discussion regarding the Outstanding Project List. Director Shadwell requested that due dates be added for various projects. Ms. Borisov will follow-up with Director Shadwell regarding project deadlines.

Discuss Median Sidewalk Repairs

Ms. Borisov informed the Board that she has sent out proposals to get estimates for median sidewalk repairs. Director McGoff will assist with this project.

Other Facilities Management

Ms. Borisov noted that Director Daniels sent an email that current ARC request letter template says "On behalf of the Board of Directors" Ms. Borisov asked if the Board would like to revise this language as they are not reviewing the

requests. Following discussion, upon a motion duly made and seconded, the Board unanimously determined to change the template to “High Plains Metropolitan District.”

Ms. Borisov reviewed solar light options for mailbox kiosks. Director McGoff requested pictures and a proposal to install lights on all mailbox kiosks.

Ms. Borisov reviewed a general proposal to add pet waste stations. The Board asked that a more detailed proposal with actual pricing be provided to the Board. The Board will review the proposed locations and discuss at the next meeting.

The Board discussed the current email system and how hard it is to use. Ms. Borisov stated she is looking into a new email format.

**Covenant
Enforcement/Architectural
Review**

Discuss Covenant Enforcement Process and Review and Consider Approval of Amended and Restated Covenant Enforcement Policy

Mr. Waldron reviewed the Amended and Restated Covenant Enforcement Policy with the Board. The Board directed Ms. Borisov to review the policy to ensure her technology will work for the enforcement of the policy. Deferred.

Review and Discuss Updated Residential Improvement Guidelines

Ms. Borisov reviewed the status of the Residential Improvement Guidelines. It was noted the updated Guidelines are being reviewed by the DRC Committee.

Discuss Ongoing Covenant Enforcement Matters

The Board reviewed a request to reopen the covenant enforcement violation against 26980 E. Friend Pl., to include the removal of plants/trees from the property line, removal of the fence from the drainage, and repair and inspection by a qualified engineer of the repairs to the drainage.

The Board engaged in discussion about the claimed violation(s) and asked legal counsel questions regarding the drainage and dispute.

Director Shadwell requested clarification on the language in the Covenants related to established drainage. Mr. Waldron noted that Section 3.15.1 of the Covenants provides that “established drainage is defined as the drainage which exists

at the time final grading of a Lot by the Developer, or by a Builder, is completed.”

Director Shadwell inquired about the drainage and who hired the engineer who provided the evaluation. Mr. Waldron noted that the engineer was hired by the District.

Ms. Borisov noted that the original plan shows two trees, which were replaced because they died with one tree farther from the property line. She noted that historically anyone replacing a tree or shrub would not be required to get approval for replacement, but only when adding or modifying the design plans. The Board engaged in general discussion regarding the process and letters homeowners receive.

Following discussion, the Board determined not to reopen the covenant enforcement case. To the extent a complaint with additional information is provided, that complaint will be reviewed as any other complaint.

Due to a conflict of interest, Director Daniels did not participate in the discussion.

Legal Matters

Discuss Termination and Acknowledgement Agreement

Mr. Waldron provided an update on the Termination and Acknowledgement Agreement, noting Lennar has agreed to the terms as previously discussed with the Board.

Other Legal Matters

None.

Financial Report/Financial Matters

Review and Consider Acceptance of Unaudited Financial Statements

Mr. Houghton reviewed the June 30, 2020 financial statements. Following discussion, upon a motion duly made and seconded, the Board unanimously accepted the June 30, 2020 financials.

Other Financial Matters

None.

Directors Items/Other Business

Discuss Community Survey

The Board reviewed the community survey and discussed next steps.

Discuss Community Interest in Committees	The Board engaged in general discussion regarding community interest in committees. Following discussion, it was determined the respective Board representatives on the committees will reach out to potential committee members to get started. Mr. Waldron noted that the Board needs to adopt resolutions establishing each committee.
SARIA/WPRA Meeting Updates	As no meetings had been held, there was no update.
Board Emails from Residents – Round Robin	The Board noted all resident emails were previously discussed.
Acceptance of Director Kelly’s Resignation	Director Kelly noted she is moving out of the community, and therefore tendered her resignation. The Board acknowledged her resignation and thanked her for her service to the community. The Board engaged in general discussion regarding appointment of a new Board member, and requested Ms. Borisov send out an email blast to residents requesting letters of interest from community members that may be interested in serving on the Board.
Setting the Stage for Updates to RFPs and Vendor Management	Director Shadwell stated that the Board would like to engage the best quality vendors with standard contractual requirements and diversity in vendor population. The Board discussed updates to RFP’s and setting expectations for vendors. The Board requested this process be overseen by the Advisory Committee.

Committee Reports

Advisory Committee	Deferred.
Social Committee – Community Events, Park Grand Opening, Town Hall Meetings, Welcome Letters and Packets	Deferred.
Web Design/Website Committee – Proposed Website Updates	Deferred.
Landscape Committee	Deferred.
Safety Committee	Deferred.
DRC Committee	Deferred.

Adjourn

There being no further business to come before the Board and following discussion and upon motion duly made and seconded, the Board determined to adjourn the meeting.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 16th day of July, 2020.

High Plains Metro District Interim Claims 7/23/20 - 8/13/20

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
7/29/2020	ARCHITERRA GROUP,INC	Multiple	\$ 1,884.24
8/7/2020	ArborScape, Inc.	20203121	3,450.00
8/7/2020	Arrow J. Landscape & Design, Inc.	Multiple	154,759.62
8/7/2020	Cox Professional Landscape Services LLC	Multiple	140,793.73
8/7/2020	Creative Visions	8418	12,089.50
8/7/2020	Full Spectrum Lighting, Inc.	Multiple	859.00
8/7/2020	Heatherly Creative,LLC	5	200.00
8/7/2020	Icon Shelter Systems, Inc	6317	41,425.00
8/7/2020	Lee Design Group LLC	BST20/06	1,705.00
8/7/2020	Pet Scoop, Inc.	298910	252.00
8/7/2020	Summit Management & Consulting, LLC	3782	4,641.70
8/7/2020	Waste Management of Denver	0885361-0178-0	10,771.81
8/7/2020	Xcel Energy	692479897	579.73
	Total		\$ 373,411.33

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

OF COUNSEL:
KRISTEN D. BEAR
K. SEAN ALLEN
GEORGE M. ROWLEY



ZACHARY P. WHITE
TRISHA K. HARRIS
HEATHER L. HARTUNG
MEGAN J. MURPHY
EVE M. GRINA
ALLISON C. FOGG
JENNIFER C. ROGERS
LAURA S. HEINRICH
AUDREY G. JOHNSON
CHRISTOPHER T. MCMICHAEL

MEMORANDUM

FROM: WHITE BEAR ANKELE TANAKA & WALDRON

RE: Overview of 2020 Legislation Affecting Special Districts, Municipalities, and Community Associations

This year's Legislative Session officially wrapped up on June 15, 2020. The session was reduced from the typical 120 days to just 84 days as a result of the COVID-19 outbreak. Whether legislators would return and for how long became a point of dispute that was eventually resolved by the Colorado Supreme Court. A mere three days after returning, the Capitol was once again shut down for two days as protests against police violence erupted in Denver. Needless to say, this session was a whirlwind with early legislative proposals jettisoned in favor of an agenda driven by history making events that none of us expected.

As in past years we are providing a summary of the pertinent legislation impacting special districts, municipalities, and community associations. If you would like more detailed information, please let us know. We will also continue to monitor whether a Special Session is called for later this year and provide an update on any relevant legislation that comes out of that session.

SPECIAL DISTRICTS

HB20-1074 Trash Collection by Special Districts

Summary: As now amended, the Special District Act authorizes districts to provide for the collection and transportation of solid waste, including residential trash services, regardless of the population of the district or the county in which the district is located. If your district would like to consider providing trash service, we can help you navigate the associated legal requirements.

HB20-1094 Repeal Fee Cap On-Site Wastewater Treatment System

Summary: This legislation is most relevant to districts that provide sanitary sewer service. The local board of health can set fees for permits for on-site wastewater treatment systems to offset the actual indirect and direct costs of the local public health agency's service. And, while there is no cap on the amount of the fee, the local board of health must provide an applicant for the permit

(such as a water and sanitation district, for example), upon request, with a statement that specifies how the fee was calculated.

HB20-1215 Sunset Water and Wastewater Facility Operators Certification Board

Summary: The Water and Wastewater Facility Operators Certification Board was created to establish requirements governing the certification of water and wastewater facility operators, to promote and assist in regular training programs designed to aid applicants and others to acquire the knowledge necessary to meet the certification requirements, and related matters. Under this legislation:

- The life of the Water and Wastewater Facility Operators Certification Board is extended to September 1, 2031.
- If you operate a small on-site wastewater treatment system with a design capacity of 2,000 gallons or less per day, you are not subject to the purview of the Water and Wastewater Facility Operators Certification Board, unless the system discharges directly to surface water.
- If you manage construction dewatering activities that utilize only passive treatment and occur for less than one year, you are also not subject to the purview of the Water and Wastewater Facility Operators Certification Board.
- However, if you operate a facility that is designed to operate for less than one year or you operate a facility with in-situ discharges, you are now subject to the oversight of the Water and Wastewater Facility Operators Certification Board.

SB20-223 Assessment Rate Moratorium & Conforming Changes

Summary: This bill will only go into effect if Colorado voters approve the ballot measure to repeal the Gallagher Amendment (See section on SCR20-001). If that happens:

- Beginning January 1, 2020, there would be a moratorium on changing the ratio of valuation for any class of property.
- The assessment ratio for residential property would then, effectively, remain at 7.15%.
- The assessment ratio for commercial property would remain at 29%.

SCR20-001 Repeal Property Tax Assessment Rates

Summary: A ballot measure is to be submitted to Colorado voters to vote on the repeal of the Gallagher Amendment, which requires the Legislature to periodically change the residential assessment rate in order to maintain the statewide proportion of residential property tax revenue (at approximately 45%) in relation to commercial property tax revenue (at approximately 55%).

MUNICIPALITIES

HB20-1156 Colorado Municipal Election Code Administrative Modifications

Summary: This bill amends the Colorado Municipal Election Code of 1965 as follows:

- When providing voting materials to voters covered by the federal “Uniformed and Overseas Citizens Absentee Voting Act” (UOCAVA), municipal clerks no longer need to provide the declaration that accompanies a federal absentee write-in ballot.
- Mail ballots do not have to include a ballot stub and a duplicate ballot stub on the top portion of the ballot.

SB20-217 Enhance Law Enforcement Integrity

Summary: This legislation provides for sweeping reform in law enforcement. Among the reforms included are the following:

- Starting July 1, 2023, all local law enforcement agencies and the Colorado state patrol must issue body cameras to all officers, which must be worn and activated when responding to a call for service, during any interaction with the public initiated by the officer, when enforcing the law, or when investigating possible violations of the law.
- The new law expands criminal and civil liability for police officers, civil liability for municipalities, and associated limitations on the use of force.
- The law requires mandatory reporting requirements for police officers and police departments regarding excessive force and other wrongdoing.
- There is a new civil cause of action under Article II of the Colorado Constitution for claims alleging excessive use of force. It should be noted that the Colorado Governmental Immunity Act does not apply to such claims.

COMMUNITY ASSOCIATIONS

HB20-1200 Sunset Homeowners’ Association Information and Resource Center

Summary: Under this legislation:

- The HOA Information and Resource Center remains in place, as is, through September 1, 2025.
- Community associations cannot prohibit the display of religious items or symbols that are no greater than 36 square inches in size (either individually or in total if there is more than one) on the entry door or entry door frame of a unit.
- However, owners and residents cannot display religious items or symbols that threaten public health or safety, hinder the opening or closing of the door, violate federal or state law or a local ordinance, or contain graphics, language or any display that is obscene or otherwise illegal.
- An association may require an owner or resident to remove the religious items or symbols temporarily to allow the association to perform necessary maintenance on the door upon which such religious items or symbols are displayed

SB20-126 Allow Home Child Care in Homeowners’ Association Community

Summary: Community associations are precluded from prohibiting the operation of a licensed in-home day care facility in the community, notwithstanding any provision in the governing documents of the association that would otherwise prohibit such a use, subject to the following:

- Your regulations about architectural control, parking, landscaping, noise, and other matters not specific to the operation of a business can still be enforced.
- You can require that the owner or operator of a day care facility carry liability insurance at reasonable levels as determined by the board of directors of your association.
- If you are a qualified age restricted (over 55) community, this doesn't apply to your association, and you can still enforce restrictions against in-home day care facilities in your governing documents.

COVID-19 RELATED LEGISLATION

HB20-1421 Delinquent Interest Payments Property Tax

Summary: Counties may temporarily reduce, waive, or entirely suspend the accrual of the interest that would otherwise be applied to delinquent property taxes, but any such reduction, waiver, or suspension is only allowed for the period of time between June 15, 2020 and October 1, 2020. If a county is going to do so, however, it must give notice of its intent to do so to local taxing jurisdictions, including any special or metropolitan district. If your district will experience difficulty in making debt service payments or paying monthly operation costs, you can submit a letter to the county, and the county treasurer must then advance up to 90% of the property tax payments due to the district to you. The full text of this act is attached for reference.

SB20-205 Sick Leave for Employees

Summary: This legislation is entitled the "Healthy Families and Workplaces Act". If you have more than 15 employees working for your district or association, you need to know:

- From the effective date of the act through December 31, 2020, you must provide paid sick leave for employees for reasons related to the COVID-19 pandemic in the amounts and for the purposes specified in the federal "Emergency Paid Sick Leave Act" in the "Families First Coronavirus Response Act".
- Beginning on January 1, 2021, you must provide paid sick leave for your employees, accrued at one hour of paid sick leave for every 30 hours worked, up to a maximum of 48 hours. Note that this paid sick leave is not specifically restricted to reasons related to the COVID-19 pandemic.
- In addition to the paid sick leave accrued as above, you must also provide your employees an additional amount of paid sick leave during a public health emergency in an amount based on the number of hours the employee works.

SB20-211 Limitation on Extraordinary Collection Actions

Summary: This bill is in reaction to financial hardships many may be facing in relation to COVID-19. If you are a creditor with a judgement against a debtor (such as a community

association with a judgment against a homeowner for delinquent assessments) be aware of the following:

- “Extraordinary collection actions” that are restricted include any action or proceeding in the nature of an attachment, garnishment (such as a wage or bank garnishment), levy or execution to collect or enforce a judgment on a debt. Most applicable to community associations attempting to collect on a judgment would be wage and bank garnishments.
- You cannot use such “extraordinary collection actions” without first providing the homeowner with prior notice that you are going to initiate an extraordinary collection action.
- You must advise the delinquent homeowner that he or she may suspend an “extraordinary collection action” if he or she is experiencing financial hardship to the COVID-19 emergency. Note that the delinquent homeowner doesn’t have to provide any documentation to support the request for a suspension of the extraordinary collection action.
- You can continue to impose interest on the outstanding amount due.
- These restrictions on extraordinary collection actions are in place through November 1, 2020, and may be extended through February 1, 2021.

An Act

HOUSE BILL 20-1421

BY REPRESENTATIVE(S) Roberts and Saine, Buentello, Kipp, Lontine, McCluskie, Sandridge, Snyder, Titone, Valdez D., Woodrow; also SENATOR(S) Donovan and Sonnenberg, Bridges, Cooke, Coram, Fields, Gardner, Ginal, Hansen, Hill, Hisey, Holbert, Lee, Marble, Moreno, Pettersen, Priola, Rankin, Rodriguez, Scott, Williams A., Winter, Garcia.

CONCERNING DELINQUENT INTEREST PAYMENTS FOR PROPERTY TAX PAYMENTS.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 39-10-104.5, **add** (13) as follows:

39-10-104.5. Payment dates - optional payment dates - failure to pay - delinquency - repeal. (13) (a) THE BOARD OF COUNTY COMMISSIONERS OR THE CITY COUNCIL OF A COUNTY OR CITY AND COUNTY MAY, UPON APPROVAL OF THE COUNTY TREASURER, BY RESOLUTION TEMPORARILY REDUCE OR WAIVE THE INTEREST RATE SPECIFIED IN SUBSECTION (3) OF THIS SECTION OR ENTIRELY SUSPEND THE ACCRUAL OF INTEREST UNDER SAID SUBSECTION (3) OF THIS SECTION FOR ANY SPECIFIED PERIOD OF TIME BETWEEN JUNE 15, 2020, AND OCTOBER 1, 2020. NOTICE OF

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

INTENT TO REDUCE OR WAIVE THE INTEREST RATE SHALL BE DELIVERED TO AT LEAST THREE EXECUTIVES OR BOARD OFFICERS IN LOCAL TAXING JURISDICTIONS. IF A LOCAL TAXING JURISDICTION IS UNABLE TO MEET BOND PAYMENT OBLIGATIONS DUE TO, AND WITHIN THE PERIOD OF, THE WAIVER OR REDUCTION OF THE INTEREST RATE, SUCH JURISDICTION SHALL PROVIDE NOTICE TO THE COUNTY OR CITY AND COUNTY WITHIN THREE BUSINESS DAYS OF RECEIPT OF NOTICE FROM THE COUNTY OR CITY AND COUNTY.

(b) THIS SUBSECTION (13) IS REPEALED, EFFECTIVE DECEMBER 31, 2020.


SECTION 2. In Colorado Revised Statutes, 39-10-112, add (5) as follows:

39-10-112. Action to collect unpaid taxes - repeal. (5) (a) ANY TIME BETWEEN THE EFFECTIVE DATE OF THIS SUBSECTION (5) AND OCTOBER 1, 2020, THE COUNTY TREASURER OR THE OFFICER RESPONSIBLE FOR THE COLLECTION OF PROPERTY TAXES FOR A CITY AND COUNTY SHALL ADVANCE PROPERTY TAX AMOUNTS TO A LOCAL TAXING JURISDICTION IN THE COUNTY OR CITY AND COUNTY TO HELP PAY BONDED INDEBTEDNESS PAYMENTS OR MONTHLY OPERATIONAL COSTS, IF THE LOCAL TAXING JURISDICTION SUBMITS A LETTER TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OR THE CITY COUNCIL OF THE CITY AND COUNTY. IN NO CASE SHALL THE ADVANCE PROPERTY TAX AMOUNT EXCEED NINETY PERCENT OF THE PROPERTY TAX DUE TO THE JURISDICTION. WHERE AN ADVANCE PAYMENT OF PROPERTY TAX IS NECESSARY TO HELP PAY BONDED INDEBTEDNESS, AND NOTICE WAS GIVEN BY THE LOCAL TAXING JURISDICTION PER SECTION 39-10-104.5 (13), THE ADVANCE PROPERTY TAX AMOUNT SHALL NOT EXCEED THE JURISDICTION'S SHORTFALL OF REVENUE DUE TO THE WAIVER OR REDUCTION OF INTEREST THAT IS NECESSARY TO COVER THE BONDED INDEBTEDNESS PAYMENT AND ONLY THOSE WHO ARE IN RECEIPT OF LESS THAN NINETY PERCENT OF THE PROPERTY TAXES DUE AT THE TIME OF THE REQUEST QUALIFY FOR ADVANCE PAYMENT FOR BONDED INDEBTEDNESS.


(b) THIS SUBSECTION (5) IS REPEALED, EFFECTIVE DECEMBER 31, 2020.

SECTION 3. Safety clause. The general assembly hereby finds,


determines, and declares that this act is necessary for the immediate preservation of the public peace, health, or safety.




KC Becker
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Leroy M. Garcia
PRESIDENT OF
THE SENATE

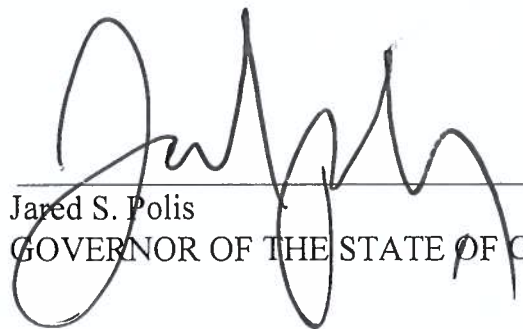


Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED June 14, 2020, 1:14pm
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

HIGH PLAINS METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

JULY 31, 2020

**HIGH PLAINS METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS**

JULY 31, 2020

	<u>General</u>	<u>Operations Fee</u>	<u>Debt Service - GO Bonds</u>	<u>Debt Service - Revenue</u>	<u>Capital Projects</u>	<u>Capital Projects - Regional Improvement</u>	<u>Total</u>
ASSETS							
1st Bank	\$ 3,066	\$ 109,433	\$ -	\$ -	\$ -	\$ 23,856	\$ 136,355
Colostrust	1,935,920	341,518	3,089,498	12,789	261,596	-	5,641,321
Accounts receivable	-	86,129	-	-	-	-	86,129
Receivable from Century Communities	1,000	-	-	-	-	-	1,000
Receivable from County Treasurer	13,040	-	14,801	-	-	117	27,958
TOTAL ASSETS	<u>\$ 1,953,026</u>	<u>\$ 537,080</u>	<u>\$ 3,104,299</u>	<u>\$ 12,789</u>	<u>\$ 261,596</u>	<u>\$ 23,973</u>	<u>\$ 5,892,763</u>
LIABILITIES AND FUND BALANCES							
LIABILITIES							
Accounts payable	\$ 3,881	\$ 125,872	\$ -	\$ -	\$ 222,014	\$ -	\$ 351,767
Prepaid assessments	-	66,949	-	-	-	-	66,949
Due to Beacon Point	-	-	-	12,789	-	-	12,789
Due to SARIA	-	-	-	-	-	23,973	23,973
Development fees payable	-	-	668,500	-	-	-	668,500
TOTAL LIABILITIES	<u>3,881</u>	<u>192,821</u>	<u>668,500</u>	<u>12,789</u>	<u>222,014</u>	<u>23,973</u>	<u>1,123,978</u>
FUND BALANCES							
Fund balances	<u>1,949,145</u>	<u>344,259</u>	<u>2,435,799</u>	<u>-</u>	<u>39,582</u>	<u>-</u>	<u>4,768,785</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 1,953,026</u>	<u>\$ 537,080</u>	<u>\$ 3,104,299</u>	<u>\$ 12,789</u>	<u>\$ 261,596</u>	<u>\$ 23,973</u>	<u>\$ 5,892,763</u>

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

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SEVEN MONTHS ENDED JULY 31, 2020**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes	\$ 1,226,331	\$ 1,216,519	\$ (9,812)	\$ 1,040,042
Specific ownership taxes	76,310	51,197	(25,113)	47,982
Interest income	8,000	4,193	(3,807)	12,812
Other revenue	2,000	-	(2,000)	1,972
TOTAL REVENUES	<u>1,312,641</u>	<u>1,271,909</u>	<u>(40,732)</u>	<u>1,102,808</u>
EXPENDITURES				
Accounting	51,000	28,006	22,994	24,616
Audit	4,950	-	4,950	-
County Treasurer's fee	18,395	18,252	143	15,603
Directors' fees	6,000	3,200	2,800	2,500
Director and meeting expense	2,500	1,051	1,449	1,148
Insurance	40,000	26,932	13,068	24,577
Legal	60,000	54,423	5,577	36,273
Miscellaneous	2,000	1,193	807	1,853
Payroll taxes	459	283	176	153
Election expense	25,000	39,224	(14,224)	-
Website	1,500	350	1,150	1,588
Contingency	25,196	-	25,196	-
TOTAL EXPENDITURES	<u>237,000</u>	<u>172,914</u>	<u>64,086</u>	<u>108,311</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	1,075,641	1,098,995	23,354	994,497
OTHER FINANCING SOURCES (USES)				
Transfers from other funds	-	-	-	6,623
Transfers to other fund	(950,000)	-	950,000	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>(950,000)</u>	<u>-</u>	<u>950,000</u>	<u>6,623</u>
NET CHANGE IN FUND BALANCES	125,641	1,098,995	973,354	1,001,120
FUND BALANCES - BEGINNING	<u>836,818</u>	<u>850,148</u>	<u>13,330</u>	<u>557,267</u>
FUND BALANCES - ENDING	<u>\$ 962,459</u>	<u>\$ 1,949,143</u>	<u>\$ 986,684</u>	<u>\$ 1,558,387</u>

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SEVEN MONTHS ENDED JULY 31, 2020**

OPERATIONS FEE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Interest income	\$ 9,000	\$ 1,504	\$ (7,496)	\$ 3,041
Operations fee (homeowners)	551,100	389,030	(162,070)	395,383
Operations fee (vacant lots)	28,272	28,551	279	48,639
Working capital	80,000	31,500	(48,500)	-
Design review fees	5,000	2,810	(2,190)	2,955
Legal collection fees	6,000	4,378	(1,622)	661
Violations and late fees	5,000	1,270	(3,730)	(1,500)
TOTAL REVENUES	<u>684,372</u>	<u>459,043</u>	<u>(225,329)</u>	<u>449,179</u>
EXPENDITURES				
Legal - collections	6,000	7,650	(1,650)	-
Miscellaneous	-	600	(600)	-
Community activities	10,000	-	10,000	760
Design review	5,000	4,940	60	2,620
Facilities management - contract	38,000	25,815	12,185	23,709
Facilities management - costs	10,000	5,458	4,542	6,318
Flowers	45,000	16,432	28,568	45,145
Irrigation repairs and improvements	40,000	25,188	14,812	23,287
Landscape maintenance - contract	129,085	75,828	53,257	72,308
Landscape improvements	100,000	107,477	(7,477)	36,296
Tree and shrub replacement	100,000	95,510	4,490	19,276
Gas and electric	10,000	3,807	6,193	5,178
Trash removal	103,000	74,393	28,607	57,208
Water - irrigation	125,000	4,454	120,546	2,831
Grounds maintenance	25,000	14,974	10,026	6,519
Holiday lighting	20,000	1,902	18,098	200
Lighting	10,000	2,493	7,507	1,025
Playground inspection and repairs	10,000	-	10,000	-
Snow removal	12,000	170	11,830	5,965
Vandalism	2,000	-	2,000	-
Contingency	8,915	-	8,915	-
TOTAL EXPENDITURES	<u>809,000</u>	<u>467,091</u>	<u>341,909</u>	<u>308,645</u>
NET CHANGE IN FUND BALANCES	(124,628)	(8,048)	116,580	140,534
FUND BALANCES - BEGINNING	<u>310,176</u>	<u>352,308</u>	<u>42,132</u>	<u>353,600</u>
FUND BALANCES - ENDING	<u>\$ 185,548</u>	<u>\$ 344,260</u>	<u>\$ 158,712</u>	<u>\$ 494,134</u>

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

SUPPLEMENTARY INFORMATION

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SEVEN MONTHS ENDED JULY 31, 2020**

DEBT SERVICE - GO BONDS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes	\$ 1,430,719	\$ 1,419,275	\$ (11,444)	\$ 1,212,863
Specific ownership taxes	85,843	58,195	(27,648)	53,990
Interest income	24,000	9,839	(14,161)	31,898
TOTAL REVENUES	<u>1,540,562</u>	<u>1,487,309</u>	<u>(53,253)</u>	<u>1,298,751</u>
EXPENDITURES				
County Treasurer's fee	21,461	21,294	167	18,195
Paying agent fees	450	450	-	450
Bond interest - Series 2017	1,121,925	560,963	560,962	561,663
Bond principal - Series 2017	175,000	-	175,000	-
Contingency	3,164	-	3,164	-
TOTAL EXPENDITURES	<u>1,322,000</u>	<u>582,707</u>	<u>739,293</u>	<u>580,308</u>
NET CHANGE IN FUND BALANCES	218,562	904,602	686,040	718,443
FUND BALANCES - BEGINNING	<u>1,527,818</u>	<u>1,531,197</u>	<u>3,379</u>	<u>1,360,847</u>
FUND BALANCES - ENDING	<u>\$ 1,746,380</u>	<u>\$ 2,435,799</u>	<u>\$ 689,419</u>	<u>\$ 2,079,290</u>

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**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SEVEN MONTHS ENDED JULY 31, 2020**

DEBT SERVICE - REVENUE FUND

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

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

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SEVEN MONTHS ENDED JULY 31, 2020**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Interest income	\$ 4,500	\$ 5,415	\$ 915	\$ 15,714
Other revenue	-	-	-	6,513
TOTAL REVENUES	<u>4,500</u>	<u>5,415</u>	<u>915</u>	<u>22,227</u>
EXPENDITURES				
Legal	-	-	-	5,835
Monumentation	320,000	272,419	47,581	7,747
Park Improvements	1,315,000	1,020,422	294,578	48,907
Entryways	400,000	122,343	277,657	-
Medians	250,000	-	250,000	-
TOTAL EXPENDITURES	<u>2,285,000</u>	<u>1,415,184</u>	<u>869,816</u>	<u>62,489</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(2,280,500)	(1,409,769)	870,731	(40,262)
OTHER FINANCING SOURCES (USES)				
Transfers from other funds	950,000	-	(950,000)	145,419
TOTAL OTHER FINANCING SOURCES (USES)	<u>950,000</u>	<u>-</u>	<u>(950,000)</u>	<u>145,419</u>
NET CHANGE IN FUND BALANCES	(1,330,500)	(1,409,769)	(79,269)	105,157
FUND BALANCES - BEGINNING	<u>1,699,854</u>	<u>1,449,350</u>	<u>(250,504)</u>	<u>1,048,428</u>
FUND BALANCES - ENDING	<u>\$ 369,354</u>	<u>\$ 39,581</u>	<u>\$ (329,773)</u>	<u>\$ 1,153,585</u>

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

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE SEVEN MONTHS ENDED JULY 31, 2020**

CAPITAL PROJECTS - REGIONAL IMPROVEMENT FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes - Regional mill levy	\$ 45,497	\$ 45,133	\$ (364)	\$ 38,299
Interest income	-	-	-	2
TOTAL REVENUES	<u>45,497</u>	<u>45,133</u>	<u>(364)</u>	<u>38,301</u>
EXPENDITURES				
County Treasurer's fee	682	677	5	575
Regional mill levy - Payment to SARIA	44,560	44,456	104	37,724
TOTAL EXPENDITURES	<u>45,242</u>	<u>45,133</u>	<u>109</u>	<u>38,299</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	255	-	(255)	2
OTHER FINANCING SOURCES (USES)				
Transfers to other fund	-	-	-	152,042
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>-</u>	<u>(152,042)</u>
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	255	-	(255)	(152,040)
FUND BALANCES - BEGINNING	<u>(255)</u>	<u>-</u>	<u>255</u>	<u>152,041</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1</u>

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

**HIGH PLAINS METROPOLITAN DISTRICT
2020 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 an Amended and Restated Consolidated Service Plan approved on March 10, 2006.

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 2020. 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.

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.

**HIGH PLAINS METROPOLITAN DISTRICT
2020 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 Aurora Regional Improvement Authority No 1. 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 6.0% of the property taxes collected.

Operations Fee

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

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1.5%.

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.

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.

**HIGH PLAINS METROPOLITAN DISTRICT
2020 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

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.

Reserves

Emergency Reserves

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

**HIGH PLAINS METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
December 31, 2020**

Bonds and Interest Maturing in the Year Ending December 31,	\$27,415,000 General Obligation Refunding Bonds Series 2017 Dated June 6, 2017 Rates ranging from 2.375% to 5.000% Interest Payable June 1 and December 1 Principal Due December 1		
	Principal	Interest	Total
2020	\$ 175,000	\$ 1,121,925	\$ 1,296,925
2021	300,000	1,114,925	1,414,925
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
	\$ 27,380,000	\$ 20,468,900	\$ 47,848,900

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

High Plains Metropolitan District
Schedule of Cash Position
July 31, 2020
Updated as of August 13, 2020

	<u>General Fund</u>	<u>Special Revnue Fee Fund</u>	<u>Debt Service Fund GO Bonds</u>	<u>Debt Service Fund Revenue</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Regional Imprvmt</u>	<u>Total</u>
<u>1st Bank - Checking</u>							
Balance as of 7/31/20	\$ 3,066.15	\$ 109,433.27	\$ -	\$ -	\$ -	\$ 23,855.62	\$ 136,355.04
Subsequent activity:							
08/08/20 - Transfer from Colotrult	-	165,896.81	-	-	234,103.19	-	400,000.00
08/08/20 - Bill.com Payment	(450.00)	(137,223.90)	-	-	(234,103.19)	-	(371,777.09)
08/11/20 - Payment to SARIA	-	-	-	-	-	(23,855.62)	(23,855.62)
<i>Anticipated Balance</i>	<u>2,616.15</u>	<u>138,106.18</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>140,722.33</u>
<u>Colotrult - Savings Account</u>							
Balance as of 7/31/20	\$ 1,935,920.40	\$ 341,518.18	\$ 3,089,497.90	\$ 12,788.76	\$ 261,595.56	\$ -	\$ 5,641,320.80
Subsequent activity:							
08/08/20 - Transfer to 1st Bank	-	(165,896.81)	-	-	(234,103.19)	-	(400,000.00)
08/10/20 - Property tax deposit (July)	13,039.77	-	14,800.98	-	-	117.43	27,958.18
Surplus fund	-	-	(1,000,000.00)	-	-	-	(1,000,000.00)
Development fees payable	-	-	(668,500.00)	-	-	-	(668,500.00)
<i>Anticipated Transfer to Checking</i>	-	-	-	-	-	-	-
<i>Anticipated Balance</i>	<u>1,948,960.17</u>	<u>175,621.37</u>	<u>1,435,798.88</u>	<u>12,788.76</u>	<u>27,492.37</u>	<u>117.43</u>	<u>3,600,778.98</u>
<i>Total by fund</i>	<u>\$ 1,951,576.32</u>	<u>\$ 313,727.55</u>	<u>\$ 1,435,798.88</u>	<u>\$ 12,788.76</u>	<u>\$ 27,492.37</u>	<u>\$ 117.43</u>	<u>\$ 3,741,501.31</u>

Yield Information:

Colotrult Prime (July 2020) - .18%

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

HIGH PLAINS METROPOLITAN DISTRICT
Property Taxes Reconciliation
2020

	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	\$ 14,011.59	\$ -	\$ 16,083.83	\$ -	\$ (210.17)	\$ -	\$ 29,885.25	0.52%	0.52%	\$ 25,127.24	0.47%	0.47%
February	1,107,361.06	-	16,812.66	-	(16,610.42)	-	1,107,563.30	40.97%	41.49%	938,091.22	40.46%	40.93%
March	113,843.99	-	14,825.42	41.65	(1,708.28)	-	127,002.78	4.21%	45.71%	99,548.78	3.78%	44.71%
April	359,124.00	-	9,834.50	66.73	(5,387.86)	-	363,637.37	13.29%	58.99%	352,279.29	14.98%	59.69%
May	73,151.88	-	13,500.24	106.11	(1,098.87)	-	85,659.36	2.71%	61.70%	67,579.32	2.34%	62.03%
June	1,006,349.01	-	17,565.14	139.99	(15,097.34)	-	1,008,956.80	37.24%	98.94%	854,116.31	36.87%	98.90%
July	7,084.90	-	20,770.54	212.20	(109.46)	-	27,958.18	0.26%	99.20%	22,349.10	0.36%	99.26%
August	-	-	-	-	-	-	-	0.00%	99.20%	21,175.59	0.19%	99.45%
September	-	-	-	-	-	-	-	0.00%	99.20%	-	-1.34%	98.11%
October	-	-	-	-	-	-	-	0.00%	99.20%	74.27	0.11%	98.22%
November	-	-	-	-	-	-	-	0.00%	99.20%	17,438.78	0.00%	98.22%
December	-	-	-	-	-	-	-	0.00%	99.20%	15,112.88	0.00%	98.22%
	\$ 2,680,926.43	\$ -	\$ 109,392.33	\$ 566.68	\$ (40,222.40)	\$ -	\$ 2,750,663.04	99.20%	99.20%	\$ 2,412,892.78	98.22%	98.22%

Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied
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Property Tax

General Fund	\$ 1,226,331.00	45.38%	\$ 1,216,518.85	99.20%
Debt Service Fund	1,430,719.00	52.94%	1,419,274.54	99.20%
Regional	45,497.00	1.68%	45,133.04	99.20%
	\$ 2,702,547.00	100.00%	\$ 2,680,926.43	

Specific Ownership Tax

General Fund	\$ 76,310.00	47.06%	\$ 51,197.31	67.09%
Debt Service Fund	85,843.00	52.94%	58,195.02	67.79%
	\$ 162,153.00	100.00%	\$ 109,392.33	

Treasurer's Fees

General Fund	\$ 18,395.00	45.38%	\$ 18,251.63	99.22%
Debt Service Fund	21,461.00	52.94%	21,293.63	99.22%
Regional	682.00	1.68%	677.14	99.29%
	\$ 40,538.00	100.00%	\$ 40,222.40	

Due To SARIA 2019	\$ (392.41)
Pledged Ptax Collected	44,455.90
Payments to SARIA	20,090.44
Due To SARIA	\$ 23,973.05

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

**TERMINATION, ACKNOWLEDGMENT AND RELEASE
AGREEMENT**

This **TERMINATION, ACKNOWLEDGMENT AND RELEASE AGREEMENT** (this “**Termination Agreement**”) is made and entered into as of the 20th day of August, 2020 (“**Effective Date**”), by and between **HIGH PLAINS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **LENNAR COLORADO, LLC**, a Colorado limited liability company (“**Lennar**”). The District and Lennar may be referred to in this Termination Agreement collectively as the “**Parties**” or individually as a “**Party**.”

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

WHEREAS, the District was organized for the purpose of providing certain public improvements, facilities and services to and for the use and benefit of the District, its residents, taxpayers, property owners and the public; and

WHEREAS, pursuant to § 32-1-1001(1)(d), C.R.S., the Board of Directors of the District (the “**Board**”) is authorized to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, the District and Lennar are parties to a Capital Reimbursement Agreement dated April 14, 2010 (the “**Capital Reimbursement Agreement**”); and

WHEREAS, pursuant to the Capital Reimbursement Agreement, the District agreed to reimburse Lennar for certain advances made thereunder, subject to annual appropriation and only if the District issues bonds in an amount sufficient to reimburse Lennar for all or part of such advances; and

WHEREAS, pursuant to the Capital Reimbursement Agreement, the funds advanced by Lennar have been recorded and/or recognized by the District as specifically set forth and shown in **Exhibit A**, attached hereto and incorporated herein by this reference, and have not yet been repaid (collectively, the “**Advances**”); and

WHEREAS, it is unlikely that the District will have sufficient cash flow or the ability or authorization to issue additional bonds in the future to repay Lennar in full for the Advances; and

WHEREAS, on April 24, 2018, the District adopted a Resolution Establishing Policies and Procedures for the Acceptance of Landscape and Park Improvements (the “**Landscape Acceptance Resolution**”); and

WHEREAS, on August 13, 2018, Lennar requested the District review certain park and landscaping tracts for preliminary acceptance; and

WHEREAS, Lennar has requested that the District own, operate and maintain certain park and landscaping tracts, as such tracts are more particularly described and depicted in **Exhibit B**,

attached hereto and incorporated herein by this reference (each a “**Lennar Tract**” and collectively, the “**Lennar Tracts**”); and

WHEREAS, the District has not yet accepted any Lennar Tracts for ownership, operations or maintenance as all of the requirements of the Landscape Acceptance Resolution have not yet been completed by Lennar; and

WHEREAS, the District and Lennar are parties to a Prepaid Development Fee Agreement dated April 1, 2005 (the “**Prepaid Development Fee Agreement**”); and

WHEREAS, on April 20, 2005, the District adopted a Resolution of the Board of Directors of High Plains Metropolitan District Concerning the Imposition of Development Fees (the “**Development Fee Resolution**”); and

WHEREAS, pursuant to the Development Fee Resolution, a one-time “Development Fee” was established for all property within the District, at the rate of \$3,500 per single-family residential lot, and \$3,500 per 5,000 gross square footage of commercial building; and

WHEREAS, pursuant to the Development Fee Resolution, Lennar owes the District thirteen single-family residential development fees associated with High Plains County Club Subdivision Filing No. 3 (the “**Outstanding Fees**”); and

WHEREAS, the District has agreed, as consideration for this Termination Agreement and subject to Lennar fulfilling the Lennar Obligations (as defined below), to (i) terminate the Capital Reimbursement Agreement, (ii) accept the Lennar Tracts for ownership, operation and maintenance and deem the same in compliance with the Landscape Acceptance Resolution, (iii) terminate the Prepaid Development Fee Agreement and acknowledge and agree that both Parties have fulfilled their respective obligations thereunder, (iv) waive the Outstanding Fees, (v) make a payment to Lennar in the amount of \$1,000,000 within two years from the date of this Termination Agreement (“**District Funding Obligation**”), and (vi) except for the Lennar Obligations, release Lennar from all other obligations and liabilities arising from or related to the subject matter set forth in this Termination Agreement (collectively, the “**District Obligations**”); and

WHEREAS, Lennar, as consideration for this Termination Agreement and subject to the District fulfilling the District Obligations, has agreed to (i) terminate the Capital Reimbursement Agreement and forgive all remaining amounts due pursuant to the Capital Reimbursement Agreement, including the Advances and all interest that has accrued or may accrue on the Advances, (ii) convey the Lennar Tracts to the District for ownership, operation and maintenance, (iii) terminate the Prepaid Development Fee Agreement and acknowledge and agree that both Parties have fulfilled their respective obligations thereunder (iv) complete the entryway monuments as approved by the City of Aurora and as depicted on Exhibit C, attached hereto and incorporated herein by this reference (the “**Monument Improvements**”) and convey the same to the District for ownership, operation and maintenance, (v) complete the remedial drainage and grading work as approved by the City of Aurora and as described in Exhibit D, attached hereto and incorporated herein by this reference (the “**Drainage Improvements**”), (vi) pay when due all amounts due to the City with respect to the traffic signals as noted on Exhibit E, attached hereto and incorporated herein by

this reference (the “**Traffic Signal Payments**”), and (vii) except for the District Obligations, release the District from all other obligations and liabilities arising from or related to the subject matter set forth in this Termination Agreement (collectively, the “**Lennar Obligations**”); and

WHEREAS, the Board has found and determined that entering into this Termination Agreement is in the best interests of the District and its taxpayers, property owners and residents; and

WHEREAS, the Parties expressly acknowledge and agree that this Termination Agreement (i) is the result of good-faith negotiations conducted by and between the Parties; (ii) represents the sole consideration for this Termination Agreement; and (iii) constitutes fair and reasonable consideration for the obligations and releases of the respective Parties.

NOW THEREFORE, in consideration of the Recitals above, the mutual promises, covenants, and undertakings contained in this Termination Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Termination of Capital Reimbursement Agreement. Upon the District fulfilling the District Obligations (including without limitation the District timely fulfilling the District Funding Obligation), the Capital Reimbursement Agreement shall automatically terminate in its entirety, and this Termination Agreement shall be evidence of termination of the Capital Reimbursement Agreement in its entirety, without any further action by the Parties.

2. Contribution and Forgiveness of Advances. The Parties further agree and acknowledge that, subject to the District’s fulfilling the District Obligations (including without limitation the District timely fulfilling the District Funding Obligation), all amounts remaining due and outstanding to Lennar under the Capital Reimbursement Agreement, including all Advances and accrued interest, shall be automatically forgiven in their entirety, generally and unconditionally released, waived, acquitted and forever discharged, and shall be deemed a contribution to the District by Lennar, and there shall be no further obligation, present or future, of the District to pay or reimburse Lennar with respect to such amounts or any other amounts under the Capital Reimbursement Agreement. Notwithstanding anything to the contrary contained in this Termination Agreement, subject to Lennar fulfilling the Lennar Obligations, effective as of the Effective Date, Lennar shall have no further obligations or commitments to the District in the Capital Reimbursement Agreement, if any.

3. Conveyance and Acceptance of Lennar Improvements. Effective upon Lennar’s completion of all required improvements on a Lennar Tract in accordance with plans and specifications approved by the City of Aurora, at Lennar’s sole cost and expense, Lennar shall convey via Special Warranty Deed such Lennar Tracts to the District, and the District shall accept the same “AS-IS” subject only to Lennar’s assignment to the District of any and all third-party warranties associated with Lennar Improvements, if any. Lennar shall have no other warranty obligations to the District or any other obligation to complete the remaining requirements of the Landscape Acceptance Resolution and the Lennar Improvements shall be deemed in compliance with the Landscape Acceptance Resolution.

4. Termination of Prepaid Development Fee Agreement. Subject to Lennar's completion of the Lennar Obligations, the Prepaid Development Fee Agreement is hereby terminated in its entirety, the Outstanding Fees are hereby waived, and this Termination Agreement shall be evidence of termination of the Prepaid Development Fee Agreement in its entirety and waiver of the Outstanding Fees, effective as of the Effective Date, without any further action by the Parties.

5. Satisfaction of Obligations. The Parties agree that: (i) subject to the District's fulfillment of the District Obligations, the District shall be deemed to have fully satisfied its obligations under the Capital Reimbursement Agreement, the Prepaid Development Fee Agreement and the Development Fee Resolution (collectively, the "**Funding Agreements**"), and the District is released from any further obligations or performance under the Funding Agreements, (ii) subject to Lennar's fulfillment of the Lennar Obligations, Lennar shall be deemed to have fully satisfied its obligations under the Funding Agreements, and Lennar is released from any further obligations or performance under the Funding Agreements. In addition, subject to the each Party's fulfillment of the District Obligations in the case of the District and Lennar Obligations in the case of Lennar, the Parties agree that no default exists with respect to the Funding Agreements, and any and all claims of default under or with respect to the Funding Agreements, whether in existence on the date hereof or otherwise, whether known or unknown, foreseen or unforeseen are hereby waived and released.

6. Waiver and Release. Subject to the District's fulfillment of the District Obligations, Lennar hereby releases and discharges the District, its officials, employees, appointees and legal representatives from any and all liabilities, obligations, duties, claims, rights or causes of action of any kind, known or unknown, that Lennar has or may have or claim to have arising out of the Funding Agreements or any other matters arising from or related to the subject matter set forth in this Termination Agreement. Subject to Lennar's fulfillment of the Lennar Obligations, the District hereby releases and discharges Lennar, its officials, employees, appointees, shareholders, consultants, agents and legal representatives from any and all liabilities, obligations, duties, claims, rights or causes of action of any kind, known or unknown, that the District has or may have or claim to have arising out of the Funding Agreements or any other matters arising from or related to the subject matter set forth in this Termination Agreement. Subject to the District's fulfillment of the District Obligations, Lennar agrees not to make a claim against the District with respect to the Funding Agreements, the performance or non-performance of any covenant or condition contained within or contemplated by the Funding Agreements or any other matters arising from or related to the subject matter set forth in this Termination Agreement. Subject to the Lennar's fulfillment of the Lennar Obligations, the District agrees not to make a claim against Lennar with respect to the Funding Agreements, the performance or non-performance of any covenant or condition contained within or contemplated by the Funding Agreements or any other matters arising from or related to the subject matter set forth in this Termination Agreement.

7. Waiver of Development Fees. Subject to Lennar's completion of the Lennar Obligations the Outstanding Fees are hereby forgiven in their entirety, generally and unconditionally released, waived, acquitted and forever discharged, and there shall be no further obligation, present or future, of Lennar to pay the Outstanding Fees to the District.

8. Payment to Lennar. The District shall pay Lennar the sum of \$1,000,000, in two installments, within two years from the date of this Termination Agreement; and agrees that \$500,000 of such payment shall be paid to Lennar not later than the end of the District's current fiscal year. The District represents and warrants that effective as of the Effective Date, it has funds sufficient to fulfill the District Funding Obligations.

9. Completion of Entryway Monuments. Lennar shall complete the Monument Improvements in accordance with Exhibit C, at the sole cost and expense of Lennar. Upon completion of the Monument Improvements, including completion of any punch list items and any final inspection(s) as may be required by the City of Aurora, Lennar shall convey via Special Warranty Deed and Bill of Sale (as applicable) the Monument Improvements and associated property interests, if any, to the District, and the District shall accept the same "AS-IS" subject only to Lennar's assignment to the District of any and all third-party warranties associated with the Monument Improvements, if any. Lennar shall have no other warranty obligations to the District or any other obligation regarding the Monument Improvements.

10. Completion of Drainage Improvements. Lennar shall complete the Drainage Improvements as approved by the City of Aurora, at the sole cost and expense of Lennar. The District shall have no liability for any costs, expenses, damages, or further work associated with the completion of the Drainage Improvements. Upon the City of Aurora's approval of the completed Drainage Improvements, Lennar shall have no further obligations to the District regarding the Drainage Improvements.

11. Traffic Signals. Lennar acknowledges and agrees it is responsible for the payment of and has paid the Traffic Signal Payments, and that the District has no obligation, present or future, to pay the Traffic Signal Payments. Subject only to Lennar's fulfillment of the Traffic Signal Payments, Lennar shall have no other obligations regarding the associated traffic signals.

12. Investigation. Each of the Parties has made such investigation of the facts pertaining to this Termination Agreement as it deems necessary. The Parties understand that if any fact with respect to any matter covered by this Termination Agreement is later found to be other than, or different from, the facts now believed by the Parties to be true, each Party expressly accepts and assumes the risk of such possible difference in facts and agrees that this Termination Agreement shall become and remain effective notwithstanding such different facts.

13. Consultation with Counsel. Each of the Parties represents and warrants that it has presented its respective counsel with this Termination Agreement, that such counsel has had the opportunity to review this Termination Agreement and that each Party is executing this Termination Agreement of its own free will after having received advice from counsel regarding execution of this Termination Agreement.

14. Miscellaneous.

(a) Execution of Additional Documentation. Each Party agrees that at the request of the other Party, it will, at any time hereafter, make such further assurances and execute or cause to be executed such further instruments as may be reasonably requested by the other Party

in order that this Termination Agreement may be fully performed in accordance with its intent and provisions.

(b) Severability. If any one or more of the provisions of this Termination Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then: (i) the validity and enforceability of all provisions of this Termination Agreement not ruled to be invalid or unenforceable shall be unaffected; (ii) the effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested in this Termination Agreement; and (iv) if the ruling and/or the controlling principle of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislature, judicial, or administrative action, then the provision(s) in question as originally set forth in this Termination Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

(c) Provisions Negotiated and Independent. Each and every provision of this Termination Agreement has been independently, separately and freely negotiated by the Parties as if this Termination Agreement were drafted by all Parties hereto. The Parties, therefore, waive any statutory or common law presumption which would serve to have this document construed in favor of, or against, either Party.

(d) Governing Law. This Termination Agreement shall be governed by and interpreted under the laws of the state of Colorado without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for any legal action relating to this Termination Agreement shall be exclusive to the District Court in and for the County of Arapahoe, Colorado. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise.

(e) Successors and Assigns; Affiliates. This Termination Agreement and all of the provisions hereof shall be binding upon the Parties and their respective heirs, successors and assigns. The waivers and releases benefitting Lennar shall extend to any other affiliates of Lennar that are parties to or otherwise have any obligations in respect of the agreements and subject matter contained herein in the same manner and effective as of the same time as that provided to Lennar herein.

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

(g) Attorneys' Fees. In the event any action, suit or legal proceedings arising out of or relating to this Termination Agreement is brought to enforce this Termination Agreement or the terms hereof, or to declare rights hereunder, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees, expert fees and costs on issues they prevail upon in connection therewith, including enforcement of judgment and/or appeal or in connection with bankruptcy or insolvency proceedings. This Termination Agreement may be introduced in any action or proceeding to enforce this Termination Agreement or the rights or obligations of any Party under this Termination Agreement.

(h) Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District pursuant to this Termination Agreement, to the extent that such obligations exist, requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. The Parties expressly understand and agree that the District's obligations under this Termination Agreement, to the extent that such obligations exist, shall extend only to monies appropriated for the purposes of this Termination Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Termination Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Termination Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Termination Agreement exist subject to annual budgeting and appropriations and shall remain subject to the same for the entire term of this Termination Agreement.

(i) Amendment or Modification. The Parties may amend or modify this Termination Agreement only by written instrument executed by the Parties.

(j) Time is of the Essence. The Parties acknowledge and agree that time is of the essence and that each shall act promptly and diligently to accomplish the terms this Termination Agreement set forth above without undue delay.

(k) Headings. The headings of paragraphs in this Termination Agreement are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Termination Agreement.

(l) No Waiver. The failure of any Party to insist upon compliance with any of the provisions of this Termination Agreement or the waiver of any such provision, in any instance, shall not be construed as a general waiver or relinquishment by such Party of any other provision of this Termination Agreement.

(m) No Reliance. Each of the Parties represents and warrants that, except for the representations and warranties specifically set forth in this Termination Agreement, in executing this Termination Agreement, it does not rely, and has not relied on any representation or statement made by any other Party to this Termination Agreement, on any representation or

statement made anyone acting on behalf of any Party to this Termination Agreement, or any representation or statement made by any other person.

(n) Authority of Signatories. Each of the Parties to this Termination Agreement represents and warrants that it is authorized to enter into this Termination Agreement and that any required consents, authorizations or approvals have been obtained.

(o) Counterparts. This Termination Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the parties hereto. Signature pages may be detached and reattached to physically form one document.

Signature page follows.

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement on the Effective Date. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Termination Agreement.

HIGH PLAINS METROPOLITAN DISTRICT, a
quasi-municipal corporation and political subdivision
of the State of Colorado

By: _____
Officer

ATTEST:

By: _____

LENNAR COLORADO, LLC,
a Colorado limited liability company

By: _____
Name: _____
Its: _____

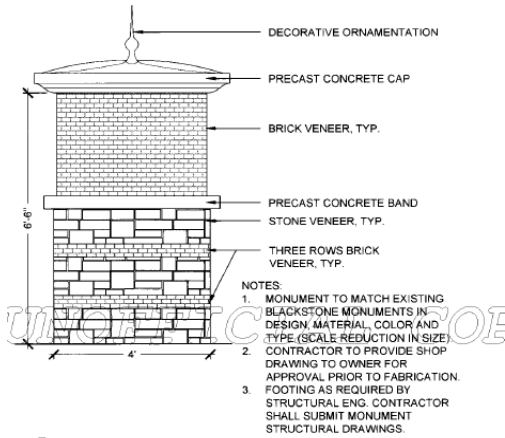
EXHIBIT A
Advances

EXHIBIT B
Lennar Tracts

1. Tract A, High Plains Country Club Sub Filing No. 3 (2071-33-4-09-013)
2. Tract B, High Plains Country Club Sub Filing No. 3 (2071-33-4-10-073)
3. Tract C, High Plains Country Club Sub Filing No. 3 (2071-33-4-11-009)
4. Tract D, High Plains Country Club Sub Filing No. 3 (2071-33-4-16-034)
5. Tract E, High Plains Country Club Sub Filing No. 3 (2071-33-4-16-035)
6. Tract G, High Plains Country Club Sub Filing No. 3 (2071-33-3-13-008)
7. Tract H, High Plains Country Club Sub Filing No. 3 (2071-33-4-10-075)

EXHIBIT C

Entryway Monuments



9 MONUMENT
1/2" = 1'-0" BLCC-21

Reception #: 02013373, Plat BK 507 Page 47, 27 OF 38

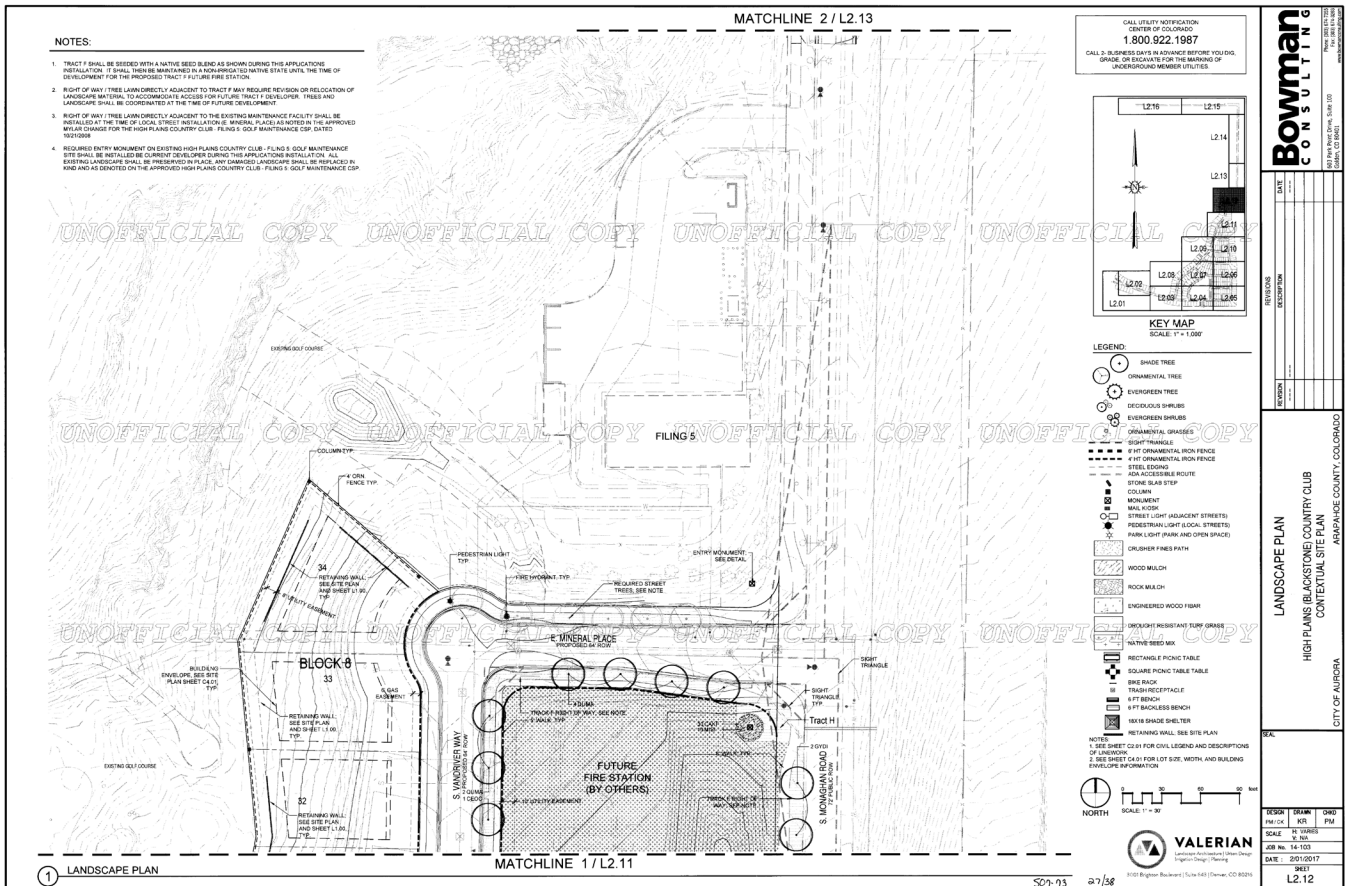


EXHIBIT D

Drainage Improvements

[See attached sheets]

EXHIBIT E
Traffic Signals

Country Club Pkwy and Smoky Hill	100% share
Blackstone Pkwy and County Line Rd.	100% share
Powhaton Rd and County Line Rd.	25% share
Powhaton Rd and Mineral Dr.	50% share
Powhaton Rd and Smoky Hill Rd.	25% share
County Line and Monaghan Rd.	% share

Allison L. Hanson

From: Clint C. Waldron
Sent: Wednesday, August 12, 2020 3:09 PM
To: Allison L. Hanson
Subject: FW: District Snow Removal on City Owned Streets

[For the meeting packet.](#)

From: Geyer, Mark [mailto:mgeyer@auroragov.org]
Sent: Wednesday, August 05, 2020 4:16 PM
To: Clint C. Waldron <cwaldron@wbapc.com>; Irvin, Vinessa <Vlrvn@auroragov.org>
Cc: Rulla, Brian <brulla@auroragov.org>; Center, Lynne <LCENTER@auroragov.org>; McMinimee, Thomas <tmcminim@auroragov.org>
Subject: RE: District Snow Removal on City Owned Streets

Clint I did receive a comment back from Lynne. Public Works is looking at resurrecting a program they had proposed pre-COVID that would allow them to issue an annual permit for snow removal. They have a lot of internal procedural hurdles to clear before they're ready to implement. They had planned to be ready for this snow season but, COVID has delayed it to the point they doubt it will be ready for this snow season. Tom McMinimee will be heading that effort. The next step is to develop a committee to vet details of the permit.

Until that program is in place, Public Works doesn't have a mechanism that would legally allow private snow removal on a public street.

Thanks

Mark E. Geyer

Project Manager | Office of Development Assistance
office 303.739.7588



GENERAL COVENANT ENFORCEMENT PROCESS

Written Complaint Received

OR

Violation Noticed on Inspection



Investigation Occurs

If complaint on its face is not sufficient



If Complaint Valid OR Violation Noticed on Inspection— Determine Type of Complaint

↙ OR ↘

Continuous Violation

Example: house painted the wrong color



Advisory Letter Issued by D.R.*

No fine issued

10 Days to Cure Violation or proceed to next letter



Notice of Continuous Violation Issued by D.R.

10 days to cure violation or request hearing

Fine may be imposed after the 10 day notice period

If hearing not requested or violation not cured within 10 days, proceed to next letter



Notice of Ongoing Violation Issued by D.R.

Additional fine may be imposed

If violation not cured within 10 days proceed to next letter



Second Notice of Ongoing Violation Issued by D.R.

Additional fine may be imposed

If violation not cured in 10 days proceed to next letter



Daily Fine Notice Issued by D.R.

Daily fines may be imposed if violation not cured

Repetitious Violation

Example: trash cans left out week after week



Advisory Letter Issued by D.R.

No fine issued



Repetitious Violation Notice Issued by D.R.

Same violation within 30 days

10 days to request hearing from 1st letter

Fines may be imposed



Subsequent Notices of Repetitious Violations

Fines issued for each subsequent offense upon occurrence within 30 day period from Advisory Letter

Continuous Violations:

Notice of Continuous Violation:	\$50.00
First Notice of Ongoing Violation:	\$75.00
Second Notice of Ongoing Violation:	\$100.00
Daily Fine Notice:	Up to \$100.00 per day

Repetitious Violations:

First Notice of Repetitious Violation:	\$25.00
Subsequent Notices of Repetitious Violations	\$50.00 per each offense

*D.R. = District Representative.

NOTE: Action may be turned over to counsel at any time within the process. Typically, at a minimum, at least one fine should be issued prior to turning over to counsel UNLESS there is a statute of limitation issue and/or the violation imposes an immediate danger and/or a cease and desist letter is necessary.

**AMENDED AND RESTATED RESOLUTION
OF THE BOARD OF DIRECTORS OF
HIGH PLAINS METROPOLITAN DISTRICT**

**REGARDING POLICIES, PROCEDURES AND PENALTIES FOR THE
ENFORCEMENT OF THE GOVERNING DOCUMENTS**

WHEREAS, High Plains Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to the terms and conditions of the “Protective Covenants for Blackstone and Mandatory Resident Social Memberships”, recorded at Reception No. B5158103, Arapahoe County, Colorado, on October 20, 2005, and amended by that First Amendment, recorded at Reception No. B6170752, Arapahoe County, Colorado, on December 5, 2006 and that Second Amendment, recorded at Reception No. B7135187, Arapahoe County, Colorado, on October 19, 2007, as may be further amended from time to time, and as assigned to the District in that certain Assignment of Rights Under Protective Covenants for Blackstone and Mandatory Resident Social Membership, recorded at Reception No. D0086092, Arapahoe County, Colorado on September 1, 2010 (collectively, the “**Covenants**”), the District is authorized to promulgate design and/or architectural standards, rules, regulations and/or guidelines (collectively, the “**Guidelines**”); and

WHEREAS, pursuant to the terms and conditions of the Covenants, the District is authorized to adopt, enact, amend, modify and re-enact rules and regulations concerning and governing the Property (as that term is defined in the Covenants) (the “**Rules and Regulations**”) and, collectively with the Covenants and Guidelines, the “**Governing Documents**”), and to establish and enforce penalties for the infraction of the Rules and Regulations, including the levying and collection of fines; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District which, until such fees, rates, tolls, charges and penalties are paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, on September 17, 2014, the Board adopted the Resolution Regarding Policies, Procedures and Penalties for Enforcement of the Governing Documents, establishing policies, procedures and penalties for violations of the guidelines, rules and regulations and other policies and procedures of the District, as the same may be amended and supplemented from time to time (the “**Prior Resolution**”); and

WHEREAS, the Board desires to amend and restate the Prior Resolution to establish new policies, procedures and penalties for violations of the Governing Documents.

NOW THEREFORE, the Board hereby adopts this Resolution and the following policies and procedures:

1. Intent of District. This Resolution is adopted to ensure the protection of the health, safety and welfare of the residents and property owners of the District, to preserve property values, enhance the quality of life for all District residents, and provide a fair and consistent enforcement process of the Governing Documents.

2. Enforcement Policy. The District may enforce the Governing Documents through administrative proceedings or judicial action, and any non-compliance with the Governing Documents by any owner, renter or guest will be the responsibility of the owner of the respective property subject to this Resolution (“the **“Owner”**”). This Resolution is intended to serve as guidance to the Board and the District’s authorized representative(s) (the **“District Representative”**), and does not limit or restrict the authority of the Board. The Board may intervene at any time with respect to any authority granted to or action undertaken by the District Representative. In addition, this Resolution shall not supersede the procedures for approval, disapproval, or notice of noncompliance related to improvements as set forth in the Governing Documents.

3. Investigation. Upon receipt of a written complaint alleging a violation of the Governing Documents, if additional information is necessary, the District Representative may conduct an investigation to determine whether a violation of the Governing Documents has occurred.

4. Enforcement Process for Continuous Violations. Upon determining that a **“Continuous Violation”** (defined as a violation that is ongoing, uninterrupted by time and may take time to cure) has occurred, the District Representative and Board shall take the following steps:

- a. Advisory Letter. If the District Representative determines that a Continuous Violation of the Governing Documents exists, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an “Advisory Letter” to the Owner by first-class United States mail to the address of the Owner on record according to the records of the County Assessor (**“Owner’s Address”**), notifying the Owner of: (i) the restriction violated and the nature of the Continuous Violation, (ii) that the Owner must have the Continuous Violation corrected within 10 calendar days after the date of the Advisory Letter, and (iii) that failure to timely cure the Continuous Violation may result in potential fines or other sanctions. If, in the discretion of the District Representative, the Continuous Violation requires more than 10 days to cure, the District Representative may extend the cure period or require the Owner to commence such cure within 10 days after the date of the Advisory Letter and diligently prosecute the same to completion. The District Representative may, in its sole discretion, determine that an Advisory Letter is not necessary or appropriate and may instead immediately send a Notice as provided in Paragraph 8 below.
- b. Notice of Complaint and Opportunity to Be Heard. If an Owner fails to cure (or provide adequate proof that he or she is diligently seeking to cure, if applicable) a Continuous Violation within 10 days of the date of the Advisory

Letter, or if the District Representative determines, in its sole discretion, an Advisory Letter is not necessary or appropriate, the District Representative shall send a notice of complaint and opportunity to be heard (“**Notice of Continuous Violation**”) to the Owner at the Owner’s Address notifying the Owner of the Continuous Violation and of the potential fines that may be imposed if the Continuous Violation is not cured. The Notice of Continuous Violation shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 10 days of the date of the Notice of Continuous Violation.

- c. Notice of Ongoing Violation. If after 10 days of the date of the Notice of Continuous Violation, the Owner has not requested a hearing, cured the Continuous Violation or made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing, the District Representative shall send a notice of ongoing violation (“**Notice of Ongoing Violation**”) to the Owner’s Address demanding that the Owner cure the ongoing Continuous Violation and that an additional fine has been imposed on the Owner’s account pursuant to the fine schedule set forth in Paragraph 7 below. A second Notice of Ongoing Violation shall be sent 10 days thereafter if the Continuous Violation is not cured or arrangements to cure the Continuous Violation are not communicated to the District Representative in writing and the prior fine paid. The second Notice of Ongoing Violation shall advise the Owner of the imposition of an additional fine, pursuant to the fine schedule set forth in Paragraph 7 of this Resolution.
- d. Continuous Violation. In the event that a Continuous Violation continues to exist uninterrupted 10 days after the date of the second Notice of Ongoing Violation, the District may in its discretion, in addition to any other remedy, send the Owner a notice of daily fines (“**Daily Fine Notice**”) and thereafter impose a fine of up to \$100 for each day that a Continuous Violation so continues.

5. Enforcement Process for Repetitious Violations. Upon determining that a “**Repetitious Violation**” (defined as a violation that occurs at a set point in time and does not require time to cure, such as the parking of a restricted vehicle in the community or leaving trash cans out beyond the time allowed) has occurred, the District Representative and Board shall take the following steps:

- a. Advisory Letter. If the District Representative determines that a Repetitious Violation of the Governing Documents has occurred, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an “Advisory Letter” to the Owner by first-class United States mail to the Owner’s Address, notifying the Owner of: (i) the restriction violated and the nature of the Repetitious Violation, and (iii) that any subsequent violations of the same restriction within 30 days of the date of the Advisory Letter may result in the imposition of fines. The District Representative may, in its sole

discretion, determine that an Advisory Letter is not necessary or appropriate and may instead immediately send a Notice as provided in Paragraph 8 below.

- b. Notices of Repetitious Violations. If an Owner subsequently violates the same covenant or rule within 30 days of date of the Advisory Letter, each such instance shall constitute a separate Repetitious Violation for which fines may be imposed pursuant to the fine schedule set forth in paragraph 7. Upon the occurrence of each subsequent Repetitious Violation, the District Representative shall send the Owner a notice advising the Owner of the Repetitious Violation and of the fine to be imposed (“**Repetitious Violation Notice**”). The first such Repetitious Violation Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 10 days of such first Repetitious Violation Notice. The District may impose additional fines with each Repetitious Violation Notice sent after the first Repetitious Violation Notice without the necessity of providing the Owner with the opportunity for a hearing thereafter.

6. Hearings

- a. If a hearing is requested by the Owner pursuant to paragraph 4.b or 5.b above, the District Representative shall notify the Owner of the date, time and place of the hearing at least 10 days prior to the hearing. Hearings regarding violations of the Governing Documents shall be conducted by the Board, or a tribunal consisting of District residents or other persons as selected by the Board.
- b. In the event an Owner fails to request a hearing within 10 days of the date of the Notice of Continuous Violation or the first Notice of Repetitious Violation, as applicable, or fails to appear at a requested hearing, the Board or the tribunal or person designated by the Board to conduct the hearing may make a decision with respect to the violation based on the complaint, results of the investigation and any other available information without the necessity of holding a formal hearing. Failure to request a hearing or to appear at a requested hearing will result in the Owner being deemed to have admitted and acknowledged the violation and the Owner will thereafter be subject to all fines and penalties assessed in connection with the violation. After offering an Owner the opportunity for a hearing in the Notice of Continuous Violation or the first Notice of Repetitious Violation, as applicable, regardless of whether the Owner then requests a hearing or not, the District need not offer the opportunity for a hearing for any additional fines to be imposed for failure to cure a Continuous Violation or for subsequent instances of a Repetitious Violation.
- c. Decision. If the Board or the tribunal or person designated by the Board to conduct the hearing has made a finding that an Owner is in violation of the Governing Documents, the District Representative shall send notice of violation (“**Notice of Decision**”) to the Owner’s Address. The Notice of

Decision shall set forth the fine imposed, if any, and any additional fines that may be imposed if the Continuous Violation remains uncured or if subsequent instances of Repetitious Violations occur. The District may revoke or suspend the Owner's privileges, impose fines in accordance with the fine schedule set forth below and take such other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents. No hearing shall be required for the imposition of any such additional fines.

7. Fine Schedule. The following fine schedule is adopted for any and all violations of the Governing Documents.

Continuous Violations:

Notice of Continuous Violation:	\$50.00
First Notice of Ongoing Violation:	\$75.00
Second Notice of Ongoing Violation:	\$100.00
Daily Fine Notice:	Up to \$100.00 per day

Repetitious Violations:

First Notice of Repetitious Violation:	\$25.00
Subsequent Notices of Repetitious Violations	\$50.00 per each offense

8. Violations or Offenses that Constitute a Present Danger. If a violation concerns a serious or immediate risk to the health, safety, or welfare of person or property, the District Representative shall seek to obtain prompt action by the Owner to correct the violation and avoid any reoccurrence, and the procedural requirements under this Resolution may be waived by the Board and a hearing scheduled as soon as possible. The Board may impose sanctions as necessary to abate any threat to health, safety or welfare of any person or property.

9. Waiver of Fines and Other Amounts. The District may determine enforcement actions on a case by case basis, and take other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents. The District Representative may, in its sole discretion, waive all or any portion of any fines and other amounts levied under this Resolution. Additionally, the Board may condition waiver of any fine or other amount(s), upon the Owner coming into and staying in compliance with the Governing Documents.

10. Other Enforcement Means. The provisions of this Resolution shall be in addition to all other enforcement means which are available to the District through the Governing Documents, or by law. Application of this Resolution does not preclude the District from using any other enforcement means, including, but not limited to the recording of liens, foreclosure, and any other legal or equitable remedies available to the District.

11. Legal Action. Any violation of the Governing Documents may, in the discretion of the Board, be turned over to legal counsel to take appropriate legal action either in lieu of, or in addition to, the imposition of any fines or other penalties under this Resolution, and Owners shall be responsible for all attorneys' fees and costs incurred in enforcing this Resolution and in collecting amounts due and owing the District.

12. Foreclosure of Lien. All amounts imposed pursuant to this Resolution shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j), C.R.S., such lien being a charge imposed for the provision of services and facilities to the property. Said lien may be foreclosed at such time as the District in its sole discretion may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land.

13. Deviations. The District may deviate from the procedures set forth herein if, in its sole discretion, such deviation is reasonable under the circumstances.

14. Amendment. The policies, procedures and fine schedule set forth in this Resolution may be supplemented and/or amended from time to time by the District, in its sole and absolute discretion.

15. Payment. Payment for all fines shall be by check or equivalent form acceptable to the District, made payable to "High Plains Metropolitan District" and sent to the District within 30 days of the date of the notice sent from the District to the Owner notifying the Owner of the imposition of the fine.

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

17. Prior Resolutions. This Resolution shall supersede and replace in its entirety the Prior Resolution addressing the enforcement of the Governing Documents adopted by the Board.

18. Effective Date. This Resolution shall become effective immediately, and shall supersede in its entirety any prior resolution.

Signature page follows.

ADOPTED this ____ day of July, 2020.

HIGH PLAINS METROPOLITAN DISTRICT,
a quasi-municipal corporation and political
subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature Page to Resolution Concerning Enforcement Policies and Procedures

**High Plains Metropolitan District
Accounts Receivable Aging Report
Period Through: 6/30/2020**

Unit	Account Number	Account	Total Due	Current	30 Days	60 Days	90 Days
9	100200641	Homeowner Ledger	\$2,716.00	\$295.00			\$2,421.00
11	100206701	Homeowner Ledger	\$2,235.00	\$150.00			\$2,085.00
22	100205332	Homeowner Ledger	\$2,015.00				\$2,015.00
6	100208661	Homeowner Ledger	\$1,790.00	\$150.00			\$1,640.00
20	100200171	Homeowner Ledger	\$1,590.00	\$150.00			\$1,440.00
130	100201300	Homeowner Ledger	\$1,480.00	\$700.00			\$780.00
8	100205772	Homeowner Ledger	\$1,425.00	\$150.00	\$65.00		\$1,210.00
7	100206012	Homeowner Ledger	\$1,095.00	\$150.00	\$65.00		\$880.00
390	100206101	Homeowner Ledger	\$1,095.00	\$150.00	\$65.00		\$880.00
68	100208621	Homeowner Ledger	\$1,017.00	\$180.00			\$837.00
1	100208521	Homeowner Ledger	\$930.00	\$150.00	\$65.00		\$715.00
1	100208812	Homeowner Ledger	\$765.00	\$150.00	\$65.00		\$550.00
13	100208081	Homeowner Ledger	\$750.00		\$500.00		\$250.00
4	100204982	Homeowner Ledger	\$715.00				\$715.00
1	100204480	Homeowner Ledger	\$660.00				\$660.00
3	100204490	Homeowner Ledger	\$660.00				\$660.00
277	* 100204840	Homeowner Ledger	\$660.00				\$660.00
1	100205050	Homeowner Ledger	\$660.00				\$660.00
2	100205060	Homeowner Ledger	\$660.00				\$660.00
3	100205140	Homeowner Ledger	\$660.00				\$660.00
2	100205150	Homeowner Ledger	\$660.00				\$660.00
4	100204640	Homeowner Ledger	\$588.00				\$588.00
5	100204660	Homeowner Ledger	\$588.00				\$588.00
1	100209010	Homeowner Ledger	\$567.00				\$567.00
202	100202020	Homeowner Ledger	\$553.00				\$553.00
6	100204800	Homeowner Ledger	\$516.00				\$516.00
7	100204810	Homeowner Ledger	\$516.00				\$516.00
47	* 100202811	Working Capital	\$500.00				\$500.00
12	* 100205550	Working Capital	\$500.00				\$500.00
4	100209160	Homeowner Ledger	\$489.00				\$489.00
460	100206881	Homeowner Ledger	\$460.00	\$150.00	\$65.00		\$245.00
431	100206561	Homeowner Ledger	\$350.00	\$30.00	\$250.00		\$70.00
46	100202802	Homeowner Ledger	\$345.00				\$345.00
3	100200351	Homeowner Ledger	\$330.00				\$330.00
92	100200922	Homeowner Ledger	\$330.00				\$330.00
224	100202242	Homeowner Ledger	\$330.00				\$330.00
230	100202301	Homeowner Ledger	\$330.00				\$330.00
236	100202361	Homeowner Ledger	\$330.00				\$330.00
48	100202822	Homeowner Ledger	\$330.00				\$330.00
141	100203342	Homeowner Ledger	\$330.00				\$330.00
154	100203482	Homeowner Ledger	\$330.00				\$330.00
160	100203552	Homeowner Ledger	\$330.00				\$330.00
173	100203692	Homeowner Ledger	\$330.00				\$330.00
5	100203963	Homeowner Ledger	\$330.00				\$330.00
203	100204033	Homeowner Ledger	\$330.00				\$330.00
222	100204242	Homeowner Ledger	\$330.00				\$330.00
228	100204302	Homeowner Ledger	\$330.00				\$330.00
12	100205551	Homeowner Ledger	\$330.00				\$330.00
370	100205882	Homeowner Ledger	\$330.00				\$330.00
14	100206093	Homeowner Ledger	\$330.00				\$330.00
17	100206522	Homeowner Ledger	\$330.00				\$330.00
475	100207041	Homeowner Ledger	\$330.00				\$330.00
27	100207531	Homeowner Ledger	\$330.00				\$330.00
521	100207561	Homeowner Ledger	\$330.00				\$330.00
5	100208851	Homeowner Ledger	\$330.00				\$330.00
22	100208981	Homeowner Ledger	\$330.00				\$330.00
172	100203680	Homeowner Ledger	\$279.00				\$279.00
174	100203700	Homeowner Ledger	\$279.00				\$279.00
179	* 100203750	Homeowner Ledger	\$279.00				\$279.00
184	100203810	Homeowner Ledger	\$279.00				\$279.00
189	100203860	Homeowner Ledger	\$279.00				\$279.00
195	100203930	Homeowner Ledger	\$279.00				\$279.00
202	100204020	Homeowner Ledger	\$279.00				\$279.00
205	100204050	Homeowner Ledger	\$279.00				\$279.00
208	* 100204080	Homeowner Ledger	\$279.00				\$279.00
212	100204130	Homeowner Ledger	\$279.00				\$279.00
215	100204160	Homeowner Ledger	\$279.00				\$279.00
218	100204190	Homeowner Ledger	\$279.00				\$279.00
224	100204260	Homeowner Ledger	\$279.00				\$279.00

**High Plains Metropolitan District
Accounts Receivable Aging Report
Period Through: 6/30/2020**

Unit	Account Number	Account	Total Due	Current	30 Days	60 Days	90 Days
227	100204290	Homeowner Ledger	\$279.00				\$279.00
229	100204310	Homeowner Ledger	\$279.00				\$279.00
240	100204440	Homeowner Ledger	\$279.00				\$279.00
242	100204460	Homeowner Ledger	\$279.00				\$279.00
246	100204500	Homeowner Ledger	\$279.00				\$279.00
247	100204510	Homeowner Ledger	\$279.00				\$279.00
256	100204610	Homeowner Ledger	\$279.00				\$279.00
261	100204670	Homeowner Ledger	\$279.00				\$279.00
262	100204680	Homeowner Ledger	\$279.00				\$279.00
271	100204780	Homeowner Ledger	\$279.00				\$279.00
275	100204820	Homeowner Ledger	\$279.00				\$279.00
276	100204830	Homeowner Ledger	\$279.00				\$279.00
284	100204920	Homeowner Ledger	\$279.00				\$279.00
8	100204940	Homeowner Ledger	\$279.00				\$279.00
9	100204950	Homeowner Ledger	\$279.00				\$279.00
288	* 100204960	Homeowner Ledger	\$279.00				\$279.00
289	100204970	Homeowner Ledger	\$279.00				\$279.00
290	100204990	Homeowner Ledger	\$279.00				\$279.00
291	100205000	Homeowner Ledger	\$279.00				\$279.00
294	100205030	Homeowner Ledger	\$279.00				\$279.00
298	100205070	Homeowner Ledger	\$279.00				\$279.00
299	100205080	Homeowner Ledger	\$279.00				\$279.00
38	* 100205110	Homeowner Ledger	\$279.00				\$279.00
301	100205120	Homeowner Ledger	\$279.00				\$279.00
302	100205130	Homeowner Ledger	\$279.00				\$279.00
305	100205160	Homeowner Ledger	\$279.00				\$279.00
306	100205170	Homeowner Ledger	\$279.00				\$279.00
37	100205180	Homeowner Ledger	\$279.00				\$279.00
308	100205190	Homeowner Ledger	\$279.00				\$279.00
21	100205200	Homeowner Ledger	\$279.00				\$279.00
36	100205220	Homeowner Ledger	\$279.00				\$279.00
10	100207180	Homeowner Ledger	\$279.00				\$279.00
11	100207220	Homeowner Ledger	\$279.00				\$279.00
12	100207230	Homeowner Ledger	\$279.00				\$279.00
13	100207260	Homeowner Ledger	\$279.00				\$279.00
14	100207270	Homeowner Ledger	\$279.00				\$279.00
15	100207330	Homeowner Ledger	\$279.00				\$279.00
15	* 100208120	Homeowner Ledger	\$279.00				\$279.00
20	100208170	Homeowner Ledger	\$279.00				\$279.00
19	100208220	Homeowner Ledger	\$279.00				\$279.00
18	100208260	Homeowner Ledger	\$279.00				\$279.00
17	100208270	Homeowner Ledger	\$279.00				\$279.00
16	100208320	Homeowner Ledger	\$279.00				\$279.00
15	100208340	Homeowner Ledger	\$279.00				\$279.00
14	100208380	Homeowner Ledger	\$279.00				\$279.00
13	100208410	Homeowner Ledger	\$279.00				\$279.00
12	100208470	Homeowner Ledger	\$279.00				\$279.00
11	100208510	Homeowner Ledger	\$279.00				\$279.00
13	100209140	Homeowner Ledger	\$279.00				\$279.00
16	100209170	Homeowner Ledger	\$279.00				\$279.00
17	100209180	Homeowner Ledger	\$279.00				\$279.00
18	100209190	Homeowner Ledger	\$279.00				\$279.00
14	100203711	Homeowner Ledger	\$265.00				\$265.00
34	100207341	Homeowner Ledger	\$258.00				\$258.00
52	100207911	Homeowner Ledger	\$258.00				\$258.00
534	100207702	Homeowner Ledger	\$254.00				\$254.00
229	100202290	Homeowner Ledger	\$250.00				\$250.00
269	100204751	Homeowner Ledger	\$230.00				\$230.00
283	100204911	Homeowner Ledger	\$216.00				\$216.00
164	100201642	Homeowner Ledger	\$195.00				\$195.00
293	100205021	Homeowner Ledger	\$185.00				\$185.00
53	100200530	Homeowner Ledger	\$168.00				\$168.00
1	100200042	Homeowner Ledger	\$165.00				\$165.00
63	100200631	Homeowner Ledger	\$165.00				\$165.00
267	100202671	Homeowner Ledger	\$165.00				\$165.00
1	100203071	Homeowner Ledger	\$165.00				\$165.00
14	100203182	Homeowner Ledger	\$165.00				\$165.00
131	100203231	Homeowner Ledger	\$165.00				\$165.00
167	100203621	Homeowner Ledger	\$165.00				\$165.00
221	100204231	Homeowner Ledger	\$165.00				\$165.00

**High Plains Metropolitan District
Accounts Receivable Aging Report
Period Through: 6/30/2020**

Unit	Account Number	Account	Total Due	Current	30 Days	60 Days	90 Days
233	100204363	Homeowner Ledger	\$165.00				\$165.00
266	100204721	Homeowner Ledger	\$165.00				\$165.00
279	100204861	Homeowner Ledger	\$165.00				\$165.00
312	100205241	Homeowner Ledger	\$165.00				\$165.00
328	100205413	Homeowner Ledger	\$165.00	\$30.00			\$135.00
374	100205922	Homeowner Ledger	\$165.00				\$165.00
439	100206642	Homeowner Ledger	\$165.00				\$165.00
533	100207693	Homeowner Ledger	\$165.00				\$165.00
92	100208891	Homeowner Ledger	\$165.00				\$165.00
10	100200090	Homeowner Ledger	\$150.00				\$150.00
43	100200431	Homeowner Ledger	\$150.00				\$150.00
5	100203452	Homeowner Ledger	\$150.00				\$150.00
24	100208752	Homeowner Ledger	\$150.00				\$150.00
20	100206741	Homeowner Ledger	\$145.00				\$145.00
371	100205891	Homeowner Ledger	\$140.00				\$140.00
124	100201241	Homeowner Ledger	\$135.00				\$135.00
9	* 100205840	Homeowner Ledger	\$114.00				\$114.00
535	* 100207710	Homeowner Ledger	\$114.00				\$114.00
5	* 100206000	Homeowner Ledger	\$108.00				\$108.00
8	* 100206050	Homeowner Ledger	\$108.00				\$108.00
23	* 100208421	Homeowner Ledger	\$108.00				\$108.00
8	* 100205780	Homeowner Ledger	\$99.00				\$99.00
107	100202960	Homeowner Ledger	\$93.00				\$93.00
112	100203020	Homeowner Ledger	\$93.00				\$93.00
3	100204011	Homeowner Ledger	\$93.00				\$93.00
232	100204351	Homeowner Ledger	\$93.00				\$93.00
234	100204371	Homeowner Ledger	\$93.00				\$93.00
336	100205501	Homeowner Ledger	\$93.00				\$93.00
372	* 100205901	Homeowner Ledger	\$93.00				\$93.00
467	100206952	Homeowner Ledger	\$93.00				\$93.00
53	100207891	Homeowner Ledger	\$93.00				\$93.00
329	100205422	Homeowner Ledger	\$90.00	\$90.00			
1	* 100205280	Homeowner Ledger	\$84.00				\$84.00
2	* 100205310	Homeowner Ledger	\$84.00				\$84.00
280	100204881	Homeowner Ledger	\$63.00				\$63.00
477	100207062	Homeowner Ledger	\$50.00				\$50.00
114	100201140	Homeowner Ledger	\$30.00	\$30.00			
19	100206681	Homeowner Ledger	\$30.00				\$30.00
83	100208791	Homeowner Ledger	\$21.00				\$21.00
49	100208011	Homeowner Ledger	\$10.88				\$10.88

Totals:	\$63,989.88	\$2,705.00	\$1,140.00	\$0.00	\$60,144.88
Counts:	179	16	8	0	177

Assessments:	\$31,908.88	\$0.00	\$0.00	\$0.00	\$31,908.88
Assessment-Lot:	\$22,512.00	\$0.00	\$0.00	\$0.00	\$22,512.00
Letter Fee:	\$265.00	\$0.00	\$0.00	\$0.00	\$265.00
Working Capital:	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
CE/ACC Applications:	\$120.00	\$90.00	\$0.00	\$0.00	\$30.00
Legal Fees:	\$4,679.00	\$2,615.00	\$300.00	\$0.00	\$1,764.00
Violations:	\$2,755.00	\$0.00	\$750.00	\$0.00	\$2,005.00
Late Fees:	\$750.00	\$0.00	\$90.00	\$0.00	\$660.00
	\$63,989.88	\$2,705.00	\$1,140.00	\$0.00	\$60,144.88

Cox Professional Landscape Services LLC
 14051 E Davies Avenue Unit A
 Centennial, CO 80112

Invoice

Date	Invoice #
8/5/2020	29119

Bill To
High Plains Metro District c/o Summit Management & Consulting 4950 S Yosemite St, F2-506 Greenwood Village, CO 80111

P.O. Number	Terms	Rep
	Due on receipt	

Quantity	Item Code	Description	Price Each	Amount
		1. Remove all vegetation in the corner bed at E. Clifton Dr. and So. Country Club Parkway. Install new plant material after the new park signage is installed . Modify irrigation as needed		
6	Demo	Demo. Work	55.00	330.00
1	Irrigation Repairs-...	Irrigation Repairs-bid item	150.00	150.00
10	Sumac, Gro-Low #5	Gro-Low Sumac #5 installed	57.50	575.00
4	Ninebark, Diablo #5	Diablo Ninebark #5 installed	57.50	230.00
3	Serviceberry 6'	Serviceberry 6' installed	670.00	2,010.00
2.5	Wood Mulch, Colo...	Brown Colored Wood Mulch	71.75	179.38
2	General Landscape...	General Landscape Labor	55.00	110.00
		Subtotal		3,584.38
		2. In the triangle north of the sign bed. Remove existing vegetation. Install new landscape per plan. Bed will also be bermed.		
4	Demo	Demo. Work	55.00	220.00
3	Topsoil	Screened Topsoil	62.35	187.05
8	Sumac, Gro-Low #5	Gro-Low Sumac #5 installed	57.50	460.00
2	Wood Mulch, Colo...	Brown Colored Wood Mulch	71.75	143.50
160	Fabric	Landscape Fabric installed	0.53	84.80
6	General Landscape...	General Landscape Labor	55.00	330.00
		Subtotal		1,425.35
		Subtotal		5,009.73
	Discount 5%	5% Discount For Pre- Payment	-5.00%	-250.49

Phone #
 303.693.6878

YOU CAN NOW PAY ONLINE!
www.coxprolandscape.com
 Click on "MAKE A PAYMENT" in the top right corner

Total \$4,759.24

Balance Due \$4,759.24

Email: coxoffice@coxprolandscape.com

*All Commercial Applicators are licensed by the Colorado Department of Agriculture



Irene Borisov <irene@sammgt.com>

RE: Landscape Committee - Country Club Park Sing

Jerry Maness <jerry.maness@coxprolandscape.com>

Tue, Aug 11, 2020 at 4:08 PM

To: "M. Elena Daniels" <MariaElenaDaniels@highplainsmetro.org>, Kevin Cox <kevin.cox@coxprolandscape.com>

Cc: Carol Hesketh <heskethcarol@gmail.com>, Irene Borisov <irene@sammgt.com>, jillshadwell1@gmail.com, Shawn McGoff <shawnmcgoff@highplainsmetro.org>, Josie O'neill <yoyojosieo@gmail.com>

Maria Elena,

There are not a lot of deciduous shrubs that are going to stay under 13", particularly at the same price point. Three good candidates are: My Monet Weigela, Pawnee Buttes Sandcherry, and Creeping Willow (see pictures). There are several perennial groundcovers that could work (Phlox, Vinca, Veronica, Ice Plant, Lamium, Kinnikinnick, Dwarf Cranesbill) and we would install 35 of those. There are a dozen spreading Junipers that will stay under a foot but will add \$75.00 to the total price.

Thank you,

Jerry L. Maness

Jerry.maness@coxprolandscape.com

Cox Professional Landscape Services, LLC

14051 E. Davies Ave. Unit A

Centennial, CO 80112

Phone: 303-693-6878

Fax: 303-693-6876

coxoffice@coxprolandscape.com

www.coxprolandscape.com

—Original Message—

From: M. Elena Daniels [mailto:MariaElenaDaniels@highplainsmetro.org]

Sent: Tuesday, August 11, 2020 1:00 PM

To: Kevin Cox

Cc: Carol Hesketh; Irene Borisov; Jerry Maness; jillshadwell1@gmail.com; Shawn McGoff; Josie O'neill

Subject: Landscape Committee - Country Club Park Sing

Hi Kevin,

I sent a text last week about the plants selection (Grow Low-Sumac #5) for the Sign area. This will end up covering the lettering "AT BLACKSTONE". The lettering according to Erik will hit 13" from the bottom and the Sumac will get to be 18" high. You said Jerry was going to send some options by email that wouldn't change the price. Can you get that for me today? Hopefully it will include pictures and the size at maturity. The Landscape Committee is meeting on Thursday and we need to get plant selection done.

Also, hope the breeze looks clean and tidy. The as-is doesn't look too promising...

Thanks!

Maria Elena Daniels

Board Director - High Plains Metropolitan District

3 attachments



weigela.jpg
404K



Pawney-Buttes-Sand-cherry2.JPG
507K



creeping willow.jpg
415K

Removal of Boulders
Approved

Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A

Centennial, CO 80112

Estimate

Date	Estimate #
7/14/2020	1224

Name / Address
High Plains Metro District c/o Summit Management & Consulting 4950 S Yosemite St, F2-506 Greenwood Village, CO 80111

Ship To

Project
2020 Enhancements

Description	Qty	U/M	Total
1. Remove all vegetation in the corner bed at E. Clifton Dr. and So. Country Club Parkway. Install new plant material after the new park signage is installed. Modify irrigation as needed			
Demo. Work	6	hr	330.00
Irrigation Repairs-bid item	1	EA	150.00
Gro-Low Sumac #5 installed	10	EA	575.00
Diablo Ninebark #5 installed	4	EA	230.00
Serviceberry 6' installed	3	EA	2,010.00
Brown Colored Wood Mulch	2.5	CY	179.38
General Landscape Labor	2	hr	110.00
Subtotal			3,584.38
2. In the triangle north of the sign bed. Remove existing vegetation. Install new landscape per plan. Bed will also be bermed.			
Demo. Work	4	hr	220.00
Screened Topsoil	3	CY	187.05
Gro-Low Sumac #5 installed	8	EA	460.00
Moss Rock boulders NO	2	ton	1,100.00
Brown Colored Wood Mulch	2	CY	143.50
Landscape Fabric installed	160	sqft	84.80
General Landscape Labor	6	hr	330.00
Subtotal			2,525.35
Subtotal			6,109.73
Total			

Phone #
303.693.6878

Email:
coxoffice@coxprolandscape.com

Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A
Centennial, CO 80112

Estimate

Date	Estimate #
7/14/2020	1224

Name / Address
High Plains Metro District c/o Summit Management & Consulting 4950 S Yosemite St, F2-506 Greenwood Village, CO 80111

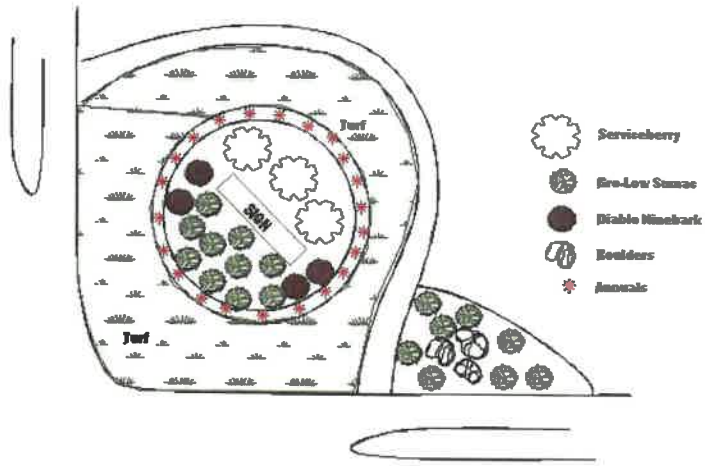
Ship To

Project
2020 Enhancements

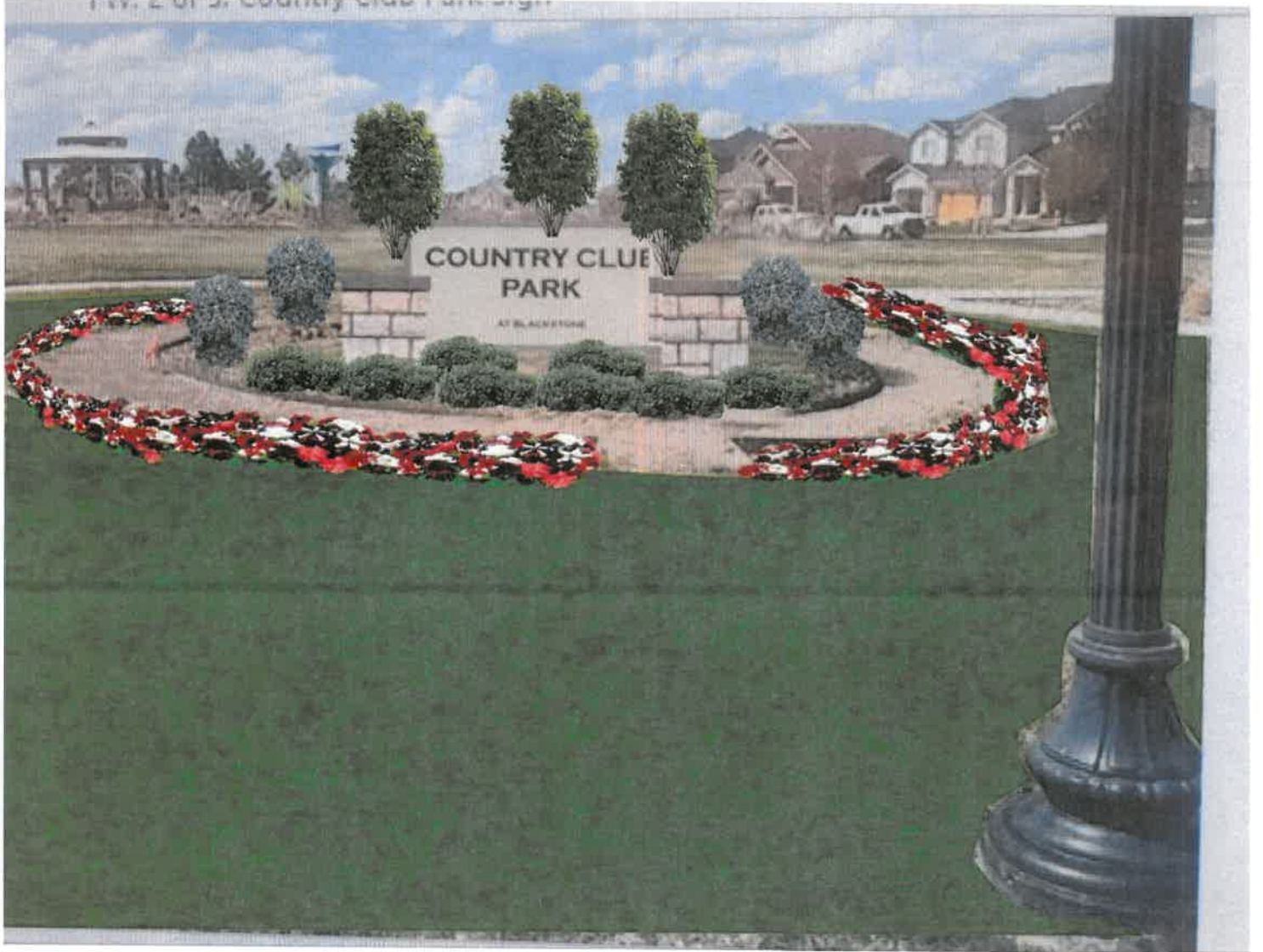
Description	Qty	U/M	Total
<p>This proposal is good for thirty (30) days from the date of issue.</p> <p>There is a five percent (5%) discount for payment in full made prior to commencement of work. In this case owner will be notified by CPLS as to payment date. If the project is a phased project, a phased and partial billing will be identified and payments after the initial deposit will be based upon completion of phases.</p> <p>All plants, materials and workmanship will be warranted for a period of one year from date of project completion. The plant warranty shall consist of a onetime only replacement of the dead plant material. It is the Owner's responsibility to report any concerns regarding any planting and not wait until the plant is dead before notifying CPLS. Replacement will be the same or a mutually agreed upon plant material. CPLS does not warrant any plant material against; including but not limited to, negligence of care by Owner, weather related damage, natural disasters, environmental conditions, vandalism, and damage from animals, wildlife, and pests.</p> <p>Acceptance of Contract</p> <p>By my signature below I do hereby accept this proposal dated _____ as presented.</p> <p>Signature: _____ Date _____</p> <p>Please Print Name _____</p>			
Total			\$6,109.73

Phone #
303.693.6878

Email:
coxoffice@coxprolandscape.com



Address: .	Scale: .	Landscape Plan: .	Landscape Design by: J.M.
Plot: 21622000	1/8" = 1'	Country Club Park Signage	Cox Professional Landscape



Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A
 Centennial, CO 80112

Estimate

Date	Estimate #
8/13/2020	1252

Name / Address
High Plains Metro District c/o Summit Management & Consulting 4950 S Yosemite St, F2-506 Greenwood Village, CO 80111

Ship To

Project
Entry 2020

Description	Qty	U/M	Total
Smoky Hill entrance. Remove Greenwich urns and install Paris urns. Consilium will be buying back the Greenwich urns as this was a specification error on their part.			
Installation of 4 Paris planter urns	1	EA	2,300.00
Total			\$2,300.00

Phone #
303.693.6878

Email:
coxoffice@coxprolandscape.com

Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A
 Centennial, CO 80112

Estimate

Date	Estimate #
8/13/2020	1253

Name / Address
High Plains Metro District c/o Summit Management & Consulting 4950 S Yosemite St, F2-506 Greenwood Village, CO 80111

Ship To

Project
Entry 2020

Description	Qty	U/M	Total
Fill in gaps and cracks where the existing stamped concrete abuts the columns and curbs. Fill will be matching polymeric sand. This is an out of scope item which was mentioned as an extra (item #19) on the punch item.			
Hardscapes			592.00
Total			\$592.00

Phone #
303.693.6878

Email:
coxo flice@coxprolandscape.com

HIGH PLAINS PARK
IRRIGATION SYSTEM MODIFICATION
CONSTRUCTION INSPECTION REPORT

August 7, 2020

Present: Alonzo Zamora – AJI
Mike Holweger – ADS

A follow up irrigation installation inspection was conducted on site at High Plains Park to review the outstanding items from the report of July 2, 2020. Following is a summary of the items observed and or discussed:

GENERAL ITEMS:

- 1) All valve boxes need to be branded and bolted down. Status done.
- 2) Sleeve locations under walks need to be marked with a 2" sawed cross both ends. Status done.
- 3) Asbuilt drawings and controller charts need to be turned over to the owner. Status done.

OPEN VALVE BOX MAINLINE INSPECTION:

- 1) The manifolds were not installed in conformance with the drawings and specifications and need to be rebuilt. Status done:
 - a) Valve boxes need to be 1324-15 jumbo boxes. Status done.
 - b) Manifold fittings and nipples need to be all schedule 80 P.V.C. Status done.
 - c) A union needs to be installed on the discharge side of the control valve. Status done.
 - d) The ball valve needs to be a true union with special / steel reinforced F.I.P. ends. Status done.
 - e) Drip zones need to have the quick check basket filter installed as detailed. Status done.
- 2) Zone No.3 – raise valve box. Status done.
- 3) Isolation Valve – lower access stack in box. Status done.

4) Wire splices looked good throughout.

OPERATION RUN TEST:

- 1) Zone No.1 – OK.
- 2) Zone No.2 – OK.
- 3) Zone No.3 – OK.
- 4) Zone No.4 – OK.
- 5) Zone No.5 – broken head. Status done.
- 6) Zone No.6 – OK.
- 7) Zone No.7 – OK.
- 8) Zone No.8 – OK.
- 9) Zone No.9 – OK.
- 10) Zone No.10 – OK.
- 11) Zone No.11 – OK.
- 12) Zone No.12 – OK.
- 13) Zone No.13 – OK.
- 14) Zone No.14 – OK.
- 15) Zone No.15 – OK.
- 16) Zone No.16 – OK.
- 17) Zone No.17 – OK.
- 18) Zone No.18 – OK.
- 19) Zone No.19 – OK.
- 20) Zone No.20 – OK.
- 21) Zone No.21 – OK.
- 22) Zone No.22 – OK.
- 23) Zone No.23 – clean out flush valve. Status done.

- 24) Zone No.24 – OK.
- 25) Zone No.25 – OK.
- 26) Zone No.26 – OK.
- 27) Zone No.27 – OK.
- 28) Zone No.28 – OK.
- 29) Zone No.29 – OK.
- 30) Zone No.30 – OK.
- 31) Zone No.31 – OK.

CC: Kara Scheetz – for review and distribution

If the statements above materially differ from the recollection of any of the parties present please contact the author immediately. Unless notified to the contrary, the statements contained herein will be considered as an accurate representation of the discussion.

End of Report

HIGH PLAINS METROPOLITAN DISTRICT

2020 CAPITAL PROJECTS

- **Monument Sign**
 - Final Punch List Completed on July 20th
 - Final Payment Ratified on July 29th
- **Country Club Park Improvements (S. Country Club Pkwy & E. Clifton Drive)**
 - Final Punch List Completed on July 20th
 - Final Payment Ratified on July 29th
- **Sign at Country Club Park (S. Country Club Pkwy & E. Clifton Drive)**
 - Board/Landscape Committee has approved a proposal from Creative Visions to install a large park name sign and small sign displaying park location and rules.
 - Board/Landscape Committee has approved a proposal from Cox Landscaping for landscaping improvements around the large park name sign.
- **Canyon Park (S. Blackstone Pkwy & E. Canyon Place)**
 - Creative Visions will provide a proposal to install a small sign displaying park location and rules.
- **Hilltop Park (S. Valleyhead Way & Alder Dr.)**
 - Acceptance of ownership, operations, and maintenance of Hilltop Park is being negotiated as part of Termination, Acknowledgment and Release Agreement
 - Creative Visions will provide a proposal to install a small sign displaying park location and rules.
- **Entryway Improvements (E. Smoky Hill Pkwy & S. Country Club Pkwy)**
 - Substantial Completion and walk through held on July 13th
 - Punch List from Consilium Design sent on July 14th
 - Irrigation Punch List sent on July 23rd
 - Punch List from Consilium Design and Irrigation Punch List were completed
 - Final walk through on July 30th

- Notice of Final Payment has been published.
- Landscape Committee and Consilium Design are working on selecting new urns to be placed on the median because the original urns were too small.
- **Tree Planting (104 trees)**
 - Landscape Committee, Cox Landscaping, and Tree Analysis Group are meeting to discuss a plan for this project.
- **Entryway Sign Enhancements**
 - Creative Visions has installed “Blackstone” signs on columns at almost all entryways
 - Creative Visions will install “Blackstone” signs on the columns at the intersection of Monaghan Road and East Mineral Place after the columns are installed

High Plains Metro District Blackstone

Landscape Monthly Status Report

Project Name	Reporting Cadence
High Plains Metro District (Blackstone)	Monthly (for Board Meetings)
Date	Prepared by:
July 2020	Kevin Cox

III. Lawn Care - Provide updates regarding Mowing/Edging, Fertilization, Weed, Disease and Pest Control – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-All turf maintenance services started including mowing, trimming, edging, and aeration.

-Post emergent weed control treatments on going as needed throughout the season.

IV. Shrubs/Plants - Provide update regarding Edging, Pruning, Weed, Disease and Pest Control – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

V. Tree Care - Provide update regarding Pruning, Staking, Insect Control, Tree Wells – all items listed in contract. Update on any changes, overall maintenance, status and any concerns to be shared with the Board.

-2020 tree care services including pest preventative applications to trees completed.

-2020 tree replacement and transplant work to be scheduled for late summer or fall of 2020.

Misc items as listed in Contract – Provide update on any changes, overall maintenance, status and any concerns to be shared with the Board.

VI. Wood and Rock Mulched Areas-

-Mulch replenishments ongoing.

VII. Native Areas-

-Trash removal on a weekly basis or as ground conditions allow.

-Beauty band mowing along residential homes and sidewalks completed.

-Chemical applications to broadleaf weeds ongoing as needed monthly.

VII. Irrigation Systems-

-Filtration project completed. Filter installation complete with the concrete pad and enclosure completed.

-Inspection of mainlines for leaks completed.

-Inspection of zones for damages and needed repairs ongoing weekly.

IX. Landscape Debris Cleanup-

-Ongoing throughout the year. Excessive trash removed from areas near construction and during high wind events and construction waste.

X. Aeration-

-Aeration of turf areas is complete.

XI. Winter Services- In process.

XII. Bio Hazards-

XIII. Damages-

Misc Items –

Special Projects (provide an update to any special funding approved by the Board and their status)

Project	Date	Status
Irrigation System- Flushing of lateral lines in turf zones.	October	Complete.
Irrigation System- Drip indicator and flush valve installation project.	October	Complete.
Irrigation System- Filter project.	Spring	Complete.
Irrigation System- Station valves for annual beds project.	Spring	Complete.

General Comments

<Status Here>



Irene Borisov <irene@sammgt.com>

High Plains/Blackstone & Cherry Hollow

Playground Safety Solutions, LLC <safetoplay@gmail.com>

Tue, Aug 11, 2020 at 6:57 PM

To: Irene Borisov <irene@sammgt.com>

Hi Irene,

Thank you for contacting me. I can work on those estimates for you. Can you please provide me the address, a community map showing the location of the playgrounds or some cross streets that are close to the playgrounds.

Also, just an FYI. You mentioned monthly and quarterly inspections.

What we have is an inspection and maintenance program. We perform an inspection annually and for the maintenance we can do this either monthly, bi monthly or quarterly. The maintenance program includes the following:

- Pick up trash, glass and/or debris from the playground and dispose of it.
- Check the play equipment for graffiti and remove if needed.
- Rake and level loosefill safety surfacing to fill low areas at ends of slides under swings and other play equipment or blow debris from rubber safety surfacing.
- Visual walk around to look for broken equipment, loose hardware etc. tighten if needed.
- Check play equipment for required age appropriate stickers and warning information stickers, install or replace as needed.
- Report any items in need of repair/replacement.

The general fee structure for the above services is as follows:

- Annual Playground Inspection - \$250.00 per playground
- Monthly Maintenance - \$125.00 per playground times 12 site visits = \$1500.00
- Bi-monthly Maintenance - \$125.00 per playground times 6 site visits = \$750.00
- Quarterly Maintenance - \$125.00 per playground times 4 site visits = \$500.00

Please send me the playground locations when you have a moment.

Thank you

Tony Jaramillo
Playground Safety Solutions LLC
720-917-5739
Safetoplay@gmail.com

[Quoted text hidden]



Irene Borisov <irene@sammgt.com>

Safety/Security Committee - Mail Kiosks Solar Lights

1 message

Irene Borisov <irene@sammgt.com>

Fri, Jul 24, 2020 at 3:45 PM

To: Jill Shadwell <jillshadwell1@gmail.com>, Maria Elena Sepulveda <me.sepulvedaf@yahoo.com>

Cc: Irene Borisov <irene@sammgt.com>

Hi there,

As I mentioned in the Board meetings several months back - I have been speaking with a security officer that has been trying various solar lights out in other big communities and they have forwarded me this link to the ones that seem to work the best.

I wanted to send this along to you guys as a start to look at. I know that you will be getting your committee group together and this was one of the items on the open action item list.

<https://homeandlighting.co/products/60w-solar-street-high-brightness-light-6000lm-bundles>

We could always order a few and try them out as well to see what everyone thinks...

Thank you,

Irene Borisov, CMCA , AMS

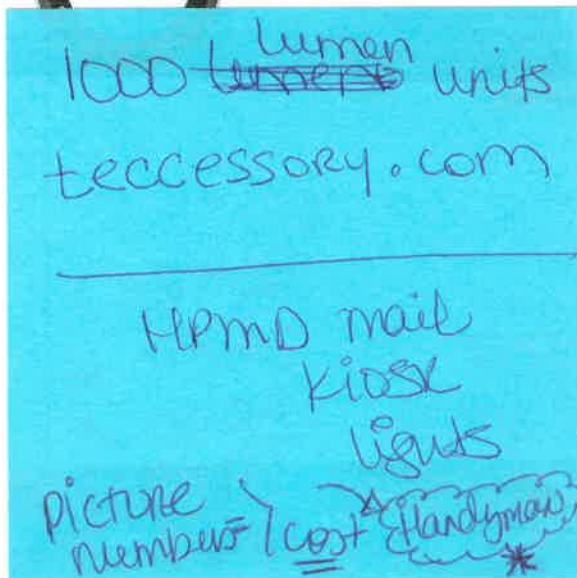
District/Association Manager &
COO of Community Development & Management

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Bundles | 60W Solar Street High Brightness Light 6000 Lumens

★★★★★ (226)





Bundles | 60W Solar Street High Brightness Light 6000 Lumens

★★★★★ (226)

~~\$193.90 USD~~ **\$96.95 USD**

2 93.95 Each
 3 90.95 each
 4 87.95
 5 84.95
 6 81.95
 9 72.95

Deals

1 Light

Quantity

-

1

+

ADD TO CART

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60 DAYS MONEY BACK GUARANTEE



SECURED SSL SITE

This 60W Solar Street Light 6000 Lumens features super-bright LEDs that will light up the dark in a matter of seconds. Designed and built for a wide range of lighting applications such as commercial and industrial buildings, parking lots, street, pathway lights, playground, farms, parks and large area Residential and Recreational lighting. This high quality built and very durable light is completely self-contained.

Its innovative smart lighting profiles offer true Dusk to Dawn all night lighting capability. It offers flexibility for critical weather and variations of geographic locations and it is able to automatically manage the critical status of the battery. An All In One Design!

Features

- **DIY Installation**
- **Brighter than ever:** This solar light is capable of illuminating up to 6000 Lumens that will light the spot of your selection perfectly.
- **Weatherproof materials:** Weather-resistant, rustproof, heavy-duty resin frame provides extra reliability and durability, especially in humid climates and coastal communities. You don't have to worry about rain damage and sun exposure. These LED Solar Lights can also get charged with ice/snow in the Solar Panel.
- **Color temperature:** White light 6000-6500k
- **120 LEDs**
- **1 Lighting Mode:** Full brightness all night long

Benefits

- **No need wires** or electrical power
- **Dusk to Dawn**
- **ON/OFF switch**
- These Solar Street Lights built by Home and Lighting will stay **ON at full brightness** all night long. **Our solar powered outdoor lights DO last ON All Night Long**
- These Solar Lights last up to 14 hours during the night with only 2 hours of direct sunlight on the solar panel
- **Warranty:** 1-year warranty
- **Durability:** Over 5 years
- **60 Days Money Back Guaranteed**

homeandlighting.co | 60W Solar Street Light 6000 Lumens



Frequently Asked Questions

- **How long does delivery take?**

- *If you live in the US you can expect your package to arrive in 3-6 days.*

Orders outside of the United States take 6-10 days to be delivered. We ship all our orders from our warehouse in Los Angeles (CA), United States to over 180+ countries.

- **What's the company's warranty policy?**

- *We offer **60 days money-back guarantee**. After that period we provide **1-year warranty** for replacements in case it is needed.*

- **What type of Photocell do the lights use?**

- *Our LED solar lights work with photocell dusk to dawn which means that they will automatically turn ON and OFF with the sense of natural light, plus they can be manually turned ON and OFF by using the switch/button that is integrated with the lights.*

- **How long the lights stay ON during the night?**

- *Our outdoor solar lights can stay ON all night long.*

- **Do they need any wires for installation?**

- *Our solar lights are 100% wires free. All you have to do is putting it in the desired place, push the turn ON/OFF button in the lamp, and that's it. That simple!*

- **What is the minimum and maximum temperature that the lights can withstand?**

- *Our solar panel lights are built with the highest quality materials, that's the reason they withstand the coldest temperatures up to -45 °C and they can even get charged with*

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x3 Pack 60W Solar Street Light 6000 Lumens Bundle + Free Mounting Brackets

x3 Pack 60W Solar Street Light 6000 Lumens Bundle + Free Mounting Brackets

★★★★★ (226)





x3 Pack 60W Solar Street Light 6000 Lumens Bundle + Free Mounting Brackets

★★★★★ (226)

~~\$671.67 USD~~ **\$274.95 USD**

Deals

3 Lights (70% OFF)

Quantity

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1

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GUARANTEED SAFE & SECURE CHECKOUT



**FREE SHIPPING
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**60 DAYS
MONEY BACK
GUARANTEE**



**SECURED
SSL SITE**

This 60W Solar Street Light 6000 Lumens features super-bright LEDs that will light up the dark in a matter of seconds. Designed and built for a wide range of lighting

#300000

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CBU Regency IV

Replacement Pedestal for Type I & II Cluster Boxes

Sale!

Sentinel Solar Site Lite

~~\$1,425.00~~ **\$1,375.00**



The Sentinel Solar Lite is a free standing, pole mounted solar light system. Wide variety of pedestrian applications and uses.

Read More

Color

Choose an option



Light Riser

Choose an option



Post

Choose an option



Arrangement



- 1 +

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SKU: #SolarSiteLite

Category: Cluster Box Units CBU's

Tags: cbu light, cluster box lights, group mailbox lights, Mailbox lights, outdoor solar light, sential lights, Sential Solar Lites, solar lights, solar lite, solar powered lights

Description

Additional information

Description

The **Sentinel Solar Site Lite** is a free standing, pole mounted solar light system. Wide variety of pedestrian applications and uses. It can be used as a site accessory for any pedestrian setting. It is a completely self-contained solar lighting system – no electricity necessary and has a **10 year life span**. All electrical components are enclosed in a vandal-resistant housing unit. The surface foot mount is designed to wrap around the cluster box base or in-ground mounting is also a option. Available with a 2' light riser or a 5' riser – the extra length helps shine the LED light in front of the box, or anywhere light is needed.

Standard Features Include:

- The light head design and positioning fully complies with the objectives of the **International Dark-sky Association (IDA)**
- Adjustable motion sensor activation to prolong life of battery and control light exposure to surrounding areas
- Brick LED typically lasts 100,000 hours, or 10 years of constant use.
- Available in 3 weather-resistant powder-coated color options: Sandstone, Black and Postal Grey
- In Ground Dimensions: 173" H x 81" W x 17.5" D
- Surface Mount Dimensions: 151.5" H x 81" W x 17.5" D
- In Ground Weight: 143 lbs
- Surface Mounted Weight: 150 lbs



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Corona update:

Free Shipping on orders over \$250.

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> Solar LED Pole Top Lights - Extremely Bright - Commercial Grade - 25 Watt - 4000 Lumen Output - S30024

Solar LED Pole Top Lights - Extremely Bright - Commercial Grade - 25 Watt - 4000 Lumen Output - S30024



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DOG WASTE STATIONS

MINI DOG STATIONS

BAG DISPENSERS

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Dog Waste Stations and Mini Stations



SOLAR LIGHT - 400-SOL

List: ~~\$46.99~~
Price: \$29.99

add view



DOG WASTE STATION with
ROLL BAG SYSTEM -
DEPOT-006-B

List: ~~\$279.00~~
Price: \$229.99

Color(Required) ▾



Black Green

add view

4 reviews



DOG WASTE STATION
w/ONEpul® BAG SYSTEM -
DEPOT-022-B

List: ~~\$299.00~~
Price: \$229.99

Color(Required) ▾



Black Green

add view

3 reviews

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FREE



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\$50 Installation

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DOG WASTE STATION with ROLL BAG SYSTEM - DEPOT-006-B

(5 of 5 bones)

Our CHEAP PRICE: \$229.99

DOG WASTE STATION with ROUND CAN



ROLL BAG SYSTEM

COMES WITH EVERYTHING!

- Post
- Sign
- Waste Bag Dispenser
- Round Waste Can w/lid
- 400 ROLL BAGS
- 25 Can Liners
- Installation Instructions
- Hardware

OUR UNBEATABLE PRICE:

1-4 Stations \$ 229.99

5-9 Stations \$ 219.99

10+ Stations \$ 167.99

100% Aluminum/Metal – not poly plastic!

This is the Roll Bag System. Uses universal ROLL BAGS.

Re-order our roll bags item #:DEPOT-001-30.

Choose GREEN or BLACK. Screen-Printed and Powder Coated to last!

This a commercial station designed for property managers and municipalities. This station has the ROUND Mesh Waste Can. If you prefer the SQUARE, Solid Can, choose Item #: DEPOT-006

Easy to install and maintain! Professional's Choice! – nobody beats our prices!

(Our price is \$130 LOWER than the overpriced \$359 Dogipot® station)

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- DOG WASTE STATIONS
- MINI DOG STATIONS
- BAG DISPENSERS
- WASTE CAN LINERS
- SIGNS, CANS, POSTS
- SPECIALS & COVID-19
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Black Green



DOG WASTE STATION w/ONEpul® BAG SYSTEM - DEPOT-022-B

(5 of 5 bones)

Our CHEAP PRICE: **\$229.99**

DOG WASTE STATION with ROUND CAN



ONEpul Bag SYSTEM

COMES WITH EVERYTHING!

- Post
- Sign
- Waste Bag Dispenser
- Round Waste Can w/lid
- 400 ONEpul® Header Bags
- 25 Can Liners
- Installation Instructions
- Hardware

OUR UNBEATABLE PRICE:

1-4 Stations \$ 229.99

5-9 Stations \$ 219.99

10+ Stations \$ 167.99

100% Aluminum/Metal – not poly plastic!

This is the trademarked ONEpul® Bag System. Uses universal Header Bags Re-order our ONEpul Header Bag item #:DEPOT-021

Choose GREEN or BLACK. Screen-Printed and Powder Coated to last!

This a commercial station designed for property managers and municipalities. This station has the ROUND Mesh Waste Can. If you prefer the SQUARE, Solid Can, choose Item #: DEPOT-022

Easy to install and maintain! Professional's Choice! – nobody beats our prices!

(Our price is \$130 LOWER than the overpriced \$359 Dogipot®)

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- Locations

LEGEND

HIGH PLAINS METROPOLITAN DISTRICT

***NOTE: THIS EXHIBIT IS FOR GENERAL ILLUSTRATIVE PURPOSES ONLY. DEPICTED OWNERSHIP IS BASED ON INFORMATION PROVIDED BY LENNAR AND ARAPAHOE COUNTY'S ONLINE PARCEL DATABASE AS OF 07/01/10.**



NTS

 BEYOND ENGINEERING 8000 S. Chester Street, Suite 200 303.220.6400 TEL. 303.220.9001 FAX Centennial, CO 80012 WWW.NOLTE.COM	BLACKSTONE COUNTRY CLUB HIGH PLAINS METROPOLITAN DISTRICT DISTRICT OWNED PROPERTY EXHIBIT		SHEET NUMBER 1
	PREPARED FOR: LENNAR COLORADO, LLC DATE SUBMITTED: JULY 2010		OF 1 SHEETS JOB NUMBER DVB0125



Irene Borisov <irene@sammgt.com>

email options

Heather Sosa <heatherlsosa@gmail.com>

Fri, Aug 7, 2020 at 11:51 AM

To: Irene Borisov <irene@sammgt.com>

Hi Irene,

Here's what I have for so far:

With Bluehost (your current website hosting company), you could add on their email plan. This one would be a good place to start:

Email Essentials Plan

First yr. \$2.99 per license/mo.* - I think this means per email account

Renews at \$4.99 per license/mo. - There is a cheaper option if you renew it 12 months at a time, instead of monthly

Includes

Emails and Calendars

15 GB Email Storage

Outlook Web Access - but does not include the other Microsoft Office products (which they may not want anyway)

There are upgrade options if this isn't enough storage in the future

—

The Google option is to set up a Gmail account for each board member. The current Bluehost email addresses we have would then forward their email to this Gmail account. So they could use Gmail as the email client (instead of the antiquated looking one they have now), but to the user, it looks like their email is going to boardmember@highplainsmetro.org not boardmember@gmail.com. This is free.

I hope this helps. Let me know if you have any questions.

Thanks,

—

Heather Sosa
heatherlsosa@gmail.com
720-635-6286

**MANAGEMENT REPORT
HIGH PLAINS METROPOLITAN DISTRICT
BOARD OF DIRECTORS MEETING**

The next Metro Board of Directors meeting will be on **Thursday, August 20, 2020 at 6:00 p.m.** via
Teleconference.

I. ITEMS COMPLETED

- A. Community/covenant drives have been completed for 1st half of August by management for property inspections; outstanding property issues will be sent to COX landscaping.
- B. All submitted DRC's were reviewed and sent out to Rachel Lee with Lee Design Group for processing for 1st half of August.
- C. Monthly status letter requests for closings have been completed and title paperwork has been updated per outstanding requests.
- D. Monthly streetlight requests were sent in to xcel to have them fixed and the smaller median lights were repaired by Full Spectrum Lighting as reported by Management.
- E. All emails, phone calls and correspondence from owners has been acknowledged and returned.
- F. Removal of "**On Behalf of the Board of Directors**" from the DRC letters. [The Board authorizes the removal of this from the letters – completed.](#)
- G. **Punch lists for:** Renovated Park & Smokey Hill Entrance Project. [Discussion at the meeting – information was provided to the Board.](#)
- H. **Creative Visions:** Vendor has provided the Board with the requested signage proposal for the refurbished park on County Club & Clifton. Proposal is included for the Board to review and Discuss. [In Progress – on agenda to discuss.](#)
- A. **Cox Proposal:**
 - Landscape Redo around the new park sign was approved with the removal of the boulders by the Board – follow up with Committee, Creative Visions and Cox.
- I. **Covenant Enforcement:** None
- I. **Management Directives:** All Completed

II. ITEMS PENDING

- A. **Median Walkways – Ownership and Maintenance:** Management has reached out to several vendors to see about getting some proposals for these – [In progress.](#)
- B. **Rules & Regulations Document:** Management will be revising this document shortly. Xeriscape Language will be added per recommendations from Rachel Lee who is the DRC architect has provided some guidelines to "xeriscape" for owners within the community. If the Board is okay with this, I will have it added to the rewrite that I am working on regarding "rules & regulations". In Progress – 2nd draft was provided to the Board for feedback. [Management has meet with the DRC for final review of the guidelines.](#)
- C. **Owner(s) Request:** We have received several requests from owners to ask the Board to consider adding some lighting to the mail kiosks throughout the community. It gets dark in the fall and wintertime when people come home and want to get their mail. Management is waiting to get costs back from vendors to present to the Board. [Management will provide these to the Board at the 8/20/20 meeting.](#)

III. ITEMS TABLED

- B. **Community Soliciting:** An owner has requested that the Board consider creating a District policy that deals with community soliciting, and then add signage at the entrances that this is a "soliciting free" community. [Board will discuss this further.](#)
- C. **Cox Proposals:** [Tabled to project list.](#)
 - **Estimate 121:** Cobble Border in Streetscapes: 5 areas totaling **\$194K**
 - **Estimate 201:** Streetscape Xeriscape: Ranges between **\$127K – \$168K** depending on option chosen along all Powhatan (**Possibly use ARI Funds**).
- D. **ET Controllers & Management:** Management has received 2 bids for these systems, one from COX

landscaping for \$85K and another from ET Management Specialists for \$80K. Bids are included in your packet for review, discussion at the meeting. **Tabled to project list.**

- E. **Reserve Study:** Management has requested 3 bids; We have received one, waiting to get a few more. No formal reserve study has been done for this District per PCMS. **Tabled to project list.**
- F. **Street/Tree Lawn Areas:** The Board asked management to contact the city to see if there were any other options that the Board has with these areas along Powhatan as the trees and grass are constantly having to be replaced due to snow and ice melt coming off the streets during plowing season. **Tabled to project list.**
- G. **Xeriscape options for Powhatan Street Lawn area:** In progress (\$100K clarification). **Tabled to project list.**
- H. **Pulling edger in common areas throughout community:** The Board decided to wait to see what everything looks like when the dead plant material is pulled before deciding if they want to go this route. **Tabled to project list.**
- I. **Security Proposal:** **Will be discussed when the safety committee is formed.**

IV. ITEMS REQUIRING BOARD DISCUSSION OR DECISION

- A. Action Item List – Discussion
- B. Solar Lights at Mailboxes
- C. Doggie Stations at New Park
- D. Board Email Options
- E. Playground Maintenance Estimates
- F. Board Open Positions – Interested Parties
- G. Committee Updates – Scheduling of Meetings
- H. DRC Variance Request/Violation:
 - **None.**
- I. Cox Proposal:
 - **None.**

V. CURRENT CONTRACTS

The following is a list of the current contracts:

High Plains Metro District Contracts

SERVICE	COMPANY	RATE	EXPIRATION	OUT CLAUSE
Snow Removal	Cox Landscape	Included	04/30/20	30 Day
Landscape	Cox Landscape	\$118,597yr	12/31/20	30 Day
Holiday Lighting	Cox Landscape	Included	12/31/20	30 Day
Trash/Recycling	Waste Management	\$11.63 per home	01/01/23	180 Day
HPMD Domain Name	Go daddy	\$63.85 (5yr)	08/10/20	30 Day
Playground Inspections/Repairs	Playground Solutions	T&M	12/31/20	30 Day
Pooper Scooper Services	Pet Scoop Services	\$240 per month	12/31/20	30 Day
Lighting Services	Full Spectrum Lighting	T&M & Monthly	12/31/20	30 Day
Handyman Services	@ Yur Service	T&M & Proposal	12/31/20	30 Day
Handyman Services	Harpster Maintenance	T&M & Proposal	12/31/20	30 Day
DRC Review Services	Rachel Lee	T&M	12/31/20	30 Day
District Management	SMAC	\$4.50 home/mo.	12/31/20	30 Day
District Council	WBA	T&M	12/31/20	30 Day
District CPA	CLA	\$17Kyr + T&M	12/31/20	30 Day

Please let me know if you have any questions or additional agenda items. I look forward to seeing you at the meeting.

Sincerely,
 Irene Borisov, CMCA®, AMS®, CAM®
 (District Manager)

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

ESTABLISHING A SOCIAL COMMITTEE

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

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

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

WHEREAS, the Board desires to establish a social committee for the purposes of fostering a sense of community within the District and to encourage homeowner participation in the community.

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

1. Creation and Establishment of the Social Committee. The Board hereby creates and establishes the High Plains Metropolitan District Social Committee (the “**Social Committee**”).

2. Role of the Social Committee. The Social Committee is established to organize, schedule and manage social events within the District, and provide recommendations and suggestions to the Board with respect to social events, in an effort to foster a sense of community and encourage homeowner participation in the community, all as may be requested by the Board from time to time.

a. Specifically, the Social Committee is authorized to:

i. Collect resident, property owner and taxpayer input from a broad cross-section of the District in order to establish a calendar of social events of interest to a broad range of residents;

ii. Plan an annual budget for social events and manage costs of events within the annual budget;

iii. Produce and distribute welcome bags to new residents;

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- ~~ii~~iv. Organize up to two community service projects per year;
- ~~iii~~v. Collaborate with the District’s manager for the purposes of communication with residents, and use of neighborhood resources;
- ~~iv~~vi. Advertise events to District residents through a variety of vehicles including online (email), social media, physical signs, and mailers;
- ~~v~~vii. Serve as a source for ideas, new concepts, suggestions and innovations;
- ~~vi~~viii. Provide advice and recommendations to the District’s manager and the Board on social events; and
- ~~vii~~ix. Perform such other functions as directed by the District’s manager or the Board.

b. The Social Committee shall present a standardized report to the Board at least quarterly at the regular District Board meetings, and more often as desired by the Social Committee or as directed by the Board in conjunction with a regular or special meeting of the Board. Such standardized report shall be provided to the District’s manager in writing no later than one week before any such meeting.

c. The Social Committee does not have the authority to give directions and/or instructions to the District’s manager, or its employees, to contractors, management, consultants or employees of the District, unless otherwise approved by the Board or the District’s manager. In addition, the Social Committee has only such authority as given by the Board and has no authority to bind the District.

d. The Social Committee shall submit a proposed schedule of social events and budget for social events for the next fiscal year to the Board by October 15 and shall work with the District’s manager and accountant in the preparation and presentation of the proposed budget. The Board hereby authorizes the president and one other officer of the District to review, approve, execute, and enter into contracts that involve social events so long as the contract amount does not exceed the amounts appropriated under the Social Committee budget line item.

3. Committee Members. The Social Committee members will be appointed by the Board from time to time as reflected in the minutes of the Board meeting at which such appointment is made. The Social Committee shall not exceed a total of ~~five-three (35)~~ members, acting in a volunteer capacity. Each Social Committee member shall serve for a term of one (1) year from the date of their appointment, and may, upon expiration of their term, be reappointed in the discretion of the Board. Each Social Committee member, at the time of appointment and continuing uninterrupted thereafter while serving on the Social Committee, shall be an “Eligible Elector” of the District, as such term is defined in the Special District Act. The Social Committee members shall serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board. The Social Committee members shall serve as volunteers and are not entitled to any compensation for their service on the Social Committee, but are entitled to reimbursement for any pre-approved out-of-pocket costs incurred by them for Social Committee purposes, subject to

budget limitations. The Social Committee members shall, from among the membership of the Social Committee, select one of them to act as the chairperson of the Social Committee.

4. Conflicts of Interest. If any members of the Social Committee conclude that they have a conflict of interest or an appearance of fairness problem with respect to a matter pending before the Social Committee so that they cannot discharge their duties on the Social Committee, they shall disqualify themselves from participating in the deliberations and the decision-making process with respect to the matter.

5. Point of Contact. The Social Committee's primary point of contact is the ~~District's manager.~~Social Committee Chairperson.

6. Amendment. The District expressly reserves the right to amend, revise, redact, and/or repeal the Social Committee's authority granted in this Resolution in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to remove Social Committee members, increase the number of Social Committee members, add to or reduce the authority of the Social Committee, eliminate the Social Committee or change the budget allocated to the Social Committee, all in the Board's sole and absolute discretion.

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

[Signature page follows.]

RESOLVED, ADOPTED AND APPROVED this _____ 20th day of _____,
August, 2020.

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HIGH PLAINS
METROPOLITAN DISTRICT

Officer of the District

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature page to Resolution of the Board of Directors of High Plains
Metropolitan District Establishing a Social Committee

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

ESTABLISHING AN ADVISORY COMMITTEE

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

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

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

WHEREAS, the Board desires to establish an advisory committee for the purposes of increasing community involvement and promoting public engagement within the District; and

WHEREAS, the Board desires the advisory committee to provide recommendations and suggestions to the Board with respect to certain District matters, in an effort to promote the health, safety, prosperity, security and general welfare of the inhabitants of the District.

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

1. Creation and Establishment of the Advisory Committee. The Board hereby creates and establishes the **High Plains Metropolitan** District Advisory Committee (the “**Advisory Committee**”).

2. Role of Advisory Committee. The Advisory Committee is established to provide recommendations and suggestions to the Board with respect to certain District matters, as may be requested by the Board from time to time. Such matters may include, but are not limited to, management, property maintenance, rules and regulations, policies and procedures, financial matters, communications and other matters related to the District.

a. Specifically, the Advisory Committee is authorized to:

- i. Collect resident, property owner and taxpayer input from a broad cross-section of the District;
- ii. Facilitate community dialogue, public education and outreach;

- iii. Serve as a source for ideas, new concepts, suggestions and innovations;
- iv. Provide advice and recommendations to the District's manager and the Board; and
- v. Perform such other functions as directed by the District's manager or the Board.

b. The Advisory Committee shall present a standardized report to the Board at least quarterly at the regular District Board meetings, and more often as desired by the Advisory Committee or as directed by the Board in conjunction with a regular or special meeting of the Board. Such standardized report shall be provided to the District's manager in writing no later than one week before any such meeting.

c. The Advisory Committee does not have the authority to give directions and/or instructions to the District's manager, or its employees, to contractors, management, consultants or employees of the District, unless otherwise approved by the Board or the District's manager. In addition, the Advisory Committee has only such authority as given by the Board and has no authority to bind the District.

3. Committee Members. The Advisory Committee members will be appointed by the Board from time to time as reflected in the minutes of the Board meeting at which such appointment is made. The Advisory Committee shall not exceed a total of five (5) members, acting in a volunteer capacity. Each Advisory Committee member shall serve for a term of one (1) year from the date of their appointment, and may, upon expiration of their term, be reappointed in the discretion of the Board. Each Advisory Committee member, at the time of appointment and continuing uninterrupted thereafter while serving on the Advisory Committee, shall be an "Eligible Elector" of the District, as such term is defined in the Special District Act. The Advisory Committee members shall serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board. The Advisory Committee members shall serve as volunteers and are not entitled to any compensation for their service on the Advisory Committee, but are entitled to reimbursement for any pre-approved out-of-pocket costs incurred by them for Advisory Committee purposes, subject to budget limitations. The Advisory Committee members shall, from among the membership of the Advisory Committee, select one of them to act as the chairperson of the Advisory Committee.

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

5. Point of Contact. The Advisory Committee's primary point of contact is the District's manager.

6. Amendment. The District expressly reserves the right to amend, revise, redact, and/or repeal the Advisory Committee’s authority granted in this Resolution in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to remove Advisory Committee members, increase the number of Advisory Committee Members, add to or reduce the authority of the Advisory Committee, eliminate the Advisory Committee or change the budget allocated to the Advisory Committee, all in the Board’s sole and absolute discretion.

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

[Signature page follows.]

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RESOLUTION
OF THE BOARD OF DIRECTORS OF
HIGH PLAINS METROPOLITAN DISTRICT
ESTABLISHING ~~AN ADVISORY A~~ WEBSITE COMMITTEE

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

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

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

WHEREAS, the Board desires to establish ~~an advisory committee~~ a website committee for the purposes of ~~increasing community involvement~~ ensuring efficient and ~~promoting public engagement with~~ ineffective communication through the District and website. This will include review of the current design, making changes (through website vendor), and ensuring updated information for the community of Blackstone; and

WHEREAS, the Board desires the ~~advisory committee~~ website committee to provide recommendations and suggestions to the Board with respect to ~~certain~~ District communication matters, ~~in an effort~~ to promote the health, safety, prosperity, security strong communications and ~~general welfare of the inhabitants of~~ relationships with the District. Blackstone community.

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

1. Creation and Establishment of the ~~Advisory-Website~~ Committee. The Board hereby creates and establishes the High Plains Metropolitan District ~~Advisory-Website~~ Committee (the “~~Advisory-Website~~ Committee”).

2. Role of ~~Advisory-Website~~ Committee. The ~~Advisory-Website~~ Committee is established to provide recommendations and suggestions to the Board with respect to ~~certain~~ the current District ~~matters~~ website, as may be requested by the Board from time to time. Such matters may include, but are not limited to, ~~management, property maintenance, rules and regulations, policies and procedures, financial matters, communications and other matters related to the District.~~ assisting the Board in prioritizing communication initiatives, ensuring the website accurately reflects District activities or business to be shared with the Blackstone community.

a. ~~Specifically, the Advisory~~The Website Committee is authorized to assist the Board with the following:

- i. Review and evaluate the current District website, owned, managed and maintained by the District;
- ii. Provide recommendations and alternatives to the Board concerning the maintenance and updates to the website to accurately reflect the communications the District intends to share with the Blackstone community;
- iii. Provide recommendations on communication enhancements;
- ~~i~~iv. Collect resident, property owner and taxpayer input from a broad cross-section of the District;
- ~~ii~~ Facilitate community dialogue, public education and outreach;
- ~~v.~~ _____
- ~~iii~~vi. Serve as a source for ideas, new concepts, suggestions and innovations;
- ~~iv~~vii. Provide advice and recommendations to the District's manager and the Board on District website update matters; and
- ~~v~~viii. Perform such other functions as directed by the District's manager or the Board.

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~~b. The Advisory Committee shall present a standardized report to the Board at least quarterly at the regular District Board meetings, and more often as desired by the Advisory Committee or as directed by the Board in conjunction with a regular or special meeting of the Board. Such standardized report shall be provided to the District's manager in writing no later than one week before any such meeting.~~

~~c.b.~~ The Advisory Website Committee does not have the authority to give directions and/or instructions to the District's manager, or its employees, or to contractors, ~~management,~~ consultants or employees of the District, unless otherwise approved by the Board. ~~or the District's manager.~~ In addition, the Advisory Website Committee has only such authority as given by the Board and has no authority to bind the District. All communication with and direction to consultants, contractors and vendors is the sole responsibility of the Board and the District's manager.

3. Committee Members. The Advisory Website Committee members will be appointed by the Board from time to time as reflected in the minutes of the Board meeting at which such appointment is made. The ~~Advisory size of the members of the Website~~ Committee shall not exceed a total of five (5) members, acting in a volunteer capacity. Each Advisory Website Committee member shall serve for a term of one (1) year from the date of their appointment, and may, upon expiration of their term, be reappointed in the discretion of the Board. Each Advisory Website Committee member, at the time of appointment and continuing uninterrupted thereafter

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while serving on the Advisory-Website Committee, shall be an “Eligible Elector” of the District, as such term is defined in the Special District Act. The Advisory-Website Committee members shall serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board. The Advisory-Website Committee members shall serve as volunteers and are not entitled to any compensation for their service on the Advisory-Website Committee, but are entitled to reimbursement for any pre-approved out-of-pocket costs incurred by them for Advisory-Website Committee purposes, subject to budget limitations. The Advisory-Website Committee members shall, from among the membership of the Advisory-Website Committee, select one of them to act as the Chairperson of the Advisory-Website Committee.

4. Conflicts of Interest. If any members of the Advisory-Website Committee conclude that they have a conflict of interest or an appearance of fairness problem with respect to a matter pending before the Advisory-Website Committee so that they cannot discharge their duties on the Advisory-Website Committee, they shall disqualify themselves from participating in the deliberations and the decision-making process with respect to the matter.

5. Point of Contact. The Advisory-Website Committee’s primary point of contact is the District’s managerChairperson. The Chairperson will communicate with the District Representative.

6. Amendment. The District expressly reserves the right to amend, revise, redact, and/or repeal the Advisory-Website Committee’s authority granted in this Resolution in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to remove Advisory-Website Committee members, increase the number of Advisory-Website Committee Members, add to or reduce the authority of the Advisory-Website Committee, eliminate the Advisory Website Committee or change the budget allocated to the Advisory-Website Committee, all in the Board’s sole and absolute discretion.

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

[Signature page follows.]

RESOLVED, ADOPTED AND APPROVED this 20th day of August, 2020.

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HIGH PLAINS
METROPOLITAN DISTRICT

Officer of the District

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature page to Resolution of the Board of Directors of High Plains
Metropolitan District Establishing an Advisory Website Committee

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AMENDED AND RESTATED
RESOLUTION
OF THE BOARD OF DIRECTORS OF
HIGH PLAINS METROPOLITAN DISTRICT

ESTABLISHING A LANDSCAPE COMMITTEE

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

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

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

WHEREAS, pursuant to a Resolution of the Board of Directors of High Plains Metropolitan District Establishing a Landscaping Committee dated August 28, 2018 (the “**Prior Resolution**”), the Board established a landscape committee; and

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WHEREAS, pursuant to this resolution, the Board desires to repeal the Prior Resolution and adopt this resolution to reestablish the landscape committee and clarify the purposes of the landscape committee; and

WHEREAS, the Board desires to establish a landscape committee for the purposes of ensuring efficient and effective landscaping services are provided throughout all property owned and/or maintained by the District.

WHEREAS, the Board desires the landscape committee to provide recommendations and suggestions to the Board with respect to District landscaping matters in an effort to promote the health, safety, prosperity, security and general welfare of the inhabitants of the District.

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

1. Repeal and Replacement of Prior Resolution. The Resolution of the Board of Directors of High Plains Metropolitan District Establishing a Landscaping Committee dated August 28, 2018 is hereby repealed and replaced in its entirety by this resolution.

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2.2. Creation and Establishment of the Landscape Committee. The Board hereby creates and establishes the High Plains Metropolitan District Landscape Committee (the “**Landscape Committee**”).

2.3. Role of Landscape Committee. The Landscape Committee is established to provide recommendations and suggestions to the Board with respect to landscape matters, as may be requested by the Board from time to time. Such matters may include, but are not limited to, assisting the Board in prioritizing landscape improvement projects within the District.

a. The Landscape Committee is authorized to assist the Board with the following:

- i. Review and evaluate landscaping owned, managed and maintained by the District;
- ii. Provide recommendations and alternatives to the Board concerning the management and long term planning for new landscaping and renovation of existing landscaping;
- iii. Provide recommendations on landscape maintenance;
- iv. Provide recommendation on water conservation measures;
- v. Collect resident, property owner and taxpayer input from a broad cross-section of the District;
- vi. Facilitate community dialogue, public education and outreach;
- vii. Serve as a source for ideas, new concepts, suggestions and innovations;
- viii. Provide advice and recommendations to the District’s manager and the Board on District landscape matters; and
- ix. Perform such other functions as directed by the District’s manager or the Board.

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b. The Landscape Committee does not have the authority to give directions and/or instructions to the District’s manager or its employees, or to contractors, consultants or employees of the District, unless otherwise approved by the Board or the District’s manager. In addition, the Landscape Committee has only such authority as given by the Board and has no authority to bind the District. All communication with and direction to consultants, contractors and vendors is the sole responsibility of the Board and the District’s manager.

3.4. Committee Members. The Landscape Committee members will be appointed by the Board from time to time as reflected in the minutes of the Board meeting at which such appointment is made. The size of members of the Landscape Committee is at the discretion of the Landscape Committee chairperson. shall not exceed a total of five (5) members, acting in a volunteer capacity. Each Landscape Committee member shall serve for a term of one (1) year

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from the date of their appointment, and may, upon expiration of their term, be reappointed in the discretion of the Board. Each Landscape Committee member, at the time of appointment and continuing uninterrupted thereafter while serving on the Landscape Committee, shall be an “Eligible Elector” of the District, as such term is defined in the Special District Act. The Landscape Committee members shall serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board. The Landscape Committee members shall serve as volunteers and are not entitled to any compensation for their service on the Landscape Committee, but are entitled to reimbursement for any pre-approved out-of-pocket costs incurred by them for Landscape Committee purposes, subject to budget limitations. The Landscape Committee members shall, from among the membership of the Landscape Committee, select one of them to act as the chairperson of the Landscape Committee. If special purpose groups are formed from Landscape Committee members for specific projects or areas of interest, a group leader may be selected from the group who will report to the chairperson of the Landscape Committee.

4.5. Conflicts of Interest. If any members of the Landscape Committee conclude that they have a conflict of interest or an appearance of fairness problem with respect to a matter pending before the Landscape Committee so that they cannot discharge their duties on the Landscape Committee, they shall disqualify themselves from participating in the deliberations and the decision-making process with respect to the matter.

5.6. Point of Contact. The Landscape Committee’s primary point of contact is the Landscape Committee Chairperson. The Chairperson will communicate with the District Representative. ~~District’s manager.~~

6.7. Amendment. The District expressly reserves the right to amend, revise, redact, and/or repeal the Landscape Committee’s authority granted in this Resolution in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to remove Landscape Committee members, increase the number of Landscape Committee Members, add to or reduce the authority of the Landscape Committee, eliminate the Landscape Committee or change the budget allocated to the Landscape Committee, all in the Board’s sole and absolute discretion.

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

[Signature page follows.]

RESOLVED, ADOPTED AND APPROVED this ~~28th~~20th day of August, ~~2018~~2020.

HIGH PLAINS METROPOLITAN DISTRICT

Officer of the District

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature page to Amended and Restated Resolution of the Board of Directors of High Plains
Metropolitan District Establishing a Landscape Committee

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
 High Plains METROPOLITAN DISTRICT
ESTABLISHING AN ~~AN~~ ADVISORY SECURITY/SAFETY COMMITTEE**

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

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

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

WHEREAS, the Board desires to establish an advisory Security/Safety committee for the purposes of increasing community involvement and promoting public engagement within the District; and

WHEREAS, the Board desires the advisory Security/Safety committee to provide recommendations and suggestions to the Board with respect to certain District matters, in an effort to promote the health, safety, prosperity, security and general welfare of the inhabitants of the District.

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

1. Creation and Establishment of the Advisory Security/Safety Committee. The Board hereby creates and establishes the High Plains Metropolitan District Advisory Security/Safety Committee (the “Advisory Security/Safety Committee”).

2. Role of Advisory Security/Safety Committee. The Advisory Security/Safety Committee is established to provide recommendations and suggestions to the Board with respect to certain District matters, as may be requested by the Board from time to time. Such matters may include, but are not limited to, management, property maintenance, rules and regulations, policies and procedures, financial matters, communications security and safety concerns and other matters related to the District.

a. Specifically, ~~the~~ Advisory Security/Safety Committee is authorized to:

i. Collect resident, property owner and taxpayer input from a broad cross-section of the District;

- ii. Facilitate community dialogue, public education and outreach related to security and safety issues;
- iii. Serve as a source for ideas, new concepts, suggestions and innovations;
- iv. Provide advice and recommendations to the District’s manager and the Board; and
- v. Perform such other functions as directed by the District’s manager or the Board.

b. The AdvisorySecurity/Safety Committee shall present a standardized report to the Board at least quarterly at the regular District Board meetings, and more often as desired by the AdvisorySecurity/Safety Committee or as directed by the Board in conjunction with a regular or special meeting of the Board. Such standardized report shall be provided to the District’s manager in writing no later than one week before any such meeting.

c. The AdvisorySecurity/Safety Committee does not have the authority to give directions and/or instructions to the District’s manager, or its employees, to contractors, management, consultants or employees of the District, unless otherwise approved by the Board or the District’s manager. In addition, the AdvisorySecurity/Safety Committee has only such authority as given by the Board and has no authority to bind the District.

3. Committee Members. The AdvisorySecurity/Safety Committee members will be appointed by the Board from time to time as reflected in the minutes of the Board meeting at which such appointment is made. ~~The Advisory Committee shall not exceed a total number of five (5) members, of the Security/Safety Committee is at discretion of the chairperson with members acting in a volunteer capacity.~~ Each AdvisorySecurity/Safety Committee member shall serve for a term of one (1) year from the date of their appointment, and may, upon expiration of their term, be reappointed in the discretion of the Board. Each AdvisorySecurity/Safety Committee member, at the time of appointment and continuing uninterrupted thereafter while serving on the AdvisorySecurity/Safety Committee, shall be an “Eligible Elector” of the District, as such term is defined in the Special District Act. The AdvisorySecurity/Safety Committee members shall serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board. The AdvisorySecurity/Safety Committee members shall serve as volunteers and are not entitled to any compensation for their service on the AdvisorySecurity/Safety Committee, but are entitled to reimbursement for any pre-approved out-of-pocket costs incurred by them for AdvisorySecurity/Safety Committee purposes, subject to budget limitations. ~~The Advisory If special purpose groups are formed from Security/Safety Committee members shall, from among for specific projects or areas of interest, a group leader may be selected from the membership of the Advisory Committee, select one of them group who will report to act as the chairperson of the AdvisorySecurity/Safety Committee.~~

4. Conflicts of Interest. If any members of the AdvisorySecurity/Safety Committee

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conclude that they have a conflict of interest or an appearance of fairness problem with respect to a matter pending before the Advisory Security/Safety Committee so that they cannot discharge their duties on the Advisory Security/Safety Committee, they shall disqualify themselves from participating in the deliberations and the decision-making process with respect to the matter.

5. Point of Contact. The Advisory Security/Safety Committee's primary point of contact is the District's manager.

6. Amendment. The District expressly reserves the right to amend, revise, redact, and/or repeal the Advisory Security/Safety Committee's authority granted in this Resolution in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to remove Advisory Security/Safety Committee members, increase the number of Advisory Security/Safety Committee Members, add to or reduce the authority of the Advisory Security/Safety Committee, eliminate the Advisory Security/Safety Committee or change the budget allocated to the Advisory Security/Safety Committee, all in the Board's sole and absolute discretion.

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

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RESOLVED, ADOPTED AND APPROVED this 20th day of August, 2020.

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HIGH PLAINS
METROPOLITAN DISTRICT

Officer of the District

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature page to Resolution of the Board of Directors of High Plains
Metropolitan District Establishing ~~an Advisory~~ Security/Safety Committee

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Irene Borisov <irene@sammgt.com>

Board Member Vacancy

2 messages

James Picola [REDACTED]

Wed, Aug 5, 2020 at 6:18 PM

To: irene@sammgt.com

Cc: [REDACTED]

Hello Ms Borisov,

My name is Jim Picola. I am interested in serving on the board if there is a vacancy. I am a retired school administrator and real estate broker in California and Colorado.

I have previously served on the Bella Rosa Homeowners Association in Camarillo California as well as the Seabridge Homeowners Association in Oxnard California. I would like to be on a board. I enjoy the work and find it interesting.

Thank you

Jim Picola

Sent from my iPhone

Irene Borisov <irene@sammgt.com>

Wed, Aug 5, 2020 at 6:22 PM

To: [REDACTED]

Cc: [REDACTED]

Hello Jim,

Thanks for your email. I will send this along to the Board.

Thank you,

Irene Borisov, CMCA , AMS

District/Association Manager &

COO of Community Development & Management

Summit Management & Consulting

9101 E. Kenyon Ave., #1200

Denver, CO. 80237

(303) 459-4919 office

(303) 484-9742 Fax

www.sammgt.com

Mailing Address:

4950 S. Yosemite St., F2-506

Greenwood Village, CO 80111



"The Pinnacle of Property Management"

[Quoted text hidden]

**High Plains Metropolitan District Board Of Directors Open Board Position
Blackstone Community**

Dear District Board Members,

My name is Jim Picola and I am interested in your consideration regarding the open board position for the High Plains Metro District Board.

My wife Jacqueline and I live at [REDACTED] in the new Lennar Tract. We have lived here since March 21, 2019. We previously lived in Southern California until 2016. I was the Director of Child Nutrition for the Oxnard School District and retired in May of 2016. We moved to Eagle Colorado to live near our daughter, her husband and our beautiful granddaughter. They job transferred to Denver in March 2019 and we sold our home in Eagle Colorado and moved to the Blackstone Community. We really enjoy the community and are very happy we selected the Blackstone area to live in.

In addition to my school administrator career, I have operated a real estate company in Southern California, Picola and Associates, since 1990. We also have a real estate company in Eagle Colorado. The Eagle County Distinctive Properties. I have a Masters Degree in Business Administration that I obtained in 1999.

I have had the opportunity and pleasure to serve on two great homeowners boards in Southern California. The Bella Rosa Homeowners Association in Camarillo California and the Seabridge Homeowners Association in Oxnard California. I enjoy participating on Homeowners Association boards where I live. I find the work interesting and gratifying. I would be honored to be a board member of the High Plains Metropolitan District.

Respectfully,

Jim Picola



Irene Borisov <irene@sammgt.com>

HOA Vacant Seat - Interest Letter

2 messages

Bret Erickson [REDACTED]
To: irene@sammgt.com

Tue, Aug 11, 2020 at 6:57 PM

Good Evening Irene,
Attached is an interest letter for the District Board.
Please advise if there is anything else I need to complete.
I look forward to hearing from you.

Thank you,
Bret Erickson

 **HOA Interest Letter Bret Erickson.pdf**
434K

Irene Borisov <irene@sammgt.com>
To: Bret Erickson [REDACTED]

Tue, Aug 11, 2020 at 7:18 PM

Thank you for your interest, I will pass this along to the Board.

Irene Borisov
[Quoted text hidden]

ERICKSON

August 11, 2020

Dear Ms. Skrondahl,

This letter of interest is in response to the vacant seat on the High Plains Metropolitan District (the "District").

I am a registered voter in the State of Colorado and I do reside in the District; specifically, in Blackstone.

I have 40 years of experience as a Construction Project Manager for new tract homes including large custom homes as well as a past HOA board member which I believe qualifies me for this position.

My HOA experience of 8 years has been with Lennar Homes in Las Vegas in which I represented Lennar on multiple communities they owned.

I have a good understanding of high quality and have always raised my team expectations through strong leadership. The custom homes I've built have ranged from 2,500 square feet to 30,000 square feet (\$500,000 - \$35 Million) and I am comfortable with small details on large projects.

For this reason, I believe I am qualified to represent the people of my District. I would like the opportunity to be a part of a group of people with the same goals and help maintain the beautiful area we live in.

Sincerely,



Bret C. Erickson



Irene Borisov <irene@sammgt.com>

Open Board position

Bill Howell [REDACTED]
To: irene@sammgt.com

Wed, Aug 12, 2020 at 8:27 AM

Hello Irene,

My name is Bill Howell and I am interested in filling the open board position. My address is [REDACTED]

My wife and I moved to Blackstone in December 2017. I am retired from the general contracting business where I ran a successful construction company with an average workforce of 75 employees, and \$15-20 Million in annual sales.

We previously lived in Piney Creek for 12 years where I was active in the community.

I served on the Architectural Control Committee, (ACC) for 11 years and the Board of Directors for 3 years.

I believe my business and former board experience could be of value to the Blackstone, (Metro District) Board.

Please consider this letter a formal entry for the open position.

Warm regards,

Bill Howell
[REDACTED]

Sent from my iPad

Pascal Dengah

High Plains Metro District
Aurora, CO

Subject: Letter of Interest to Run for Board of Directors

Dear Board Members,

As a resident of the Blackstone community and having been a previous High Plains Metropolitan District Board Director, I would like the opportunity to rejoin this board. I have a vested interest in assuring that our community is maintained to a high standard.

For the last 8-years I have been in the oil and gas industry holding various positions, most recently as an Executive Account Manager for MS Directional. I also serve in the U.S. Army, now going into my 16th year as a Special Operations Weapons Sergeant. In these positions I have been responsible for financial and property accountability. In addition to my work experience, I received my undergrad from Penn State University in Business and I am current in the University of Denver's Master of Business Administration program.

I am also raising an active 9-year daughter who enjoys all of the public spaces our neighborhood has to offer.

My professional experience, education as well as my previous Board experience will allow me to seamlessly integrate back into a Director position. I am excited for the opportunity to serve our neighborhood once again as I will continue to keep the best interests of Blackstone homeowners represented in the association.

Regards,

A handwritten signature in black ink, appearing to be the name 'Pascal Dengah', written in a cursive style.

Pascal Dengah

High Plains Metro District - Action Items

#	Date	Type	Description	Owner/ Resp.	Due Date	Status		Board Authorization	Misc Notes
1	1/8/00	Landscaping	62 dead tree removal costs. Mr. Howey recommends removing these and continuing with Planting plan	Summit	10/1/20 - Tentative	6/3 - proposed. To follow up next mtg	In Progress		
3	6/3/20	Committees	Welcome Letter and packet	Social Comm	Social Committee to Set	6/3 - deferred	Open		
4	6/9/20	Committees	Website Updates	Website Comm	Website Committee to Set	6/9 - discussed as part of committee scope	Open		
5	6/9/20	Special Projects	Social Media discovery	TBD		6/9 - deferred to community survey	Open		
7	6/9/20	Committees	Town Hall	Social Comm	Social Committee to Set	6/9 - to be scheduled when able	Open		
8	6/9/20	Other	Determine board meeting locations and formats	Board		6/9 - no decision	Open		
9	6/9/20	Other	2021 Budget process	Board		6/9 - address budget priorities. Need to define a timeline, process and prep for this event.	Open		
10	Jul-20	Other	Vendor RFP process (Requirements definition, selection criteria, communications process)	WBA	No Date Set	To be added to the July agenda	Open		
11	6/3/20	Other	SDA meetings	WBA/Board		Who is attending? Outcomes shared with board in meetings?	Open		
13	6/3/20	Vendors	District liability on snow removal damage	WBA		Clint to research	Open		
14	6/3/20	Vendors	Lennar Park turn over plan	Board/WBA	8/20/20 - WBA Update	Discussed in 7/2 meeting, next steps?	In Progress		
15	6/3/20	Other	Monthly status - SARIA & Wheatlands boards	WBA/BOD Reps	Each Meeting	Updates to be provided by Board member reps	Open		
16	6/3/20	Other	Investments review	WBA		To be scheduled?	Open		
17	6/3/20	Special Projects	Mailbox kiosk lighting	Summit	8/20/20	7-24-20 Sent lighting options link to Jill/Maria for review. Provided further clarification, costs and pictures at 8/20/20 Mtg.	In Progress		
19	Jul-20	Other	Accounts Payable flow - reviews/approvals	Board		to be discussed as a board	Open		
20	6/18/20	Special Projects	Dog poop station in new park - add from current vendor	Summit	8/20/20	Irene to research - Mngt. To provide prices at 7-29-20 Mtg. Provided further clarification, costs and pictures at 8/20/20 Mtg.	In Progress		
21	6/18/20	Special Projects	Median walkway gaps	Summit	8/20/2020 - SMAC Update	to be discussed, who owns fixing? District or City? On the 7-29-20 Mtg. Agenda for Discussion.	In Progress		
22	6/18/20	Special Projects	Milling - top coating for rest of Blackstone	TBD		Street work - contact City of Aurora	Open		
28	6/18/20	New park sign landscaping	Need proposal from Cox Landscaping	Summit/WBA/Cox/Landscape Committee	7/28/2020	Waiting on revised proposal from Cox. Megan to follow up with Landscape Committee. 7-16-20 Just Received Proposal - on the 7-29-20 Board agenda for review. Approved with the deletion of the "Moss Rock Boulders" at the 7/29/20 mtg.	In Progress		
29	6/18/20	Tree planting and dead tree removal proposal	Board approved Cox. Work needs to be complete	Summit/Cox	7/28/2020	Was the work order signed? Proposal Approved - work has not yet started. Zoom mtg. scheduled with LC/Bob/Cox to discuss project next steps 7-28-20.	HOLD - Not Yet Started		
33	6/18/20	Trash Bin, Recycling, Shredding	Irene to work with Social Committee to decide which event(s) to hold and get it scheduled. Proposals to be provided to the Board.	Summit/Social Committee	Not Provided Yet		Open		
36	6/18/20	Covenant Enforcement/Collection Resolution	WBA to draft new covenant enforcement and collections policies for the next meeting.	WBA	7/16 (1 week before next meeting)	Drafted - on the Agenda to review for the 7-29-20 Mtg.	In Progress		
37	6/18/20	Updated Residential Improvement Guidelines	DRC committee to review and finalize; Irene to send out "final" copy to the community for review and comment	Summit/DRC Committee	8/20/2020	Second draft provided to Board for review. Once approved - will be sent to legal and than to owners for their feedback. Per 7-29-20 Mtg. Irene to send Shawn & Maria Elena the final draft and the templates from Clint - scheduled a zoom meeting to discuss and finalize. Done 8-4-20 IB.	In Progress		
38	6/18/20	Traffic Safety (Golf Carts and Monaghan Road)	New project for the Safety Committee	Summit/Safety Committee	Not Provided Yet		Open		
40	2019	Special Projects	Park Renovation - Clifton & County Club Pkwy	WBA/BOD/Summit	Update Needed 8/20/20	Punch List not yet finished - Park opened	Punch List		
41	2019	Special Projects	Smoky Hill & Blackstone Pkwy Entrance Revamp	WBA/LSC/BOD/COX	Update Needed 8/20/20	Substantial Completion - Walkthrough completed - punch list created	Final Stage		
44	2019	Special Projects	ET Controllers	BOD/Summit	N/A	Proposals provided to previous Board	Tabled		
45	2019	Other	Reserve Study	BOD/Summit	N/A	Proposals provided to previous Board	Tabled		
46	2019	Special Projects	Street Lawns - Main Streets (Powhatan/Smoky Hill/County Line) - too much sod	BOD/Summit	N/A	Proposals provided to previous Board	Tabled		
47	2019	Special Projects	Xeriscape options for Powhatan Street Lawn areas	BOD/Summit	N/A	Proposals provided to previous Board	Tabled		