HIGH PLAINS METROPOLITAN DISTRICT

Special Meeting (via Teleconference) Wednesday, July 29, 2020, at 6:00 p.m. www.highplainsmetro.org

| Shawn McGoff, President | Term to May 2022 |
|--|------------------|
| Diane Kelly, Vice President | Term to May 2023 |
| Josie O'Neill, Treasurer | Term to May 2022 |
| Jill Shadwell, Secretary | Term to May 2023 |
| Maria Elena Daniels, Assistant Secretary | Term to May 2022 |

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/93822625396?pwd=QVRJU1kyamJsTHZUSjF2RzFPb1ZhUT09

Call in Number: 720-707-2699 Meeting ID: 938 2262 5396 Passcode: 289484

NOTICE OF SPECIAL MEETING AND AGENDA

- 1. Call to Order
- 2. Declaration of Quorum/ Conflict of Interest Disclosures
- 3. Approval of Agenda
- 4. 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.
- 5. Consent Agenda –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.
 - a. Approve June 18, 2020 Board Orientation Minutes and July 1, 2020 Special Meeting Minutes
 - b. Approve Claims Listing in the Amount of \$180,323.41
 - c. Approve/Ratify Independent Contractor Agreement with Creative Visions for Park Signs
 - d. Approval of Proposal from Cox Landscaping Landscape Renovation for Monument Sign Bed at County Club Park
 - e. Ratification of Pay Application No. 9 from Arrow J Landscape & Design, Inc.
 - f. Ratification of Pay Application No. 10 from Arrow J Landscape & Design, Inc.
 - g. Ratification of 2019 Annual Report
- 6. Capital Improvements (10 minutes)
 - a. Update on Entryway Project Final Walkthrough
 - b. Update on Park Signs and Associated Landscaping
- 7. Landscape Maintenance (15 minutes)
 - a. Landscape Maintenance Report
 - b. Discuss, Review and Approve Work Orders/Proposals
 - c. Other Landscape Maintenance

1336.0008: 1054727

^{*}Regular and Special Meeting Agendas will be posted to the District's website at www.highplainsmetro.org

- 8. Facilities Management/District Operations (15 minutes)
 - a. District Manager's Report
 - b. Review and Discuss Outstanding Projects List
 - c. Discuss Median Sidewalk Repairs
 - d. Other Facilities Management
- 9. Covenant Enforcement/Architectural Review (20 minutes)
 - Discuss Covenant Enforcement Process and Review and Consider Approval of Amended and Restated Covenant Enforcement Policy
 - b. Review and Discuss Updated Residential Improvement Guidelines
 - c. Discuss Ongoing Covenant Enforcement Matters

10. Legal Matters

- a. Discuss Settlement, Termination and Acknowledgment Agreement
- b. Other Legal Matters
- 11. Financial Report/Financial Matters (10 minutes)
 - a. Review and Consider Acceptance of Unaudited Financial Statements
 - b. Other Financial Matters
- 12. Director Items/Other Business (15 minutes)
 - a. Discuss Community Survey
 - b. Discuss Community Interest in Committees
 - c. SARIA/WPRA Meeting Updates
 - d. Board Emails from Residents Round Robin
 - e. Setting the stage for updates to RFPs and vendor management
- 13. Committee Reports (15 minutes)
 - a. Advisory Committee
 - Social Committee Community Events, Park Grand Opening, Town Hall Meetings, Welcome Letters and Packets
 - Web Design/Website Committee Proposed Website Updates
 - d. Landscape Committee
 - e. Safety Committee
 - f. DRC Committee

14. Adjournment

| 2020 Regular Meetings | Meeting Location |
|---|---|
| Third Thursday of each month at 6:00 p m. | Blackstone Country Club 7777 S. Country Club Parkway |
| | Aurora, CO 80016 |

1336.0008: 1054727

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS

OF

HIGH PLAINS METROPOLITAN DISTRICT

Held: Thursday, June 18, 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.

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; Kevin Cox and Jerry Maness, Cox Landscaping Inc.; Erik Hofstetter, Creative Visions; and homeowners.

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

Mr. Waldron reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Waldron inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were

Attendance

Call to Order

Declaration of Quorum/Director Qualification/Reaffirmation of Disclosures

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.

Consent Agenda

Mr. Waldron 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. No items were requested to be 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:

- May 18, 2020 Board Orientation Minutes, June 3, 2020 Special Meeting Minutes and June 9, 2020 Work Session Minutes
- Claims Listing in the Amount of \$746,657.46
- Change order No. 3 from Arrow J Landscape & Design, Inc.
- Pay Application No. 8 from Arrow J Landscape & Design, Inc.
- Pay Application No. 2 from Cox Professional Landscape Services LLC

Capital Improvements

Update on Park Construction and Schedule

Ms. Murphy updated the Board on the status of Park construction and schedule, noting that the park is scheduled to open June 29th.

Update on Monument Sign Construction and Schedule

Ms. Murphy updated the Board on the status of the monument sign construction noting that work is scheduled to be completed by July 1st.

Discuss Park Signs and Consider Proposal from Creative Visions

Mr. Hofstetter reviewed the proposal for park signs with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the 10 foot wide, one sided sign with stone to match the existing stone in the park.

The Board engaged in general discussion regarding smaller park signs and additional pat waste stations. Following discussion, upon a motion duly made and seconded, the Board authorized the Landscape Committee to obtain proposals to present to the Board for consideration.

Discuss and Consider Selection of Park Names

The Board reviewed the park name survey results and engaged in general discussion regarding park names. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the following park names;

New Park – Country Club Park

S. Blackstone Pkwy & E. Canyon Pl – Canyon Park S. Valleyhead Way & Alder Dr. – Hilltop Park

Landscape Maintenance Matters

Landscape Maintenance Report

The Board engaged in general discussion regarding the landscape maintenance report and landscaping matters within the community.

Discuss, Review and Approve Work Orders/Proposals

Review Proposals/Bids for Tree Planting per Master Plan and Dead Tree Removal Ms. Borisov reviewed the bid results and tree replacement proposals with the Board. The Board engaged in general discussion regarding the proposals. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal from Cox Professional Landscape Services and authorized the 5% prepay discount. Mr. Cox noted that Cox will warranty all trees planted under this proposal so long as Cox is the landscape provider.

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

Ms. Borisov informed the Board that she is still working on the project list.

Discuss Proposal for Lighting over Mailboxes

Ms. Borisov informed the Board that she is looking into solar lights for the mailbox kiosks.

Discuss Community Events Survey and Community Events Ms. Borisov noted that the Community Events Survey has not been sent out because she is waiting on the approved survey questions.

Ms. Borisov informed the Board that she has reached out to waste management, a shredding company, and recycling companies to get proposals. No action taken.

Discuss Security Proposal

Ms. Borisov asked if the Board is interested in security services for the District. Following discussion, the Board determined to add a question to the community survey regarding security to see if people are interested in this service.

Other Facilities Management

Director Shadwell inquired about the Verizon Wireless payables. Ms. Borisov responded that this is for iPads provided to board members for meetings and District business. Ms. Borisov noted that all lines for old Board members have been cancelled and she will cancel the current Verizon plan and service as it is no longer needed.

Covenant Enforcement/Architectural Review

Discuss Covenant Enforcement Process

Ms. Borisov discussed her review process for covenant enforcement with the Board. Mr. Waldron noted that there is a policy for covenant enforcement and there is a policy for collecting fees due to the District. Following discussion, the Board directed legal counsel to prepare revised covenant enforcement and collections policies for review at the next meeting.

Review and Discuss Updated Residential Improvement Guidelines Director McGoff reviewed the updated Residential Improvement Guidelines with the Board. Following discussion, the Board referred the draft Residential Improvement Guidelines to the Design Review Committee to incorporate the changes noted, update the formatting, and make any other suggested revisions. Once the committee has a draft ready for Board review, it will be brought back to the Board for final review and comment.

Legal Matters

Other Legal Matters

None.

Financial Report/Financial Matters

Review and Consider Acceptance of Unaudited Financial Statements

Ms. Bartow reviewed the May 31, 2020 financial statements with the Board. Following discussion, upon a motion duly

made and seconded, the Board unanimously accepted that financials.

Other Financial Matters

None.

Directors Items/Other Business

Review and Approve Committee Assignments

Director McGoff reviewed the committee assignments discussed at the work session meeting with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously appointed the following Directors to the named committee:

- Web Design/Website Committee (Jill and Diane)
- Landscape Committee (Maria Elena and Diane)
- Safety Committee (Jill and Maria Elena)
- New Resident/Welcome/Social & Community Events
 Committee (including Town Halls) (Diane and Josie)
- DRC Committee (Maria Elena and Shawn)
- Advisory Committee (Shawn and Jill)

Discuss Community Survey

The Board engaged in general discussion regarding the community survey. Following discussion, upon a motion duly made and seconded, the Board determined that Director Shadwell and Director O'Neill will work on survey questions and each committee will provide three sentences about the goal of the committee to be included with the survey. Director McGoff noted that both are due to Director O'Neill by Sunday, June 21st.

Traffic Complaints – Monaghan Rd.

Director McGoff reviewed the traffic complaints sent to Ms. Borisov with the Board. Following discussion, the Board determined to delegate handling traffic complaints to the Safety Committee.

The Board engaged in general discussion regarding kids on golf carts in the community on public roads.

SARIA/WPRA Meeting Updates

Director McGoff provided an update to the Board on the SARIA meeting including details regarding repayment of debt and ongoing construction projects. No action taken.

Director Kelly noted that the Wheatlands Park and Recreation Authority has not had a meeting.

Board Emails from Residents – Round Robin

Director McGoff noted that the test email was sent and returned and there have been no emails from residents so far to discuss.

Public Comment

A homeowner noted that they had sent an email to the Board about the traffic on Monaghan Road noting that speeding is a real problem. The homeowner also noted that the City of Aurora has a neighborhood traffic calming program which the neighborhood can apply for once a year and Monaghan Road would be eligible for this type of program. Following discussion, upon a motion duly made and seconded, the Board unanimously determined they would sign a letter of support.

A homeowner asked about the new areas of the neighborhood and why in all of the areas adjacent to the golf course there is iron fencing between the public street and the golf course. Director McGoff noted that Clubcorp is looking into this including fencing and landscaping.

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 28th day of July, 2020.

Adjourn

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS

OF

HIGH PLAINS METROPOLITAN DISTRICT

Held: Wednesday, July 1, 2020, at 5:30 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.

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 Josie O'Neill Maria Elena Daniels

Director Shadwell was absent. All absences are deemed excused unless otherwise noted in these minutes.

Also present were Clint C. Waldron, Esq. and Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; and Ben Houghton, CliftonLarsonAllen, LLC; District accountant.

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

Mr. Waldron reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Waldron inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were

Attendance

Call to Order

Declaration of Quorum/Director Qualification/Reaffirmation of Disclosures 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 presented.

Public Comment

None.

Executive Session - The Board intends to enter into executive session pursuant to C.R.S. §24-6-402(4)(b), conference with an attorney for the District for the purpose of receiving legal advice on specific legal questions related to a settlement agreement with Lennar Colorado, LLC regarding acceptance of park and right of outstanding improvements and amounts owed under the Capital Reimbursement Agreement, and C.R.S. §24-6-402(4)(e) determining positions relative to matters that may subject to negotiations, developing strategy for negotiations, and instructing negotiators related to said settlement agreement.

Upon motion of Director Kelly, seconded by Director McGoff, and upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 5:33 P.M. for the purpose of receiving legal advice pursuant to §24-6-402(4)(b), C.R.S., conference with an attorney for the District for the purpose of receiving legal advice on specific legal questions related to a settlement agreement with Lennar Colorado, LLC regarding acceptance of park and right of way improvements and outstanding amounts owed under the Capital Reimbursement Agreement, and § 24-6-402(4)(e), C.R.S., determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators related to said settlement agreement.

Pursuant to § 24-6-402(2)(d.5)(II)(B), C.R.S., no record was kept of the portion of the executive session that, in the opinion of the District's attorney, constituted privileged attorney-client communication pursuant to § 24-6-402(4)(b), C.R.S.

Also pursuant to § 24-6-402(4), C.R.S., the Board did not adopt any proposed policy, position, resolution, rule, regulation or take formal action during execution session.

The Board reconvened in regular session at 6:08 P.M.

Other Business

The Board generally discussed covenant enforcement issues regarding 26980 E. Friend Place. Legal counsel noted they had received contact from all three homeowners, are reviewing the correspondence, and will work on a recommendation to the Board. The Board discussed that to the extent the issue involves a Board member, that Board member should not participate in the discussion due to conflicts of interest.

Director McGoff noted that the traffic control letter had been circulated to the Board.

Mr. Waldron informed the Board that the park is completed and the entryway project final walkthrough is scheduled for July 13, 2020.

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 29th day of July, 2020.

Adjourn

ATTORNEY STATEMENT REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing High Plains Metropolitan District, I attended the executive session meeting of High Plains Metropolitan District convened at 5:33p.m. and July 1, 2020 for the sole purpose of discussing receiving legal advice on specific legal questions related to a settlement agreement with Lennar Colorado, LLC regarding acceptance of park and right of way improvements and outstanding amounts owed under the Capital Reimbursement Agreement and determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators related to said settlement agreement as authorized by C.R.S. §24-6-402(4)(b) and C.R.S. §24-6-402(4)(e). I further attest it is my opinion that all or a portion of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

| 2(4)(b), C.R.S. and, based on that opinion, no further puired to be kept pursuant to Section 24-6-402(2)(b), CR.S. | · · · · · · · · · · · · · · · · · · · |
|--|---------------------------------------|
| | Clint C. Waldron, Esq. |
| | Megan J. Murphy, Esq. |

High Plains Metro District Interim Claims 6/16/20 - 7/22/20

| Process Date | <u>Vendor</u> | Invoice Number | <u>Amount</u> |
|---------------------|---|-----------------------|---------------|
| 6/26/2020 | CliftonLarsonAllen LLP | 2518989 | \$ 7,305.85 |
| 6/26/2020 | Cox Professional Landscape Services LLC | Multiple | 23,845.23 |
| 6/26/2020 | Lee Design Group LLC | BST20/05 | 1,875.00 |
| 6/26/2020 | UMB Bank, N.A. | 755095 | 450.00 |
| 6/26/2020 | Waste Management of Denver | 0847152-0178-0 | 10,734.36 |
| 6/26/2020 | White Bear Ankele Tanaka & Waldron | Multiple | 35,858.15 |
| 6/30/2020 | ARCHITERRA GROUP,INC | 6730 | 5,556.30 |
| 7/22/2020 | CliftonLarsonAllen LLP | 2551068 | 3,914.93 |
| 7/22/2020 | CO Spec District Prop and Liab Pool | 4695 | 1,048.00 |
| 7/22/2020 | Collins Cockrel & Cole | 11033M JUN20 | 252.00 |
| 7/22/2020 | Consilium Design, Inc. | Multiple | 1,735.42 |
| 7/22/2020 | Cox Professional Landscape Services LLC | Multiple | 63,292.68 |
| 7/22/2020 | Full Spectrum Lighting, Inc. | 1648 | 100.00 |
| 7/22/2020 | Pet Scoop, Inc. | 294470 | 252.00 |
| 7/22/2020 | Summit Management & Consulting, LLC | 3734 | 4,017.40 |
| 7/22/2020 | White Bear Ankele Tanaka & Waldron | Multiple | 19,643.54 |
| 7/22/2020 | Xcel Energy | 688779184 | 442.55 |
| | | Total | \$ 180,323.41 |

INDEPENDENT CONTRACTOR AGREEMENT PARK SIGNS

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "**Agreement**"), is entered into as of the 18th day of June, 2020, by and between HIGH PLAINS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), and PRINT BUYERS INTERNATIONAL, INC. d/b/a CREATIVE VISIONS, a Colorado corporation (the "**Contractor**"). The District and the Contractor are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. <u>SCOPE OF SERVICES; PERFORMANCE STANDARDS</u>. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Services**"): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including

Exhibit A) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

- 2. <u>TERM/RENEWAL</u>. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2020.
- 3. <u>ADDITIONAL SERVICES</u>. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.
- 4. <u>REPAIRS/CLAIMS</u>. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the

District's request, re-perform the Services not meeting this standard without additional compensation.

- b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.
- c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.
- d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.
- e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, subconsultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 6. <u>MONTHLY STATUS REPORT</u>. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("Monthly Report").

7. COMPENSATION AND INVOICES.

a. <u>Compensation</u>. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested

services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

- b. <u>Invoices</u>. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:
 - i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

- 8. <u>TIME FOR PAYMENT</u>. Except as set forth in Exhibit A, payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.
- 9. <u>INDEPENDENT CONTRACTOR</u>. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel

furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.

10. <u>EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY</u>. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

- a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.
- b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.
- c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.
- d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
- i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.
- ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with

the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.
- g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

11. CONTRACTOR'S INSURANCE.

- a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.
- b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.
- c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. <u>Confidentiality</u>. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the

performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

- b. <u>Personal Identifying Information</u>. During the performance of this Agreement, the District may disclosure Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.
- c. <u>Conflicts</u>. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.
- OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.
- 14. <u>LIENS AND ENCUMBRANCES</u>. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's,

materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

- The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "District Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "Claims"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.
- b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.
- c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 16. <u>ASSIGNMENT</u>. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted

assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

- SUB-CONTRACTORS. The Contractor is solely and fully responsible to the 17. District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.
- 18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. Such notice shall not be required for automatic expiration under Section 2, above. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.
- 19. <u>DEFAULT</u>. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under

this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: High Plains Metropolitan District

c/o Summit Management & Consulting, LLC

9101 E. Kenyon Avenue, #1200

Denver, CO 80237 Attention: Irene Borisov Phone: (303) 459-4919 Email: irene@sammgt.com

With a Copy to: White Bear Ankele Tanaka & Waldron

2154 E. Commons Ave., Suite 2000

Centennial, CO 80122 Attention: Clint Waldron Phone: (303) 858-1800

E-mail: cwaldron@wbapc.com

Contractor: Print Buyers International, Inc. d/b/a Creative

Visions

8165 South Vandriver Way

Aurora, CO 80016

Attention: Erik Hoffstetter
Phone: (303) 720-482-7954
Email: erik@cvisions.net

- 21. <u>AUDITS</u>. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.
- 22. <u>ENTIRE AGREEMENT</u>. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.
- 23. <u>BINDING AGREEMENT</u>. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.
- 24. <u>NO WAIVER</u>. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

- a. <u>Venue</u>. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. 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. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.
- b. <u>Choice of Law</u>. Colorado law shall apply to any dispute, 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.
- c. <u>Litigation</u>. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.
- 26. <u>GOOD FAITH OF PARTIES</u>. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree

that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

- 27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this 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 Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.
- 28. GOVERNMENTAL IMMUNITY. Nothing in this 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.
- 29. <u>NEGOTIATED PROVISIONS</u>. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.
- 30. <u>SEVERABILITY</u>. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.
- 31. <u>NO THIRD PARTY BENEFICIARIES</u>. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

- 32. <u>OPEN RECORDS</u>. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.
- 33. <u>WARRANTY</u>. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "Work") will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.
- 34. <u>TAX EXEMPT STATUS</u>. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.
- 35. <u>COUNTERPART EXECUTION</u>. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

| IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement. | | | | |
|---|----------------|--------------------------|---|--|
| | DISTRICT, a | PLAINS a quasi-munici | METROPOLITAN ipal corporation and State of Colorado | |
| | Officer of the | e District | | |

APPROVED AS TO FORM:

ATTEST:

WHITE BEAR ANKELE TANAKA & WALDRON Attorneys at Law

General Counsel for the District

District's Signature Page to Independent Contractor Agreement for Park Signs with Creative Visions, dated June 18, 2020

| | CONTRACTOR: |
|---------------------------------------|---|
| | Print Buyers International, Inc. d/b/a Creative |
| | Visions, a Colorado corporation |
| | |
| | |
| • | |
| | SEIR HOFSTETTER |
| | Printed Name |
| | CEO, PRESIDENT |
| | Title |
| | |
| | |
| STATE OF COLORADO |) |
| A (0.0 |) ss. |
| COUNTY OF Arapahue |) |
| The foregoing instrument was acknow | wledged before me this 30 day of Jule, |
| 2020 by Frik Hofstetter as the AFO AF | of Print Buyers International, Inc. d/b/a |
| Creative Visions. | of Time Bayers international, inc. a ora |
| creative visions. | |
| Witness my hand and official seal. | |
| | |
| My commission expires: 01-27-2024 | |
| | |
| | Poblene X Hall |
| | Notary Public |
| DARLENE K. HALL | |
| NOTARY PUBLIC STATE OF COLORADO | |
| NOTARY ID 20044002097 | |
| MY COMMISSION EXPIRES 01/27/2024 | |

Contractor's Signature Page to Independent Contractor Agreement for Park Signs with High Plaint Metropolitan District, dated June 18, 2020

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

Contractor will complete all Services set forth in this Exhibit A. Contractor's final product shall be as depicted on the pictures included in this Exhibit A.

Contractor is responsible for obtaining and paying for all permits and inspections necessary for proper execution and completion of the Services.

The District and the Contractor may agree to additional scope(s) of work for additional park signs in the District as approved by the District pursuant to written service/work orders executed by an authorized representative of the District and the Contractor.

The compensation schedule for additional scope(s) of work shall be a detailed on a written service/work order executed by an authorized representative of the District and the Contractor.

COUNTRY CLUB PARK AT BLACKSTONE MONUMENT SIGN SCOPE OF WORK

- A. Located near corner of South Country Club Parkway and East Clifton Drive after existing round set of bushes/grasses cleared and landscape ground tamped down and made even grade by High Plains Metropolitan District (the "District"), sign will be centered within existing 18' round circle of edging, angled so it faces corner of intersection.
- B. Includes completed sign creation and install as described and shown.
- C. Monument Sign includes painted background and border (with 1-sided option back same color as border) with vinyl cut letters.
- D. All manufactured stone veneer is to be a mix of Citadel (CIT52) Montana Sand; Citadel (CIT52) Driftwood; and Old Mill (Old11) Hickory. All mortar shall be colored 'Graphite' by Davis Colors, 2 lbs of #8084 per 94 lbs, or approved equal. Note that bases designed for sign are smaller than picnic shelter bases to create aesthetic balance between sign face size and the sign pillars.
- E. Note that original proposal included a minimum sign order of One (1) Monument Sign plus Two (2) Park ID and Rules/Regs Signs. This was done in an effort to spread Creative Visions art, copy writing, sign planning and project management costs to date across more than just one sign. It is understood that Creative Visions will work directly with the Blackstone Landscape Committee to potentially produce two Park ID and Rules/Regs Signs (and possibly others), but their creation are not a part of this scope.
- F. Steps requiring District participation to complete project:
 - 1. An estimated 50% project deposit invoice of \$12,089.50 from Creative Visions to the District accompanies this document. Once this payment is received, following steps can take place.

- 2. Using paint, Pantone color books and/or vinyl color samples, final sign color choices will be determined with Landscape Committee during one site visit, allowing for one proof revision beyond design within this proposal (if needed). Creation of additional color proofs will be billed at \$135/hour. Discussions of other park signs should occur during this same site visit. Date, time and Landscape Committee/District participants needs to be scheduled.
- 3. District Letter of Approval (similar to 2020-01-17 version provided for entry way pillar signs Creative Visions created) to submit to City of Aurora needs to be created and provided to Creative Visions for permitting process to begin.
- 4. The District will be responsible for clearing the existing landscaping and landscape ground tamped down and made even grade.
- 5. Final sign material review, exact sign placement, etc. approval(s) may be asked of District/Landscape Committee rep(s) during production/installation process to ensure complete project satisfaction.
- 6. Balance due upon project completion.
- H. Permit costs are very rough estimates only. Cost estimates do not include any sign revisions that may be required by City of Aurora. Any sign revisions required by the City will be approved by the District or Landscape Committee prior to implementation.
- I. Includes Stone Masonry to Match Park Picnic Shelter Bases:
 - 1. Permitting process should take 1-3 weeks, but there is no guarantee of time frame because of City processes and current COVID-19 limitations. Takes 6-8 weeks to receive stone order placed after City of Aurora approval. Sign production/installation will occur while awaiting stone and stone caps to arrive.
 - 2. Current sign face colors are closest to Pantone CMYK builds of 2323c (face background), 425c (border) and black (letters). Back of sign face and edges will match front border color. Any of these three color can change to any new three colors as requested by the Landscape Committee, done on site where/when actual paint and vinyl letter colors to be determined. (Paint/vinyl letter colors vary slightly from Pantone CMYK colors proofs like shown below are created out of.)

Cost for Scope of Work is: \$21,117 + permit costs which are estimated at \$3062.





EXHIBIT B

CONTRACTOR'S COMPLETED W-9

Form W-9

Substitute Form State of Colorado 8-2007

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

| State of Co | torado 8-2007 | | | | Send to the into. |
|--|---|--|--|--|--|
| | Name CREADVE V | 1151005 | , | EMP | LOYEE Y N |
| page 3 | Business name, if different from above PRNT BUYELS INTERNATIONAL, INC. | | | | |
| ls on | Check appropriate box | Part of the control o | | | |
| r Typ | ☐ Individual/ Sole | ☐ Individual/ Sole Proprietor ☐ Corporation ☐ Partnership ☐ Other ☐ Exempt from backup withholding | | | |
| Print or Type See Specific Instructions on | Address (number, stre | et, and apt. or suite no.) VANRIVER | VA4 | CDPHE Requester Name & Extension: | |
| ecif | City, state, and ZIP co | ode. | | | |
| e S | AURURA Phone Number. | 60 00016 | | List Account number(s) h | ere (optional) |
| S | 720-482- | 7954 | | Elst recount number(s) | (optional) |
| Part I | | ntification Number (TIN) | | | |
| Enter yo for a res other ent a TIN or | ur TIN in the appropri ident alien, sole pro tities, it is your employ page 3. | ate box. For individuals, this is y prietor, or disregarded entity yer identification number (EIN). | your social security number (SSN) Hor, see the Part I instructions on page If you do not have a number, see How art on page 4 for guidelines on who | 3. For v to get | al Security number |
| | to enter. | ne man one name, see the con | art on page 7 to gardenies on med | 841 | 242461 |
| Part II | Certification | | | | |
| Under n | enalties of perjury, | I certify that: | | | |
| | | | yer identification number (or I am | waiting for a number t | o be issued to me), and |
| 2. I am | n not subject to ba | ckup withholding because. (ice (IRS) that I am subject t | (a) I am exempt from backup with backup with backup withholding as a result lect to backup withholding, and | holding, or (b) I have | not been notified by the |
| 3. I am | a U.S. person (inc | cluding a U.S. resident alien) | | | |
| because interest and gen | you have failed to | report all interest and dividend abandonment of secured proper than interest and dividends ge 3.) | ove if the IRS has notified you that yas on your tax return. For real estate terty, cancellation of debt, contribution, you are not required to sign the C | transactions, item 2 do ons to an individual reti | rement arrangement (IRA), st provide your correct TIN. |
| | | The second of the second | f Cartification (Please check all h | oxes that apply) | |
| Minority and Women-owned Businesses (M/WBEs) Self Certification (Please check all boxes that apply) In an effort to track levels of participation by women and minorities doing business with the State of Colorado, the following information is requested. Please indicate the appropriate category of ownership for your company. "Owned" in this context means a business that is at least 51 percent owned by an individual(s) who also control(s) and operate(s) it. "Control" in this context means exercising the power to make policy decisions. "Operate" means actively involved in the day-to-day management. If your business is jointly owned by both men and women or is a publicly held corporation, please check the box labeled "Not Applicable." | | | | | |
| Gender | Information: | | | | |
| ☐ Fem | ale-Owned | ☐ Male-Owned | ☐ Not Applicable | | |
| Owner | Ethnicity Information | on | | | |
| ☐ Afric | an American | ☐ Asian/Pacific American | ☐ White (non-Hispanic) ☐ N | ot Applicable | |
| ☐ Hisp | anic American | ☐ Native American | Other: | | |
| | Business Informatio | | | | |
| Small B employe | | that is organized for profit, is | independently owned and operated, | and has 25 or fewer fu | Il time equivalent |
| ☐ Yes | □ No | | | | |

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

- 1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
- 2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

- 3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.
- 4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

- or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.
- 5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE



October 21, 2019

PRINT BUYERS INTERNATIONAL INC 8165 S VANDRIVER WAY AURORA CO 80016

Policy Information:

Policy Number: 02 SBM AE2EKZ



Business Service Center

Business Hours: Monday - Friday (7AM - 7PM Central Standard Time)

Phone: (866) 467-8730 Fax: (888) 443-6112

Email: agency.services@thehartford.com Website: https://business.thehartford.com

Enclosed please find information pertaining to your policy. Please contact us if you have any questions or concerns.

Thank you for selecting The Hartford for your business insurance needs.

Sincerely,

Your Hartford Service Team

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER NUTMEG INSURANCE AGENCY INC/PHS | | | | | | CONTACT NAME: | | | | | |
|--|--|---------|----------------|---------------|--------------------|----------------------------|-----------------------------|---|------------------------|--|--|
| 02025 | | rno | | | PHONE (A/C, No | | 3) 467-8730 | FAX (A/C, I | (888) 443-6112 No): | | |
| | Wiseman Blvd Antonio, TX 78265 | | | | E-MAIL ADDRESS: | | | | | | |
| | | | | | | INSI | JRER(S) AFFORD | ING COVERAGE | NAIC# | | |
| INSURI | | | | | INSURE | RA: Hartfo | rd Underwriter | s Insurance Compan | y 30104 | | |
| | Buyers International Inc DBA Cre | ative V | isions | | INSURE | RB: | | | | | |
| | S VANDRIVER WAY DRA CO 80016-7443 | | | | INSURE | RC: | | | | | |
| | | | | | INSURER D: | | | | | | |
| | | | | | INSURE | RE: | | | | | |
| | | | | | INSURER F: | | | | | | |
| COV | ERAGES (| CERTI | FICATI | NUMBER: | | | REVIS | SION NUMBER: | | | |
| CEF | S IS TO CERTIFY THAT THE POLICI ICATED.NOTWITHSTANDING ANY F RTIFICATE MAY BE ISSUED OR M RMS, EXCLUSIONS AND CONDITION | REQUIR | EMENT RTAIN | THE INSURANCE | TION O | F ANY CONTRA | CT OR OTHER POLICIES DES | DOCUMENT WITH RES | SPECT TO WHICH THIS | | |
| LTR | TYPE OF INSURANCE | | SUBR | POLICY NUMBE | R | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YYY) | L | IMITS | | |
| | COMMERCIAL GENERAL LIABILITY | | | | | | | EACH OCCURRENCE | 2,000,000 | | |
| L | CLAIMS-MADE X OCCUR | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence | 1,000,000 | | |
|) | X General Liability | | | | | s 6 | | MED EXP (Any one person | | | |
| A | | 7 ~ | 1 1 | OO COM A FOR | -1/7 | 40/04/0040 | 40/04/0000 | DEDCOMAL & ADVINUE | 2 200 200 | | |

| LTR | TYPE OF INSURANCE | INSR | WVD | POLICY NUMBER | (MM/DD/YYYY) | (MM/DD/Y YYY) | LIMITS | |
|-----|--|---|------------|---------------|------------------------------|---|--|----------------------|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | 2,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | 1,000,00 |
| | X General Liability | | 1 1 | | | | MED EXP (Any one person) | 10,00 |
| A | | X | | 02 SBM AE2EKZ | 10/21/2019 | 10/21/2020 | PERSONAL & ADV INJURY | 2,000,00 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | 4,000,00 |
| | X POLICY PRO- JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | 4,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$2,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | |
| Α | ALL OWNED SCHEDULED | ALL OWNED AUTOS SCHEDULED AUTOS 02 SBM AE2EKZ 10/2 HIRED X AUTOS X AUTOS 10/2 | 10/21/2019 | 10/21/2020 | BODILY INJURY (Per accident) | | | |
| | Y HIRED Y NON-OWNED | | | | | PROPERTY DAMAGE (Per accident) | | |
| | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | 1,000,000 |
| Α | EXCESS LIAB CLAIMS- MADE | | | 02 SBM AE2EKZ | 10/21/2019 | 10/21/2020 | AGGREGATE | 1,000,000 |
| | DED RETENTION \$ 10,000 | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER OTH- STATUTE ER | |
| | PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | | | E.L. EACH ACCIDENT | |
| | | | | | | oli | E.L. DISEASE -EA EMPLOYEE | |
| 8 | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | |
| Α | Employment Practices Liability Insurance | | | 02 SBM AE2EKZ | 10/21/2019 | 10/21/2020 | Each Claim Limit Annual Aggregate Limit | \$25,000 \$25,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Those usual to the Insured's Operations.

| CERTIFICATE HOLDER | CANCELLATION |
|---|--|
| High Plains Metropolitan District | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED |
| c/o Summit Management & Consulting, LLC | BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED |
| 9101 E KENYON AVE STE 1200 | IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| DENVER CO 80237-1854 | AUTHORIZED REPRESENTATIVE |
| | Sugar S. Castareda |

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CERTIFICATE OF LIABILITY INSURANCE

10/21/2019

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|----------|--|--------------------------|--------|---------------|---|--------------------------|---------------------------|----------------------|------------------------------|--|---|---|-----------------------------|---|
| | DUC | | NOF | | - 100 110 15 | 2110 | | | CON | TACT | | | | |
| 02025657 | | | | | PHONE (866) 467-8730 FAX (A/C, No, Ext): (A/C, No): | | | | FAX (A/C, No): | (888) 443-6112 | | | | |
| | | iseman Bly | | Servi | ce Center | | | | E-MA | an. | | | | |
| Sa | An | tonio, TX 78 | 8265 | | | | | | | RESS: | | | | |
| | | and the second | | | | | | | | INSU | JRER(S) AFFORD | ING COVERAGE | | NAIC# |
| _ | JRED | | | | 554.6 | | | | INSU | RERA: Hartfo | rd Underwriter | s Insurance Con | npany | 30104 |
| | | yers interni VANDRIVE | | | DBA Crea | tive Vi | isions | | INSU | RER B : | | | | |
| | | RA CO 800 | | | | | | | INSU | RER C : | | | | |
| | | 0.0000 | | | | | | | INSU | RER D: | | | | |
| | | | | | | | | | INSU | RER E : | | | | |
| | | | | | | | | | INSU | RER F : | | | | |
| CC | VEF | RAGES | | | C | ERTIF | ICATE | NUMBER: | 1 | | REVIS | SION NUMBER: | | |
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| | X | General L | iabili | ty | | | | | | | | MED EXP (Any one | | 10,000 |
| Α | | | | | | X | | | | | | PERSONAL & ADV | INJURY | 2,000,000 |
| | GE | N'L AGGREGA | | | PLIES PER: | | | | | | | GENERAL AGGREG | GATE | 4,000,000 |
| | X | POLICY OTHER: | JECT | | roc | | | | | | | PRODUCTS - COM | P/OP AGG | 4,000,000 |
| | AU | TOMOBILE LIA | ABILIT | Y | | | | | | | | COMBINED SINGLE (Ea accident) | LIMIT | \$2,000,000 |
| | | ANY AUTO | | 7 | | | | | | | | BODILY INJURY (P | er person) | |
| A | | ALL OWNED AUTOS | | AUT | OS EDULED | | | 02 SBM AE2 | EKZ | 10/21/2019 | 10/21/2020 | BODILY INJURY (PI | er accident) | |
| | X | AUTOS | X | AUT | I-OWNED OS | | | | | | | PROPERTY DAMAG (Per accident) | GE | |
| 7 | x | UMBRELLA | IAR | X | OCCUR | | | | | | | EACH OCCURRENCE | CE | 1,000,000 |
| Α | | EXCESS LIA | В | | CLAIMS- MADE | | | 02 SBM AE2 | EKZ | 10/21/2019 | 10/21/2020 | AGGREGATE | | 1,000,000 |
| | | DED RET | | | 10,000 | | | | | | | Jose | lozu | |
| | | D EMPLOYERS | | | | | | | | | | PER STATUTE | OTH- ER | |
| | PRO | | RTNE | R/EXE | CUTIVE Y/N | | | | | | | E.L. EACH ACCIDE | NT | |
| | PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | N/A | | | | | | E.L. DISEASE -EA E | MPLOYEE | | | |
| | | | | | | | E.L. DISEASE - POL | JCY LIMIT | | | | | | |
| A | Employment Practices Liability | | | | 02 SBM AE2 | EKZ | 10/21/2019 | 10/21/2020 | Each Claim Annual Aggrega | Edit Charles and Save | \$25,000 \$25,000 | | | |
| DES | | | ATIO | VS/L | OCATIONS / VI | EHICLE | S (ACORI | D 101, Additional Re | marks S | Schedule, may be atta | ched if more spac | e is required) | | |
| Tho | se u | sual to the | Insur | ed's | Operations. | | | | | | | | | |
| | | ICATE HO | | | A164 A1461 | 0001 | | | | CANCELLA | | | | |
| 215 | 4 E (| COMMONS | AVE | STE | AKA &WALI E 2000 | DKOV | | | | BEFORE THE EX | PIRATION DAT | E DESCRIBED PO E THEREOF, NOT DLICY PROVISION | TICE WILL | |
| LII | LEI | ON CO 80 | 122- | 1000 | | | | | + | AUTHORIZED REPE | | | | |
| | | | | | | | | | | Sugar S. | | eda | | |

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ACORD"

CERTIFICATE OF LIABILITY INSURANCE

10/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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| | DUC | | NOE | AGENCY INC | MUNIC | | | CONT | | | . We construct the same to the | | |
| 020 | 256 | 57 | | | | | | PHON | | 6) 467-8730 | | FAX (A/C, No): | 888) 443-6112 |
| The Hartford Business Service Center 3600 Wiseman Blvd | | | | | E-MAIL | | | | | | | | |
| Sar | An | tonio, TX 7 | 8265 | | | | | ADDR | | | | | |
| INSL | PEN | | | | | | | | | JRER(S) AFFORD | | | NAIC# |
| | | | ationa | al Inc DBA Cr | eative V | isions | | | | rd Underwriter | s Insurance Com | pany | 30104 |
| | | VANDRIVE | | | Juli V | 10.01.0 | | | RER B : | | | | |
| AUI | ROF | RA CO 800 | 16-74 | 43 | | | | INSUR | RER C ; | | | | |
| | | | | | | | | INSUR | RER D: | | | | |
| | | | | | | | 1 | INSUR | RER E : | | | | |
| | | | | 28 | | | | INSUR | RER F: | | | | |
| | | RAGES | | | | | NUMBER: | | | REVIS | SION NUMBER: | | |
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| LTR | | | - | JRANCE | | WVD | POLICY NUMBE | R | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YYY) | | LIMITS | |
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| | | CLAIMS | MADE | X OCCUR | | | | | | | DAMAGE TO RENTE PREMISES (Ea occur | | 1,000,000 |
| | X | General L | iabilit | у | | | | | | | MED EXP (Any one p | | 10,000 |
| Α | | | | | | | 02 SBM AE2EKZ | | CZ 10/21/2019 | 10/21/2020 | PERSONAL & ADV I | NJURY | 2,000,000 |
| | GE | N'L AGGREGA | | IT APPLIES PER | | | | | | | GENERAL AGGREG | SATE | 4,000,000 |
| | X POLICY PRO- JECT LOC | | | | | | | | PRODUCTS - COMP | P/OP AGG | 4,000,000 | | |
| | AUTOMOBILE LIABILITY | | | | | | | | COMBINED SINGLE (Ea accident) | LIMIT | \$2,000,000 | | |
| | | ANY AUTO | | | | | 02 SBM AE2EKZ | | | | BODILY INJURY (Pe | r person) | |
| Α | | ALL OWNED AUTOS | | SCHEDULED | | | | | 10/21/2019 | 10/21/2020 | BODILY INJURY (Pe | r accident) | |
| | х | HIRED AUTOS | х | NON-OWNED AUTOS | | | | | | | PROPERTY DAMAG (Per accident) | E | |
| | X | UMBRELLA | | X OCCUR | + | | | | | | EACH OCCURRENC | E | 1,000,000 |
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| | PRO | Y OPRIETOR/PA | RTNER | | /N | | | | | | E.L. EACH ACCIDEN | ıτ | |
| | OFF | ICER/MEMBE | R EXC | | N/A | | | | | | E.L. DISEASE -EA EN | MPLOYEE | |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | | E.L. DISEASE - POLI | CYLIMIT | | | |
| Α | A Employment Practices Liability Insurance | | | | 02 SBM AE2E | ΚZ | 10/21/2019 | 10/21/2020 | Each Claim I Annual Aggrega | | \$25,000 \$25,000 | | |
| | | | | s/LOCATIONS/ ed's Operation | | S (ACOR | D 101, Additional Rem | arks Sc | chedule, may be atta | ched if more space | e is required) | | |
| | | ICATE HO | | | | | | | CANCELLA | TION | | | |
| For I | nfor | mational P | urpos | es | | | | | SHOULD ANY C | F THE ABOVE | DESCRIBED PO | | |
| | | ANDRIVE A CO 8001 | | | | | | | IN ACCORDANCE | E WITH THE PO | E THEREOF, NOT LICY PROVISIONS | 7, | BE DELIVERED |
| | | | | | | | | | AUTHORIZED REPR | ESENTATIVE | | | |
| | | | | | | | | 1 | Sugar J. | Castani | eda | | İ |

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EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office.

PRINT BUYERS INTERNATIONAL, INC.

is a

Corporation

formed or registered on 07/02/1993 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19931068772.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/26/2020 that have been posted, and by documents delivered to this office electronically through 06/30/2020 @ 08:47:30.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/30/2020 @ 08:47:30 in accordance with applicable law. This certificate is assigned Confirmation Number 12436627



Secretary of State of the State of Colorado

***********End of Certificate*********************

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A Centennial, CO 80112

Estimate

| Date | Estimate # |
|-----------|------------|
| 7/14/2020 | 1224 |

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 | 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 |
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| | 10 | tal | |

Phone #

303.693.6878

Email: coxoffice@coxprolandscape.com

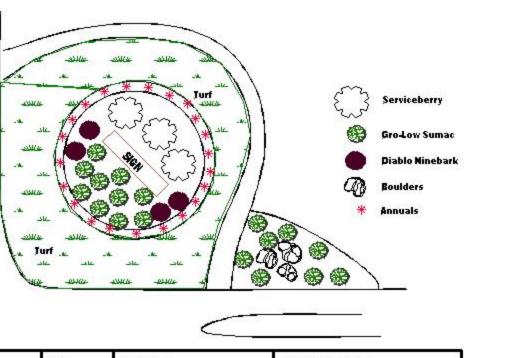
Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A Centennial, CO 80112

Estimate

| Date | Estimate # |
|-----------|------------|
| 7/14/2020 | 1224 |

| Name / Address | Ship To | | |
|---|---------|-------|-------------------|
| High Plains Metro District c/o Summit Management & Consulting 4950 S Yosemite St, F2-506 Greenwood VIllage, CO 80111 | | | |
| | | | |
| | | | Project |
| | | | 2020 Enhancements |
| Description | Qty | U/M | Total |
| This proposal is good for thirty (30) days from the date of issue. 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. 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. Acceptance of Contract By my signature below I do hereby accept this proposal dated as presented. Signature: | | | |
| | | Γotal | \$6,109.73 |
| Phone # Email: coxoffice@coxprolandscape.com | · | | |



Scale: Jandscape Plan: Jandscape Design by: JUM

"Mar - 1" Country Club Park Signage Cox Professional Landscape

Reulsion #: .

Date: 7/14/2020



APPLICATION FOR PAYMENT

aji 覹

arrow - i landscape & design, inc

OWNER: PROJECT:

High Plains Metro District

High Plains Park - Blackstone Sign

61,346.95

2154 E Commons Ave. Suite 2000

Centennial, CO 80122

CONTRACTOR: ARCHITECT:

Arrow J Landscape & Design, Inc. Architerra Group
909 E. 68th Ave. 5881 S Deframe St.
Denver. CO 80229 Littleton. CO 80127

APPLICATION NUMBER: 9

PERIOD TO: 6/30/2020

DISTRIBUTION:

CONTRACTOR ◀

ARCHITECT ◀

File 4

PROJECT NUMBER: 1925

CONTRACT WORK: Landscaping

BILLING REFERENCE: 6872

APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1. ORIGINAL CONTRACT AMOUNT: 1,204,215.00

2. NET CHANGES TO CONTRACT: 22,723.91

3. TOTAL CONTRACT AMOUNT: 1,226,938.91

4. TOTAL COMPLETED AND STORED TO DATE: 1,226,938.91

5. RETAINAGE:

Total Retainage:

 a.
 5.0
 % of Completed Work
 61,346.95

 b.
 5.0
 % of Stored Material
 0.00

6. TOTAL COMPLETED LESS RETAINAGE: 1,165,591.96

7. LESS PREVIOUS APPLICATIONS: 1,072,179.29

8. CURRENT PAYMENT DUE: 93,412.67

9. BALANCE TO FINISH INCLUDING RETAINAGE: 61,346.95

| EXTRA WORK SUMMARY | ADDITIONS | DELETIONS |
|---------------------------------|-----------|-----------|
| Changes From Prev Applications: | 51,369.00 | 10,597.72 |
| Changes From This Application: | 6,152.63 | 24,200.00 |
| Total: | 57,521.63 | 34,797.72 |
| Net Changes: | 22,72 | 23.91 |

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: ______ DATE: 6/29/2020

Chet Jones

USE THIS AREA FOR ANY MISC NOTES OR COMMENTS.

ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

AMOUNT CERTIFIED: \$93,412.67

Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

ARCHITECT: When chate DATE: 7/6/2020

The Amount Certified is payable to the contractor listed above.

PAYMENT APPLICATION DETAIL

APPLICATION NO: 9

FOR PERIOD ENDING: 6/30/2020

FROM: Arrow J Landscape & Design, Inc.

WORK: Landscaping

PROJECT: High Plains Park - Blackstone Sign

No: 1925

| ORK | CATEGORY | | | COMP | | DAL ANCE TO | RETAINAGE | | | |
|-------|--------------------------------------|-----------|---------------|---------------|-------------|-------------|-----------|-------------------|---------|--|
| ltem | Description | Scheduled | Prev. App. | This | App. | Total | | BALANCE TO FINISH | Value | |
| No. | Description | Value | Value | Work In Place | Stored Mat. | Value | % | T IIIIIO | (5.0%) | |
| Α | В | С | D=Prev. (D+E) | E | F | G=D+E+F | L=G/C | H=C-G | I | |
| igh F | Plains Park Renovation | | | | | | | | | |
| 1 | Mobilization | 71,735.60 | 57,388.48 | 14,347.12 | | 71,735.60 | 100% | - | 3,586.7 | |
| 2 | Construction Survey | 6,900.00 | 6,900.00 | - | - | 6,900.00 | 100% | - | 345.0 | |
| 3 | Traffic Control | 2,196.00 | 1,098.00 | 1,098.00 | | 2,196.00 | 100% | - | 109.8 | |
| 4 | Site Preparation And Demolition | 27,806.00 | 27,806.00 | - | - | 27,806.00 | 100% | - | 1,390.3 | |
| 5 | Tree Protection And Retention | 585.00 | 585.00 | - | - | 585.00 | 100% | - | 29.2 | |
| 6 | Erosion And Sediment Control | 10,425.00 | 8,340.00 | 2,085.00 | | 10,425.00 | 100% | - | 521.2 | |
| 7 | Earthwork | 68,083.00 | 59,913.04 | 8,169.96 | | 68,083.00 | 100% | - | 3,404.1 | |
| 8 | Engineered Wood Fiber | 28,130.50 | 28,130.50 | - | - | 28,130.50 | 100% | - | 1,406.5 | |
| 9 | Crusher Fines Pavement 4" | 3,480.00 | 3,480.00 | - | - | 3,480.00 | 100% | - | 174.0 | |
| 10 | 6" Solid PVC Pipe | 2,074.00 | 2,074.00 | - | - | 2,074.00 | 100% | - | 103.7 | |
| 11 | 6" Perforated PVC Pipe | 4,641.00 | 4,641.00 | - | - | 4,641.00 | 100% | - | 232.0 | |
| 12 | 8" Solid PVC Pipe | 2,275.50 | 2,275.50 | - | - | 2,275.50 | 100% | - | 113.7 | |
| 13 | 12" Drain Basin | 4,080.00 | 4,080.00 | - | - | 4,080.00 | 100% | - | 204.0 | |
| 14 | 18" Drain Basin | 1,800.00 | 1,800.00 | - | - | 1,800.00 | 100% | - | 90.0 | |
| 15 | 8" Mitered Basin | 1,962.00 | 1,962.00 | - | - | 1,962.00 | 100% | - | 98. | |
| 16 | Irrigation System Modification | 58,080.00 | 52,272.00 | 5,808.00 | | 58,080.00 | 100% | - | 2,904.0 | |
| 17 | Umbrella | 10,800.00 | 10,800.00 | - | - | 10,800.00 | 100% | - | 540.0 | |
| 18 | Grill | 1,540.00 | 1,540.00 | - | - | 1,540.00 | 100% | - | 77.0 | |
| 19 | Trash Receptacle | 4,110.00 | 4,110.00 | - | - | 4,110.00 | 100% | - | 205. | |
| 20 | Basketball Goal | 4,360.00 | 4,360.00 | - | - | 4,360.00 | 100% | - | 218.0 | |
| 21 | Picnic Table- Round | 10,200.00 | 10,200.00 | - | - | 10,200.00 | 100% | - | 510.0 | |
| 22 | Picnic Table Rectangular | 5,955.00 | 5,955.00 | - | - | 5,955.00 | 100% | - | 297. | |
| 23 | Reset Bike Rack | 150.00 | - | 150.00 | | 150.00 | 100% | - | 7.5 | |
| 24 | Install Shelter Only, Owner Supplied | 13,610.00 | 13,610.00 | - | - | 13,610.00 | 100% | - | 680. | |
| 25 | Basketball Court Striping | 2,900.00 | 2,900.00 | - | - | 2,900.00 | 100% | - | 145.0 | |
| 26 | Soil Preparation | 4,010.40 | 2,005.20 | 2,005.20 | | 4,010.40 | 100% | - | 200.5 | |

| WORK | CATEGORY | | | COMP | LETED WORK | | | BALANCE TO | RETAINAGE |
|------|--|------------|---------------|---------------|-------------|------------|-------|------------|-----------|
| Item | Description | Scheduled | Prev. App. | This | Арр. | Total | | FINISH | Value |
| No. | · · | Value | Value | Work In Place | Stored Mat. | Value | % | | (5.0%) |
| Α | В | С | D=Prev. (D+E) | E | F | G=D+E+F | L=G/C | H=C-G | <u> </u> |
| 27 | Bluegrass Sod | 3,315.00 | - | 3,315.00 | | 3,315.00 | 100% | - | 165.75 |
| 28 | Dryland Seed | 5,220.00 | - | 5,220.00 | | 5,220.00 | 100% | - | 261.00 |
| 29 | Wood Mulch | 27,720.00 | - | 27,720.00 | | 27,720.00 | 100% | - | 1,386.00 |
| 30 | Imperial Honeylocust (2" Cal.) | 4,698.00 | - | 4,698.00 | | 4,698.00 | 100% | - | 234.9 |
| 31 | Glenleven Linden (2" Cal.) | 4,176.00 | - | 4,176.00 | | 4,176.00 | 100% | - | 208.8 |
| 32 | White Oak (2" Cal.) | 3,132.00 | - | 3,132.00 | | 3,132.00 | 100% | - | 156.6 |
| 33 | Baby Blue Eyes Blue Spruce (8' Ht.) | 3,050.00 | - | 3,050.00 | | 3,050.00 | 100% | - | 152.5 |
| 34 | Regent Serviceberry #5 | 648.00 | - | 648.00 | | 648.00 | 100% | - | 32.4 |
| 35 | Mops Mugo Pine #5 | 4,361.00 | - | 4,361.00 | | 4,361.00 | 100% | - | 218.0 |
| 36 | Sea Thrift 'Maritima' #1 | 2,600.40 | - | 2,600.40 | | 2,600.40 | 100% | - | 130.0 |
| 37 | Chocolate Flower #1 | 1,040.00 | - | 1,040.00 | | 1,040.00 | 100% | - | 52.0 |
| 38 | Purple Poppy-Mallow #1 | 1,158.30 | - | 1,158.30 | | 1,158.30 | 100% | - | 57.9 |
| 39 | Maiden Pink #1 | 2,363.00 | - | 2,363.00 | | 2,363.00 | 100% | - | 118.1 |
| 40 | 'Cheyenne Spirit' Coneflower #1 | 928.00 | - | 928.00 | | 928.00 | 100% | - | 46.4 |
| 41 | Russian Sage #1 | 401.50 | - | 401.50 | | 401.50 | 100% | - | 20.0 |
| 42 | Shenandoah Switch Grass #1 | 672.10 | - | 672.10 | | 672.10 | 100% | - | 33.6 |
| 43 | Blue Woolly Speedwell #1 | 657.80 | - | 657.80 | | 657.80 | 100% | - | 32.8 |
| 44 | Concrete Playground Curb | 3,502.00 | 3,502.00 | - | - | 3,502.00 | 100% | - | 175.1 |
| 45 | Concrete Thickened Edge | 4,481.10 | 4,481.10 | - | - | 4,481.10 | 100% | - | 224.0 |
| 46 | Concrete Chase Drain | 12,348.00 | 6,297.48 | 6,050.52 | | 12,348.00 | 100% | - | 617.4 |
| 47 | Concrete Curb Ramp | 8,590.00 | 4,295.00 | 4,295.00 | | 8,590.00 | 100% | - | 429.5 |
| 48 | Concrete Playground Ramp | 2,038.00 | 2,038.00 | - | - | 2,038.00 | 100% | - | 101.9 |
| 49 | Concrete Pavement | 44,887.50 | 44,887.50 | - | - | 44,887.50 | 100% | - | 2,244.3 |
| 50 | Concrete Pavement- Sandscape | 66,983.25 | 66,983.25 | - | - | 66,983.25 | 100% | - | 3,349.1 |
| 51 | Concrete Pavement- Post Tensioned | 47,560.00 | 44,706.40 | 2,853.60 | | 47,560.00 | 100% | - | 2,378.0 |
| 52 | Structural Concrete- Shelter Column/Foundation | 10,026.00 | 10,026.00 | - | - | 10,026.00 | 100% | - | 501.3 |
| 53 | Structural Concrete- Stairs | 3,044.00 | 3,044.00 | - | - | 3,044.00 | 100% | - | 152.2 |
| 54 | Structural Concrete- Cheek Wall | 5,080.00 | 5,080.00 | - | - | 5,080.00 | 100% | - | 254.0 |
| 55 | Structural Concrete- Seatwall/Seat Steps (colored) | 195,039.00 | 195,039.00 | - | - | 195,039.00 | 100% | - | 9,751.9 |
| 56 | Precast Concrete Cap | 5,100.00 | 5,100.00 | - | - | 5,100.00 | 100% | - | 255.0 |
| 57 | Manufactured Stone Veneer | 8,760.00 | 8,760.00 | _ | - | 8,760.00 | 100% | - | 438.0 |

| NORK CATEGORY | | | | BALANCE TO | RETAINA | | | | |
|---------------|--|-----------|---------------|---------------|-------------|-----------|-------|--------|----------|
| Item | Description | Scheduled | Prev. App. | This | | Total | | FINISH | Value |
| No. | <u> </u> | Value | Value | Work In Place | Stored Mat. | Value | % | 11-0.0 | (5.0%) |
| Α | В | С | D=Prev. (D+E) | E . | F | G=D+E+F | L=G/C | H=C-G | <u> </u> |
| 58 | Hand Rail | 4,875.00 | 4,875.00 | - | - | 4,875.00 | 100% | - | 243. |
| 59 | Electrical System | 46,250.00 | 46,250.00 | - | - | 46,250.00 | 100% | - | 2,312 |
| Blacks | stone Sign | | | | | | | | |
| 60 | Mobilization | 42,150.00 | 42,150.00 | - | - | 42,150.00 | 100% | - | 2,107 |
| 61 | Construction Survey | 3,025.00 | 3,025.00 | _ | - | 3,025.00 | 100% | - | 151 |
| 62 | Traffic Control | 2,790.00 | 2,790.00 | - | - | 2,790.00 | 100% | - | 139 |
| 63 | Site Prep And Demolition | 5,190.00 | 5,190.00 | - | - | 5,190.00 | 100% | - | 259 |
| 64 | Erosion And Sediment Control | 4,440.00 | 4,440.00 | - | - | 4,440.00 | 100% | - | 222 |
| 65 | Earthwork | 5,450.00 | 5,450.00 | - | - | 5,450.00 | 100% | - | 272 |
| 66 | Soil Preparation | 810.00 | 810.00 | - | - | 810.00 | 100% | - | 40 |
| 67 | Bluegrass Sod | 3,071.00 | 3,071.00 | - | - | 3,071.00 | 100% | - | 153 |
| 68 | Native Seed | 2,070.00 | 2,070.00 | - | - | 2,070.00 | 100% | - | 103 |
| 69 | Landscape Edger | 387.20 | 387.20 | - | - | 387.20 | 100% | - | 19 |
| 70 | Erosion Control Blanket | 208.00 | 208.00 | - | - | 208.00 | 100% | - | 10 |
| 71 | Spring Snow Crab Apple (2.5" Cal.) | 1,142.00 | 1,142.00 | - | - | 1,142.00 | 100% | - | 57 |
| 72 | Blue Fortune Agastache | 332.20 | 332.20 | - | - | 332.20 | 100% | - | 16 |
| 73 | Sunset Hyssop | 643.50 | 643.50 | - | - | 643.50 | 100% | - | 32 |
| 74 | Flying Saucer Grandiflora | 408.00 | 408.00 | - | - | 408.00 | 100% | - | 20 |
| 75 | Torch Lily | 686.40 | 686.40 | - | - | 686.40 | 100% | - | 34 |
| 76 | Ozark Sundrops | 357.50 | 357.50 | - | - | 357.50 | 100% | - | 17 |
| 77 | Russian Sage | 1,170.00 | 1,170.00 | - | - | 1,170.00 | 100% | - | 58 |
| 78 | Mugo Mops Pine | 712.00 | 712.00 | - | - | 712.00 | 100% | - | 35 |
| 79 | Goldmound Spirea | 949.00 | 949.00 | - | - | 949.00 | 100% | - | 47 |
| 80 | Tanager Gazania | 286.00 | 286.00 | - | - | 286.00 | 100% | - | 14 |
| 81 | Purple Coneflower | 384.25 | 384.25 | - | - | 384.25 | 100% | - | 19 |
| 82 | Structural Concrete- Grey | 20,040.00 | 20,040.00 | - | - | 20,040.00 | 100% | - | 1,002 |
| 83 | Structural Concrete- Colored | 32,832.00 | 32,832.00 | - | - | 32,832.00 | 100% | - | 1,641 |
| 84 | Manufactured Stone Veneer | 33,637.50 | 33,637.50 | - | - | 33,637.50 | 100% | - | 1,681 |
| 85 | Brick Veneer | 14,157.00 | 14,157.00 | - | - | 14,157.00 | 100% | - | 707 |
| 86 | Manufactured Stone Sill | 10,312.50 | 10,312.50 | _ | - | 10,312.50 | 100% | _ | 515 |
| 87 | Precast Concrete Wall Cap N(4"x1'-6"x3') | 5,000.00 | 5,000.00 | _ | - | 5,000.00 | 100% | _ | 250 |

Page 4 of 5

| WORK | CATEGORY | | | COMP | LETED WORK | | | BALANCE TO | RETAINAGE |
|--------|--|--------------|-----------------------|---------------|-------------|--------------|-------|------------|------------|
| Item | Description | Scheduled | Prev. App. | This | Арр. | Total | | FINISH | Value |
| No. | | Value | Value | Work In Place | Stored Mat. | Value | % | | (5.0%) |
| A | В | С | D =Prev. (D+E) | E | F | G=D+E+F | L=G/C | H=C-G | <u> </u> |
| 88 | Precast Concrete Cap (4"x13"x3") | 4,450.00 | 4,450.00 | - | - | 4,450.00 | 100% | - | 222.50 |
| 89 | Precast Concrete Cap (column) | 33,800.00 | 33,800.00 | - | - | 33,800.00 | 100% | - | 1,690.00 |
| 90 | Precast Concrete Ledger (column) | 7,400.00 | 7,400.00 | - | - | 7,400.00 | 100% | - | 370.00 |
| 91 | Finial | 6,050.00 | 6,050.00 | - | - | 6,050.00 | 100% | - | 302.50 |
| 92 | Irrigation System Modification | 12,170.00 | 12,170.00 | - | - | 12,170.00 | 100% | - | 608.50 |
| 93 | Signage/Lighting | 61,110.00 | 61,110.00 | - | - | 61,110.00 | 100% | - | 3,055.50 |
| ► CHAN | GE ORDER #1 | | | | | | | | |
| 1 | Blackstone Sign Rolled Lintel | 3,900.00 | 3,900.00 | - | - | 3,900.00 | 100% | - | 195.00 |
| 2 | Increased Shelter Structure Install | 4,884.00 | 4,884.00 | - | - | 4,884.00 | 100% | - | 244.20 |
| 3 | Sub Stucco From Exposed Colored Concrete On Sign | (2,007.72) | (2,007.72) | - | - | (2,007.72) | 100% | - | (100.39) |
| 4 | Playground Boundary Expansion | 360.00 | 360.00 | - | - | 360.00 | 100% | - | 18.00 |
| 5 | Relocate City Irrigation Mainline | 16,080.00 | 16,080.00 | - | - | 16,080.00 | 100% | - | 804.00 |
| 6 | Credit Concrete Curb Ramp | (8,590.00) | (4,295.00) | (4,295.00) | | (8,590.00) | 100% | - | (429.50) |
| 7 | Revised Concrete Curb Ramp | 19,170.00 | 11,502.00 | 7,668.00 | | 19,170.00 | 100% | - | 958.50 |
| 8 | Pickleball Court Striping | 1,140.00 | 1,140.00 | - | - | 1,140.00 | 100% | - | 57.00 |
| ► CHAN | GE ORDER #2 | | | | | | | | |
| 1 | Net Change in Plant Material At Sign | 3,585.00 | 3,585.00 | - | - | 3,585.00 | 100% | - | 179.25 |
| 2 | Stucco Back of Sign | 2,250.00 | 2,250.00 | - | - | 2,250.00 | 100% | - | 112.50 |
| ► CHAN | GE ORDER #3 | | | | | | | | |
| 1 | Dowel Into Basketball Court | 674.63 | - | 674.63 | | 674.63 | 100% | - | 33.73 |
| 2 | New Bike Rack | 558.00 | - | 558.00 | | 558.00 | 100% | - | 27.90 |
| 3 | Electrical Power to Irrigation Controller | 4,404.00 | - | 4,404.00 | | 4,404.00 | 100% | - | 220.20 |
| 4 | Irrigation ∀alve For Existing Area | 516.00 | - | 516.00 | | 516.00 | 100% | - | 25.80 |
| 5 | Credit Wood Mulch at Contract Unit Price | (24,200.00) | - | (24,200.00) | | (24,200.00) | 100% | - | (1,210.00) |
| | Total Base Contract Work: | 1,204,215.00 | 1,091,211.50 | 113,003.50 | - | 1,204,215.00 | 100% | | 60,210.75 |
| | Total Extra Work: | 22,723.91 | 37,398.28 | (14,674.37) | | 22,723.91 | 100% | | 1,136.20 |
| | GRAND TOTAL: | 1,226,938.91 | 1,128,609.78 | 98,329.13 | | 1,226,938.91 | 100% | - | 61,346.95 |

File <

APPLICATION FOR PAYMENT arrow - j landscape & design, inc OWNER: DISTRIBUTION: PROJECT: **APPLICATION NUMBER: 10 Retention**

High Plains Park - Blackstone Sign High Plains Metro District 2154 E Commons Ave.

PERIOD TO: 7/31/2020

CONTRACTOR **◄** ARCHITECT ◀

Centennial, CO 80122 **PROJECT NUMBER: 1925**

Arrow J Landscape & Design, Inc. Architerra Group CONTRACT WORK: Landscaping

Denver, CO 80229 Littleton, CO 80127 BILLING REFERENCE:

5881 S Deframe St.

APPLICATION FOR PAYMENT - SUMMARY

Refer to continuation sheets attached for detailed breakdown.

1,204,215.00 1. ORIGINAL CONTRACT AMOUNT:

ARCHITECT:

22,723,91 2. NET CHANGES TO CONTRACT:

3. TOTAL CONTRACT AMOUNT: 1.226.938.91

4. TOTAL COMPLETED AND STORED TO DATE: 1,226,938.91

5. RETAINAGE:

Suite 2000

CONTRACTOR:

909 E. 68th Ave.

0 % of Completed Work 0.00 0 % of Stored Material 0.00 Total Retainage: 0.00

6. TOTAL COMPLETED LESS RETAINAGE: 1,226,938.91

7. LESS PREVIOUS APPLICATIONS: 1.165.591.96

61,346.95 8. CURRENT PAYMENT DUE:

9. BALANCE TO FINISH INCLUDING RETAINAGE:

| EXTRA WORK SUMMARY | ADDITIONS | DELETIONS |
|---------------------------------|-----------|-----------|
| Changes From Prev Applications: | 57,521.63 | 34,797.72 |
| Changes From This Application: | - | - |
| Total: | 57,521.63 | 34,797.72 |
| Net Changes: | 22,72 | 23.91 |

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

DATE: 6/29/2020 CONTRACTOR:

USE THIS AREA FOR ANY MISC NOTES OR COMMENTS.

ARCHITECT'S CERTIFICATION:

The Architect hereby confirms that based on site observations & to the best of his/her knowledge, this payment application accurately reflects the progression of work and that this work meets contract requirements sufficient enough to justify payment in the amount certified below:

\$61,346.95 AMOUNT CERTIFIED:

Provide explanation below or attached if amount certified does not match this application amount. Initial all figures & markups to agree with certified amount.

DATE: 7/6/2020 ARCHITECT: Menne chute

The Amount Certified is payable to the contractor listed above.

PAYMENT APPLICATION DETAIL

APPLICATION NO: 10
FOR PERIOD ENDING: 7/31/2020

FROM: Arrow J Landscape & Design, Inc.

WORK: Landscaping

PROJECT: High Plains Park - Blackstone Sign

NO: 1925

| ORK | CATEGORY | | | COMP | | DAL ANCE TO | RETAINAGE | | |
|--------|--------------------------------------|-----------|---------------|---------------|-------------|-------------|-----------|-------------------|-------|
| Item | Description | Scheduled | Prev. App. | This | App. | Total | | BALANCE TO FINISH | Value |
| No. | Description | Value | Value | Work In Place | Stored Mat. | Value | % | Tildion | (=0%) |
| Α | В | С | D=Prev. (D+E) | E | F | G=D+E+F | L=G/C | H=C-G | 1 |
| ligh F | Plains Park Renovation | | | | | | | | |
| 1 | Mobilization | 71,735.60 | 71,735.60 | _ | - | 71,735.60 | 100% | - | |
| 2 | Construction Survey | 6,900.00 | 6,900.00 | - | - | 6,900.00 | 100% | - | |
| 3 | Traffic Control | 2,196.00 | 2,196.00 | - | - | 2,196.00 | 100% | - | |
| 4 | Site Preparation And Demolition | 27,806.00 | 27,806.00 | - | - | 27,806.00 | 100% | - | |
| 5 | Tree Protection And Retention | 585.00 | 585.00 | - | - | 585.00 | 100% | - | |
| 6 | Erosion And Sediment Control | 10,425.00 | 10,425.00 | - | - | 10,425.00 | 100% | - | |
| 7 | Earthwork | 68,083.00 | 68,083.00 | - | - | 68,083.00 | 100% | - | |
| 8 | Engineered Wood Fiber | 28,130.50 | 28,130.50 | - | - | 28,130.50 | 100% | - | |
| 9 | Crusher Fines Pavement 4" | 3,480.00 | 3,480.00 | - | - | 3,480.00 | 100% | - | |
| 10 | 6" Solid PVC Pipe | 2,074.00 | 2,074.00 | - | - | 2,074.00 | 100% | - | |
| 11 | 6" Perforated PVC Pipe | 4,641.00 | 4,641.00 | - | - | 4,641.00 | 100% | - | |
| 12 | 8" Solid PVC Pipe | 2,275.50 | 2,275.50 | - | - | 2,275.50 | 100% | - | |
| 13 | 12" Drain Basin | 4,080.00 | 4,080.00 | - | - | 4,080.00 | 100% | - | |
| 14 | 18" Drain Basin | 1,800.00 | 1,800.00 | - | - | 1,800.00 | 100% | - | |
| 15 | 8" Mitered Basin | 1,962.00 | 1,962.00 | - | - | 1,962.00 | 100% | - | |
| 16 | Irrigation System Modification | 58,080.00 | 58,080.00 | - | - | 58,080.00 | 100% | - | |
| 17 | Umbrella | 10,800.00 | 10,800.00 | - | - | 10,800.00 | 100% | - | |
| 18 | Grill | 1,540.00 | 1,540.00 | - | - | 1,540.00 | 100% | - | |
| 19 | Trash Receptacle | 4,110.00 | 4,110.00 | - | - | 4,110.00 | 100% | - | |
| 20 | Basketball Goal | 4,360.00 | 4,360.00 | - | - | 4,360.00 | 100% | - | |
| 21 | Picnic Table- Round | 10,200.00 | 10,200.00 | - | - | 10,200.00 | 100% | - | |
| 22 | Picnic Table Rectangular | 5,955.00 | 5,955.00 | - | - | 5,955.00 | 100% | - | |
| 23 | Reset Bike Rack | 150.00 | 150.00 | - | - | 150.00 | 100% | - | |
| 24 | Install Shelter Only, Owner Supplied | 13,610.00 | 13,610.00 | - | - | 13,610.00 | 100% | - | |
| 25 | Basketball Court Striping | 2,900.00 | 2,900.00 | - | - | 2,900.00 | 100% | - | |
| 26 | Soil Preparation | 4,010.40 | 4,010.40 | _ | - | 4,010.40 | 100% | _ | |

Page 2 of 5

| WORK CATEGORY | | | | COMP | LETED WORK | | | BALANCE TO | RETAINAGE |
|---------------|--|------------|---------------|---------------|-------------|------------|-------|------------|-----------|
| Item | Description | Scheduled | Prev. App. | This / | Арр. | Total | | FINISH | Value |
| No. | | Value | Value | Work In Place | Stored Mat. | Value | % | | (=0%) |
| Α | В | С | D=Prev. (D+E) | E | F | G=D+E+F | L=G/C | H=C-G | <u> </u> |
| 27 | Bluegrass Sod | 3,315.00 | 3,315.00 | | | 3,315.00 | 100% | - | - |
| 28 | Dryland Seed | 5,220.00 | 5,220.00 | - | - | 5,220.00 | 100% | - | - |
| 29 | Wood Mulch | 27,720.00 | 27,720.00 | - | - | 27,720.00 | 100% | - | - |
| 30 | Imperial Honeylocust (2" Cal.) | 4,698.00 | 4,698.00 | - | - | 4,698.00 | 100% | - | - |
| 31 | Glenleven Linden (2" Cal.) | 4,176.00 | 4,176.00 | - | - | 4,176.00 | 100% | - | - |
| 32 | White Oak (2" Cal.) | 3,132.00 | 3,132.00 | - | - | 3,132.00 | 100% | - | - |
| 33 | Baby Blue Eyes Blue Spruce (8' Ht.) | 3,050.00 | 3,050.00 | - | - | 3,050.00 | 100% | - | - |
| 34 | Regent Serviceberry #5 | 648.00 | 648.00 | - | - | 648.00 | 100% | - | - |
| 35 | Mops Mugo Pine #5 | 4,361.00 | 4,361.00 | - | - | 4,361.00 | 100% | - | - |
| 36 | Sea Thrift 'Maritima' #1 | 2,600.40 | 2,600.40 | - | - | 2,600.40 | 100% | - | - |
| 37 | Chocolate Flower #1 | 1,040.00 | 1,040.00 | - | - | 1,040.00 | 100% | - | - |
| 38 | Purple Poppy-Mallow #1 | 1,158.30 | 1,158.30 | - | - | 1,158.30 | 100% | - | - |
| 39 | Maiden Pink #1 | 2,363.00 | 2,363.00 | - | - | 2,363.00 | 100% | - | - |
| 40 | 'Cheyenne Spirit' Coneflower #1 | 928.00 | 928.00 | - | - | 928.00 | 100% | - | - |
| 41 | Russian Sage #1 | 401.50 | 401.50 | - | - | 401.50 | 100% | - | - |
| 42 | Shenandoah Switch Grass #1 | 672.10 | 672.10 | - | - | 672.10 | 100% | - | - |
| 43 | Blue Woolly Speedwell #1 | 657.80 | 657.80 | - | - | 657.80 | 100% | - | - |
| 44 | Concrete Playground Curb | 3,502.00 | 3,502.00 | - | - | 3,502.00 | 100% | - | - |
| 45 | Concrete Thickened Edge | 4,481.10 | 4,481.10 | - | - | 4,481.10 | 100% | - | - |
| 46 | Concrete Chase Drain | 12,348.00 | 12,348.00 | - | - | 12,348.00 | 100% | - | - |
| 47 | Concrete Curb Ramp | 8,590.00 | 8,590.00 | - | - | 8,590.00 | 100% | - | - |
| 48 | Concrete Playground Ramp | 2,038.00 | 2,038.00 | - | - | 2,038.00 | 100% | - | - |
| 49 | Concrete Pavement | 44,887.50 | 44,887.50 | - | - | 44,887.50 | 100% | - | - |
| 50 | Concrete Pavement- Sandscape | 66,983.25 | 66,983.25 | - | - | 66,983.25 | 100% | - | - |
| 51 | Concrete Pavement- Post Tensioned | 47,560.00 | 47,560.00 | - | - | 47,560.00 | 100% | - | - |
| 52 | Structural Concrete- Shelter Column/Foundation | 10,026.00 | 10,026.00 | - | - | 10,026.00 | 100% | - | - |
| 53 | Structural Concrete- Stairs | 3,044.00 | 3,044.00 | - | - | 3,044.00 | 100% | - | - |
| 54 | Structural Concrete- Cheek Wall | 5,080.00 | 5,080.00 | - | - | 5,080.00 | 100% | - | - |
| 55 | Structural Concrete- Seatwall/Seat Steps (colored) | 195,039.00 | 195,039.00 | - | - | 195,039.00 | 100% | - | - |
| 56 | Precast Concrete Cap | 5,100.00 | 5,100.00 | - | - | 5,100.00 | 100% | - | - |
| 57 | Manufactured Stone Veneer | 8,760.00 | 8,760.00 | - | - | 8,760.00 | 100% | - | - |

| WORK CATEGORY | | | | COMPLETED WORK | | | | | |
|---------------|--|-----------|-----------------------|----------------|-------------|-----------|-------|-------------------|----------|
| Item | Description | Scheduled | Prev. App. | This | Арр. | Total | | BALANCE TO FINISH | Value |
| No. | | Value | Value | Work In Place | Stored Mat. | Value | % | | (=0%) |
| Α | В | С | D =Prev. (D+E) | E | F | G=D+E+F | L=G/C | H=C-G | <u> </u> |
| 58 | Hand Rail | 4,875.00 | 4,875.00 | - | - | 4,875.00 | 100% | - | |
| 59 | Electrical System | 46,250.00 | 46,250.00 | - | - | 46,250.00 | 100% | - | |
| Blacks | stone Sign | | | | | | | | |
| 60 | Mobilization | 42,150.00 | 42,150.00 | _ | - | 42,150.00 | 100% | - | |
| 61 | Construction Survey | 3,025.00 | 3,025.00 | _ | - | 3,025.00 | 100% | - | |
| 62 | Traffic Control | 2,790.00 | 2,790.00 | _ | - | 2,790.00 | 100% | - | |
| 63 | Site Prep And Demolition | 5,190.00 | 5,190.00 | _ | - | 5,190.00 | 100% | - | |
| 64 | Erosion And Sediment Control | 4,440.00 | 4,440.00 | _ | - | 4,440.00 | 100% | - | |
| 65 | Earthwork | 5,450.00 | 5,450.00 | _ | - | 5,450.00 | 100% | - | |
| 66 | Soil Preparation | 810.00 | 810.00 | _ | - | 810.00 | 100% | - | |
| 67 | Bluegrass Sod | 3,071.00 | 3,071.00 | _ | - | 3,071.00 | 100% | - | |
| 68 | Native Seed | 2,070.00 | 2,070.00 | _ | - | 2,070.00 | 100% | - | |
| 69 | Landscape Edger | 387.20 | 387.20 | _ | - | 387.20 | 100% | - | |
| 70 | Erosion Control Blanket | 208.00 | 208.00 | _ | - | 208.00 | 100% | - | |
| 71 | Spring Snow Crab Apple (2.5" Cal.) | 1,142.00 | 1,142.00 | _ | - | 1,142.00 | 100% | - | |
| 72 | Blue Fortune Agastache | 332.20 | 332.20 | - | - | 332.20 | 100% | - | |
| 73 | Sunset Hyssop | 643.50 | 643.50 | - | - | 643.50 | 100% | - | |
| 74 | Flying Saucer Grandiflora | 408.00 | 408.00 | _ | - | 408.00 | 100% | - | |
| 75 | Torch Lily | 686.40 | 686.40 | _ | - | 686.40 | 100% | - | |
| 76 | Ozark Sundrops | 357.50 | 357.50 | - | - | 357.50 | 100% | - | |
| 77 | Russian Sage | 1,170.00 | 1,170.00 | _ | - | 1,170.00 | 100% | - | |
| 78 | Mugo Mops Pine | 712.00 | 712.00 | _ | - | 712.00 | 100% | - | |
| 79 | Goldmound Spirea | 949.00 | 949.00 | - | - | 949.00 | 100% | - | |
| 80 | Tanager Gazania | 286.00 | 286.00 | - | - | 286.00 | 100% | - | |
| 81 | Purple Coneflower | 384.25 | 384.25 | - | - | 384.25 | 100% | - | |
| 82 | Structural Concrete- Grey | 20,040.00 | 20,040.00 | - | - | 20,040.00 | 100% | - | |
| 83 | Structural Concrete- Colored | 32,832.00 | 32,832.00 | - | - | 32,832.00 | 100% | - | |
| 84 | Manufactured Stone Veneer | 33,637.50 | 33,637.50 | - | - | 33,637.50 | 100% | - | |
| 85 | Brick Veneer | 14,157.00 | 14,157.00 | - | - | 14,157.00 | 100% | - | |
| 86 | Manufactured Stone Sill | 10,312.50 | 10,312.50 | _ | - | 10,312.50 | 100% | _ | |
| 87 | Precast Concrete Wall Cap N(4"x1'-6"x3') | 5,000.00 | 5,000.00 | _ | - | 5,000.00 | 100% | _ | |

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| WORK | CATEGORY | | | COMF | LETED WORK | | | BALANCE TO | RETAINAGE |
|--------|--|--------------|---------------|---------------|-------------|-----------------|-------|------------|-----------|
| Item | Description | Scheduled | Prev. App. | This | Арр. | Total | | FINISH | Value |
| No. | · · | Value | Value | Work In Place | Stored Mat. | Value | % | | (=0%) |
| A | В | С | D=Prev. (D+E) | E | F | G =D+E+F | L=G/C | H=C-G | <u> </u> |
| 88 | Precast Concrete Cap (4"x13"x3") | 4,450.00 | 4,450.00 | _ | - | 4,450.00 | 100% | - | - |
| 89 | Precast Concrete Cap (column) | 33,800.00 | 33,800.00 | - | - | 33,800.00 | 100% | - | - |
| 90 | Precast Concrete Ledger (column) | 7,400.00 | 7,400.00 | _ | - | 7,400.00 | 100% | - | - |
| 91 | Finial | 6,050.00 | 6,050.00 | - | - | 6,050.00 | 100% | - | - |
| 92 | Irrigation System Modification | 12,170.00 | 12,170.00 | - | - | 12,170.00 | 100% | - | - |
| 93 | Signage/Lighting | 61,110.00 | 61,110.00 | - | - | 61,110.00 | 100% | - | - |
| ► CHAI | NGE ORDER #1 | | | | | | | | |
| 1 | Blackstone Sign Rolled Lintel | 3,900.00 | 3,900.00 | _ | - | 3,900.00 | 100% | _ | _ |
| 2 | Increased Shelter Structure Install | 4,884.00 | 4,884.00 | _ | - | 4,884.00 | 100% | _ | _ |
| 3 | Sub Stucco From Exposed Colored Concrete On Sign | (2,007.72) | (2,007.72) | _ | - | (2,007.72) | 100% | - | - |
| 4 | Playground Boundary Expansion | 360.00 | 360.00 | _ | - | 360.00 | 100% | - | - |
| 5 | Relocate City Irrigation Mainline | 16,080.00 | 16,080.00 | _ | - | 16,080.00 | 100% | - | - |
| 6 | Credit Concrete Curb Ramp | (8,590.00) | (8,590.00) | - | - | (8,590.00) | 100% | - | - |
| 7 | Revised Concrete Curb Ramp | 19,170.00 | 19,170.00 | - | - | 19,170.00 | 100% | - | - |
| 8 | Pickleball Court Striping | 1,140.00 | 1,140.00 | - | - | 1,140.00 | 100% | - | - |
| ► CHAI | NGE ORDER #2 | | | | | | | | |
| 1 | Net Change in Plant Material At Sign | 3,585.00 | 3,585.00 | _ | - | 3,585.00 | 100% | _ | _ |
| 2 | Stucco Back of Sign | 2,250.00 | 2,250.00 | - | - | 2,250.00 | 100% | - | - |
| ► CHAI | NGE ORDER #3 | | | | | | | | |
| 1 | Dowel Into Basketball Court | 674.63 | 674.63 | _ | _ | 674.63 | 100% | _ | _ |
| 2 | New Bike Rack | 558.00 | 558.00 | _ | _ | 558.00 | 100% | _ | _ |
| 3 | Electrical Power to Irrigation Controller | 4,404.00 | 4,404.00 | _ | - | 4,404.00 | 100% | _ | _ |
| 4 | Irrigation ∀alve For Existing Area | 516.00 | 516.00 | _ | - | 516.00 | 100% | _ | _ |
| 5 | Credit Wood Mulch at Contract Unit Price | (24,200.00) | (24,200.00) | - | - | (24,200.00) | 100% | - | - |
| | Total Base Contract Work: | 1,204,215.00 | 1,204,215.00 | | | 1,204,215.00 | 100% | - | |
| | Total Extra Work: | 22,723.91 | 22,723.91 | _ | | 22,723.91 | 100% | | |
| | GRAND TOTAL: | | 1,226,938.91 | _ | | 1,226,938.91 | 100% | | |

HIGH PLAINS METROPOLITAN DISTRICT 2019 ANNUAL REPORT

HIGH PLAINS METROPOLITAN DISTRICT 2019 ANNUAL REPORT TO THE CITY OF AURORA

Pursuant to Section VIII of the Second Amended and Restated Service Plan for High Plains Metropolitan District (the "**District**"), approved July 26, 2010 (the "**Service Plan**"), the District is required to provide an annual report to the City of Aurora (the "**City**") with regard to the following matters:

For the year ending December 31, 2019, the District makes the following report:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.

There were no boundary changes made or proposed to the District's boundary in 2019.

2. Intergovernmental Agreements with other governmental entities, either entered into or proposed as of December 31 of the prior year.

There were no new Intergovernmental Agreements entered into or proposed in 2019.

3. Copies of the District's rules and regulations, if any as of December 31 of the prior year.

The District's Rules and Regulations are posted on the District's website: www.highplainsmetro.org

4. A summary of any litigation which involves the District's Public Improvements as of December 31 of the prior year.

To our actual knowledge, based on review of the court records in Arapahoe County, Colorado, there is no litigation involving the District's Public Improvements as of December 31, 2019.

5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.

The District began construction of a monument sign on the southeast corner of East Smoky Hill Parkway and South Powhaton Road during 2019

The District also began renovation of the community park located near the intersection of East Clifton Drive and South Country Club Parkway during 2019.

.

6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.

The District did not dedicate any Public Improvements to the City during 2019.

7. The assessed valuation of the District for the current year.

The District received a certification from the Arapahoe County Assessor that reports assessed valuation of the District of \$40,877,691 for 2019.

8. Current year budget including a description of the Public Improvements to be constructed.

A copy of the District's 2020 Budget is attached hereto as **Exhibit A**.

In 2020, the District plans to complete construction of the monument sign and renovation of the community park. In addition, the District plans on renovating the entryway to the community located at East Smoky Hill Parkway and South Country Club Parkway.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

A copy of the District's 2019 Audit is attached hereto as **Exhibit B**.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

There were no uncured events of default by the District, which continued beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay their obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

None.

EXHIBIT A

2020 Budget



Accountants' Compilation Report

Board of Directors High Plains Metropolitan District

Management is responsible for the accompanying budget of revenues, expenditures, and fund balances of High Plains Metropolitan District for the year ending December 31, 2020, including the estimate of comparative information for the year ended December 31, 2019, and the actual comparative information for the year ended December 31, 2018, in the format prescribed by Colorado Revised Statutes (C.R.S.) 29-1-105 and the related summary of significant assumptions in accordance with guidelines for the presentation of a budget established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the accompanying budget.

The budgeted results may not be achieved as there will usually be differences between the budgeted and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. We assume no responsibility to update this report for events and circumstances occurring after the date of this report.

We draw attention to the summary of significant assumptions which describe that the budget is presented in accordance with the requirements of C.R.S. 29-1-105, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

We are not independent with respect to High Plains Metropolitan District.

Greenwood Village, Colorado

Clifton Larson allen LLG

January 13, 2020



HIGH PLAINS METROPOLITAN DISTRICT SUMMARY 2020 BUDGET

WITH 2018 ACTUAL AND 2019 ESTIMATED For the Years Ended and Ending December 31,

| | ACTUAL | | E | STIMATED | | BUDGET |
|---|--------|----------------------|----|----------------------|----------|-----------|
| | | 2018 | | 2019 | | 2020 |
| | | | | | | |
| BEGINNING FUND BALANCES | \$ | 2,673,861 | \$ | 3,472,183 | \$ | 4,374,411 |
| DEVENILE | | | | | | |
| REVENUES Property taxes | | 1,892,446 | | 2,275,770 | | 2,702,547 |
| Specific ownership taxes | | 137,694 | | 172,000 | | 162,153 |
| Interest income | | 73,560 | | 105,964 | | 45,500 |
| Operations fee (homeowners) | | 501,871 | | 445,000 | | 551,100 |
| Operations fee (vacant lots) | | 130,634 | | 56,916 | | 28,272 |
| Working capital | | - | | 64,000 | | 80,000 |
| Design review fees | | 4,560 | | 5,000 | | 5,000 |
| Legal collection fees | | 918 | | 5,000 | | 6,000 |
| Violations and late fees | | - | | 5,000 | | 5,000 |
| Other revenue | | 44,640 | | 8,485 | | 2,000 |
| Total revenues | | 2,786,323 | | 3,143,135 | | 3,587,572 |
| | | , , | | | | -,,- |
| TRANSFERS IN | | 815,000 | | 852,043 | | 950,000 |
| | | 0.10,000 | | 00=,010 | | |
| Total funds available | | 6,275,184 | | 7,467,361 | | 8,911,983 |
| EXPENDITURES | | | | | | |
| General Fund | | 179,626 | | 165,806 | | 237,000 |
| Debt Service Fund | | 1,143,117 | | 1,180,960 | | 1,322,000 |
| Capital Projects Fund | | 65,305 | | 226,506 | | 2,285,000 |
| Operations Fee Fund | | 543,719 | | 629,340 | | 809,000 |
| Capital Projects Fund - Regional Improvement Fund | | 56,234 | | 38,295 | | 45,242 |
| Total expenditures | | 1,988,001 | | 2,240,907 | | 4,698,242 |
| | | | | | | |
| TRANSFERS OUT | | 815,000 | | 852,043 | | 950,000 |
| | | | | | | |
| Total expenditures and transfers out | | | | | | |
| requiring appropriation | | 2,803,001 | | 3,092,950 | | 5,648,242 |
| ENDING FUND BALANCES | \$ | 3,472,183 | \$ | 4,374,411 | \$ | 3,263,741 |
| | _ | | _ | | <u>_</u> | |
| EMERGENCY RESERVE | \$ | 39,700 | \$ | 51,800 | \$ | 60,000 |
| AVAILABLE FOR OPERATIONS | | 536,867 | | 802,618 | | 923,059 |
| SERIES 2017 SURPLUS FUND | | 1,000,000 | | 1,042,125 | | 1,042,125 |
| CAPITAL PROJECTS RESERVE TOTAL RESERVE | Φ | 250,000 1,826,567 | \$ | 250,000 2,146,543 | \$ | 350,000 |
| IOTAL RESERVE | \$ | 1,020,007 | Ф | 2,140,543 | Φ | 2,375,184 |

HIGH PLAINS METROPOLITAN DISTRICT PROPERTY TAX SUMMARY INFORMATION 2020 BUDGET

WITH 2018 ACTUAL AND 2019 ESTIMATED For the Years Ended and Ending December 31,

| | ACTUAL | ESTIMATED | BUDGET |
|---|-------------------------|---------------------|------------------|
| | 2018 | 2019 | 2020 |
| ASSESSED VALUATION | | | |
| Residential | \$ 23,240,759 | \$ 27,725,282 | \$ 34,657,743 |
| Commercial | 1,821,374 | 1,852,338 | 1,828,612 |
| State assessed | 217,320 | 374,650 | 194,010 |
| Vacant land | 3,383,438 | 4,965,820 | 4,197,326 |
| Certified Assessed Value | \$ 28,662,891 | \$ 34,918,090 | \$ 40,877,691 |
| MILL LEVY | | | |
| General Debt Service | 20.000 45.000 | 30.000 35.000 | 30.000 35.000 |
| Capital Projects - Regional Improvement | 1.105 | 35.000 1.105 | 35.000 1.113 |
| , , , | | | |
| Total mill levy | 66.105 | 66.105 | 66.113 |
| PROPERTY TAXES | | | • |
| General | \$ 573,258 | \$ 1,047,543 | |
| Debt Service | 1,289,830 31,672 | 1,222,133 38,584 | 1,430,719 |
| Capital Projects - Regional Improvement | 31,072 | 30,364 | 45,497 |
| Levied property taxes | 1,894,760 | 2,308,260 | 2,702,547 |
| Adjustments to actual/rounding | (2,314) | | - |
| Refunds and abatements | | (32,490) | - |
| Budgeted property taxes | \$ 1,892,446 | \$ 2,275,770 | \$ 2,702,547 |
| | | | |
| BUDGETED PROPERTY TAXES General | \$ 572,558 | \$ 1,032,798 | \$ 1,226,331 |
| Debt Service | 1,288,255 | 1,204,931 | 1,430,719 |
| Capital Projects - Regional Improvement | 31,633 | 38,041 | 45,497 |
| | \$ 1,892,446 | \$ 2,275,770 | \$ 2,702,547 |
| | Ψ 1,002, 110 | Ψ <u> </u> | Ψ 2,102,071 |

HIGH PLAINS METROPOLITAN DISTRICT GENERAL FUND 2020 BUDGET

WITH 2018 ACTUAL AND 2019 ESTIMATED For the Years Ended and Ending December 31,

1/13/20

| | ACTUAL | | ESTIMATED | | E | BUDGET |
|--------------------------------------|----------|-----------|-----------|-----------|----|-----------|
| | 2018 | | 2019 | | | 2020 |
| BEGINNING FUND BALANCE | \$ | 871,313 | \$ | 557,267 | \$ | 836,818 |
| REVENUES | | | | | | |
| Property taxes | | 572,558 | | 1,032,798 | | 1,226,331 |
| Specific ownership taxes | | 41,659 | | 82,000 | | 76,310 |
| Interest income | | 21,723 | | 21,963 | | 8,000 |
| Other revenue | | 44,640 | | 1,972 | | 2,000 |
| Total revenues | | 680,580 | | 1,138,733 | | 1,312,641 |
| TRANSFERS IN | | | | | | |
| Transfers from other funds | | - | | 6,624 | | _ |
| Total funds available | | 1,551,893 | | 1,702,624 | | 2,149,459 |
| EXPENDITURES | | | | | | |
| General and administrative | | | | | | |
| Accounting | | 42,516 | | 50,000 | | 51,000 |
| Audit | | 4,950 | | 4,950 | | 4,950 |
| County Treasurer's fee | | 8,597 | | 15,492 | | 18,395 |
| Directors' fees | | 3,800 | | 4,200 | | 6,000 |
| Director and meeting expense | | 2,341 | | 2,000 | | 2,500 |
| Election expense | | 1,452 | | - | | 25,000 |
| Insurance | | 26,211 | | 24,577 | | 40,000 |
| Legal | | 83,743 | | 60,000 | | 60,000 |
| Engineering | | | | 578 | | - |
| Miscellaneous | | 5,725 | | 2,100 | | 2,000 |
| Payroll taxes | | 291 | | 321 | | 459 |
| Website | | - | | 1,588 | | 1,500 |
| Contingency | | 170.606 | | 165.006 | | 25,196 |
| Total expenditures | | 179,626 | | 165,806 | | 237,000 |
| TRANSFERS OUT | | | | | | |
| Transfers to other fund | | 815,000 | | 700,000 | | 950,000 |
| Total expenditures and transfers out | | | | | | |
| requiring appropriation | | 994,626 | | 865,806 | | 1,187,000 |
| ENDING FUND BALANCE | \$ | 557,267 | \$ | 836,818 | \$ | 962,459 |
| EMERGENCY RESERVE | \$ | 20,400 | \$ | 34,200 | \$ | 39,400 |
| AVAILABLE FOR OPERATIONS | Ψ | 536,867 | Ψ | 802,618 | Ψ | 923,059 |
| TOTAL RESERVE | \$ | 557,267 | \$ | 836,818 | \$ | 962,459 |
| | <u> </u> | 00.,207 | Ψ | 555,515 | Ψ | 002, 100 |

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

HIGH PLAINS METROPOLITAN DISTRICT OPERATIONS FEE FUND 2020 BUDGET

WITH 2018 ACTUAL AND 2019 ESTIMATED For the Years Ended and Ending December 31,

1/13/20

| | ACTUAL | ESTIMATED | BUDGET |
|--------------------------------------|------------|------------|---------------------------------------|
| | 2018 | 2019 | 2020 |
| | | | |
| BEGINNING FUND BALANCE | \$ 240,375 | \$ 353,600 | \$ 310,176 |
| REVENUES | | | |
| Interest income | 3,961 | 5,000 | 9,000 |
| Operations fee (homeowners) | 501,871 | 445,000 | 551,100 |
| Operations fee (vacant lots) | 130,634 | 56,916 | 28,272 |
| Working capital | - | 64,000 | 80,000 |
| Design review fees | 4,560 | 5,000 | 5,000 |
| Legal collection fees | 918 | 5,000 | 6,000 |
| Violations and late fees | 310 | 5,000 | 5,000 |
| | | | |
| Total revenues | 641,944 | 585,916 | 684,372 |
| TRANSFERS IN | | | |
| Transfers from other funds | 15,000 | - | - |
| | | | |
| Total funds available | 897,319 | 939,516 | 994,548 |
| EXPENDITURES | | | |
| Operations and maintenance | | | |
| Community activities | 2,122 | 10,000 | 10,000 |
| Contingency | - | - | 8,915 |
| Design review | 4,600 | 5,110 | 5,000 |
| Facilities management - contract | 37,163 | 36,000 | 38,000 |
| Facilities management - costs | 9,183 | 11,000 | 10,000 |
| Legal - collections | 2,843 | 6,000 | 6,000 |
| Telephone/Wi-Fi/Cable | 510 | - | - |
| Landscape maintenance | | | |
| Flowers | 8,563 | 45,145 | 45,000 |
| Irrigation repairs and improvements | 27,912 | 48,000 | 40,000 |
| Landscape improvements | 43,759 | 62,000 | 100,000 |
| Landscape maintenance - contract | 172,985 | 129,085 | 129,085 |
| Tree and shrub replacement | 58,936 | 25,000 | 100,000 |
| Grounds & park maintenance | | | |
| Grounds maintenance | 7,162 | 12,000 | 25,000 |
| Holiday lighting | 141 | 20,000 | 20,000 |
| Lighting | 19,588 | 7,500 | 10,000 |
| Playground inspection and repairs | - | 12,000 | 10,000 |
| Snow removal | - | 10,000 | 12,000 |
| Vandalism | - | 2,000 | 2,000 |
| Utilites | | | |
| Gas and electric | 6,752 | 7,500 | 10,000 |
| Trash removal | 87,541 | 96,000 | 103,000 |
| Water - irrigation | 53,959 | 85,000 | 125,000 |
| Total expenditures | 543,719 | 629,340 | 809,000 |
| - | | | |
| Total expenditures and transfers out | F 40 T 4 T | 200 2 1 7 | 222 222 |
| requiring appropriation | 543,719 | 629,340 | 809,000 |
| ENDING FUND BALANCE | \$ 353,600 | \$ 310,176 | \$ 185,548 |
| EMERGENCY RESERVE | \$ 19,300 | \$ 17,600 | \$ 20,600 |
| TOTAL RESERVE | \$ 19,300 | \$ 17,600 | \$ 20,600 |
| | , | , | · · · · · · · · · · · · · · · · · · · |

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

HIGH PLAINS METROPOLITAN DISTRICT DEBT SERVICE FUND 2020 BUDGET

WITH 2018 ACTUAL AND 2019 ESTIMATED For the Years Ended and Ending December 31,

| | ACTUAL 2018 | ESTIMATED 2019 | BUDGET 2020 |
|--|------------------------------|------------------------------|------------------------------|
| BEGINNING FUND BALANCE | \$ 1,082,285 | \$ 1,360,847 | \$ 1,527,818 |
| REVENUES Property taxes | 1,288,255 | 1,204,931 | 1,430,719 |
| Specific ownership taxes Interest income | 93,733 39,691 | 90,000 | 85,843 24,000 |
| Total revenues | 1,421,679 | 1,347,931 | 1,540,562 |
| Total funds available | 2,503,964 | 2,708,778 | 3,068,380 |
| EXPENDITURES Debt Service | | | |
| Bond interest - Series 2017 | 1,123,325 | 1,123,325 | 1,121,925 |
| Bond principal - Series 2017 County Treasurer's fee | 19,342 | 35,000 18,074 | 175,000 21,461 |
| Paying agent fees | 450 | 450 | 450 |
| Contingency | | 4,111 | 3,164 |
| Total expenditures | 1,143,117 | 1,180,960 | 1,322,000 |
| Total expenditures and transfers out | | | |
| requiring appropriation | 1,143,117 | 1,180,960 | 1,322,000 |
| ENDING FUND BALANCE | \$ 1,360,847 | \$ 1,527,818 | \$ 1,746,380 |
| SERIES 2017 SURPLUS FUND TOTAL RESERVE | \$ 1,000,000 \$ 1,000,000 | \$ 1,042,125 \$ 1,042,125 | \$ 1,042,125 \$ 1,042,125 |

HIGH PLAINS METROPOLITAN DISTRICT CAPITAL PROJECTS FUND 2020 BUDGET

WITH 2018 ACTUAL AND 2019 ESTIMATED For the Years Ended and Ending December 31,

| | ACTUAL | | ESTIMATED | | E | BUDGET |
|--------------------------------------|----------|-----------|-----------|-----------|----|-----------|
| | <u> </u> | 2018 | | 2019 | | 2020 |
| BEGINNING FUND BALANCE | \$ | 308,510 | \$ | 1,048,428 | \$ | 1,699,854 |
| REVENUES | | | | | | |
| Interest income | | 5,223 | | 26,000 | | 4,500 |
| Other revenue | | - | | 6,513 | | - |
| Total revenues | | 5,223 | | 32,513 | | 4,500 |
| TRANSFERS IN | | | | | | |
| Transfers from other funds | | 800,000 | | 845,419 | | 950,000 |
| Total funds available | | 1,113,733 | | 1,926,360 | | 2,654,354 |
| EXPENDITURES | | | | | | |
| Capital Projects | | | | | | |
| Legal | | - | | 6,506 | | - |
| Entryways | | - | | 55,000 | | 400,000 |
| Medians | | - | | - | | 250,000 |
| Monumentation | | - | | 75,000 | | 320,000 |
| Park Improvements | | 65,305 | | 90,000 | | 1,315,000 |
| Total expenditures | | 65,305 | | 226,506 | | 2,285,000 |
| Total expenditures and transfers out | | | | | | |
| requiring appropriation | | 65,305 | | 226,506 | | 2,285,000 |
| ENDING FUND BALANCE | \$ | 1,048,428 | \$ | 1,699,854 | \$ | 369,354 |
| CAPITAL PROJECTS RESERVE | \$ | 250,000 | \$ | 250,000 | \$ | 350,000 |
| TOTAL RESERVE | \$ | 250,000 | \$ | 250,000 | \$ | 350,000 |

HIGH PLAINS METROPOLITAN DISTRICT CAPITAL PROJECTS - REGIONAL IMPROVEMENT FUND 2020 BUDGET

WITH 2018 ACTUAL AND 2019 ESTIMATED For the Years Ended and Ending December 31,

| | ACTUAL 2018 | | ESTIMATED 2019 | | В | SUDGET 2020 |
|--|----------------|---------|----------------|---------|----|----------------|
| BEGINNING FUND BALANCE | \$ | 171,378 | \$ | 152,041 | \$ | (255) |
| REVENUES | | 04.000 | | 20.044 | | 45 407 |
| Property taxes - Regional mill levy | | 31,633 | | 38,041 | | 45,497 |
| Specific ownership taxes - Regional mill levy Interest income | | 2,302 | | 1 | | - |
| interest income | | 2,962 | | • | | |
| Total revenues | | 36,897 | | 38,042 | | 45,497 |
| Total funds available | | 208,275 | | 190,083 | | 45,242 |
| EXPENDITURES Capital Projects | | | | | | |
| County Treasurer fees - Regional mill levy | | 475 | | 571 | | 682 |
| Regional mill levy - Payment to SARIA | | 55,759 | | 37,724 | | 44,560 |
| Total expenditures | | 56,234 | | 38,295 | | 45,242 |
| TRANSFERS OUT | | | | | | |
| Transfers to other fund | | - | | 152,043 | | - |
| Total expenditures and transfers out requiring appropriation | | 56,234 | | 190,338 | | 45,242 |
| ENDING FUND BALANCE | \$ | 152,041 | \$ | (255) | \$ | - |

HIGH PLAINS METROPOLITANDISTRICT 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 METROPOLITANDISTRICT 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 METROPOLITANDISTRICT 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.

This information is an integral part of the accompanying budget.

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

\$27,415,000
General Obligation Refunding Bonds
Series 2017
Dated June 6, 2017

Rates ranging from 2.375% to 5.000%

Bonds and Interest
Maturing in the Year

Interest Payable June 1 and December 1
Principal Due December 1

| Maturing in the Year | Principal Due December 1 | | | | | | | |
|----------------------|--------------------------|-----------|----|------------|----|------------|--|--|
| Ending December 31, | F | 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 | | |
| | \$ 2 | 7,380,000 | \$ | 20,468,900 | \$ | 47,848,900 | | |
| | | | | | | | | |

EXHIBIT B

2019 Audit

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: |
| June 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.
- VII. Irrigation Systems-
- -Parts and supplies acquisition for irrigation system projects approved by BOD.
- -Flushing and screen replacement project completed.
- -Filtration project in process. Filter installation complete with the concrete pad and enclosure still to be completed.
- -Inspection of mainlines for leaks completed.
- -Inspection of zones for damage from snow removal started with repairs as needed.
- 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 | In process. Filters installed. Concrete pads and boxes still in process. |
| Irrigation System- Station valves for annual beds project. | Spring | Complete. |

General Comments

<Status Here>

MANAGEMENT REPORT HIGH PLAINS METROPOLITAN DISTRICT BOARD OF DIRECTORS MEETING

The next Metro Board of Directors meeting will be on **Thursday**, **July 29**, **2020 at 6:00 p.m.** via Teleconference.

1. ITEMS COMPLETED

- A. Community/covenant drives have been completed for July 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 June & July.
- 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. Naming the Park: Management sent out an email blast asking for owners to come up with creative names for the parks within the community. Two emails were received with name options (included) and one owner responded stating that the Board should consider having names just put out there and let owners vote on which ones they like better. This has been completed.
- G. Community Survey for Committees and Priorities has been resent to owners.
- H. Action Item Spreadsheet Created sent to Board and Legal for review.
- I. DRC Variance Request:
 - None
- A. Cox Proposal:
 - Phase 1 Tree Planting Proposal Approved.
- J. Covenant Enforcement: None
- I. Management Directives: All Completed

II. ITEMS PENDING

- A. 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.
- 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.
- 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.

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 Powhaten (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 Powhaten 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 Powhaten 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. Community Survey Results & Creation of Committees
- C. Median Walkways Ownership and Maintenance
- D. Removal of "On Behalf of the Board of Directors" from the DRC letters.
- E. **Punch lists for:** Renovated Park & Smokey Hill Entrance Project.
- F. DRC Variance Request/Violation:
 - None.
- G. Cox Proposal:
 - None.

V. CURRENT CONTRACTS

The following is a list of the current contracts:

High Plains Metro District Contracts

| SERVICE | COMPANY | RATE E | 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)

HIGH PLAINS METROPOLITAN DISTRICT

ON-GOING CAPITAL PROJECTS

• Monument Sign

- o Final Punch List Completed on July 20th
- o Final Payment Ratified on July 29th

• Country Club Park Improvements (S. Country Club Pkwy & E. Clifton Drive)

- o Final Punch List Completed on July 20th
- o Final Payment Ratified on July 29th

• Sign at Country Club Park (S. Country Club Pkwy & E. Clifton Drive)

- o 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.
- o Landscape Committee is working on reviewing a proposal from Cox Landscaping for landscaping improvements around the large park name sign.

• Canyon Park (S. Blackstone Pkwy & E. Canyon Place)

o Creative Visions will provide a proposal to install a small sign displaying park location and rules.

• Hilltop Park (S. Valleyhead Way & Alder Dr.)

- o Acceptance of ownership, operations, and maintenance of Hilltop Park is being negotiated as part of Termination, Acknowledgment and Release Agreement
- o 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)

- o Substantial Completion and walk through held on July 13th
- Punch List from Consilium Design sent on July 14th
- o Irrigation punch list sent on July 23rd
- Contractor notified Consilium Design that punch list items (landscaping and irrigation) have been completed on July 27th
- Consilium Design scheduling final walk through

- Notice of Final Payment has been published
- o 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

- o Creative Visions has installed "Blackstone" signs on columns at almost all entryways in 2019.
- Creative Visions will install "Blackstone" signs on the columns at the intersection of Monaghan Road and East Mineral Place after the columns are installed

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

- 1. <u>Intent of District</u>. 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. <u>Enforcement Policy</u>. 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. <u>Investigation</u>. 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. <u>Enforcement Process for Continuous Violations</u>. 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. 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. [What if the violation is cured but the fine not 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. <u>Continuous Violation</u>. 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. <u>Enforcement Process for Repetitious Violations</u>. 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. <u>Hearings</u>

- 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. <u>Decision</u>. 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

1336.0007; 1056801 4

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. <u>Fine Schedule.</u> The following fine schedule is adopted for any and all violations of the Governing Documents.

Continuous Violations:

Notice of Continuous Violation:\$50.00First Notice of Ongoing Violation:\$75.00Second 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. <u>Violations or Offenses that Constitute a Present Danger</u>. 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. <u>Waiver of Fines and Other Amounts</u>. 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. <u>Legal Action</u>. 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. <u>Foreclosure of Lien</u>. 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. <u>Deviations</u>. The District may deviate from the procedures set forth herein if, in its sole discretion, such deviation is reasonable under the circumstances.
- 14. <u>Amendment</u>. 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. <u>Payment</u>. 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. <u>Severability</u>. 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. <u>Prior Resolutions</u>. This Resolution shall supersede and replace in its entirety the Prior Resolution addressing the enforcement of the Governing Documents adopted by the Board.
- 18. <u>Effective Date</u>. This Resolution shall become effective immediately, and shall supersede in its entirety any prior resolution.

Signature page follows.

| ADOPTED this day of July, 2 | 2020. |
|--|---|
| | HIGH PLAINS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado |
| ATTEST: | Officer of the District |
| APPROVED AS TO FORM: | |
| WHITE BEAR ANKELE TANAKA & WA Attorneys at Law | ALDRON |

General Counsel to the District

Activity Report High Plains Metropolitan District

| Category | SubCategory | Total Start | Created | Escalated | ReOpened | Closed | OnHold | Total End |
|----------------------|--|-------------|---------|-----------|----------|--------|--------|-----------|
| Animals & Pets | Noise | 0 | 2 | 0 | 0 | 2 | 0 | 0 |
| Animals & Pets | Chickens | 0 | 1 | 1 | 0 | 1 | 0 | 0 |
| Architectural | Awning | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Architectural | Exterior Painting | 0 | 1 | 0 | 0 | 1 | 0 | 0 |
| Architectural | Temporary Structures, Playscapes and Equipment | 0 | 1 | 0 | 0 | 1 | 0 | 0 |
| Architectural | Landscaping | 0 | 1 | 1 | 0 | 1 | 0 | 0 |
| Architectural | Other / Multiple Items | 0 | 1 | 1 | 0 | 1 | 0 | 0 |
| Architectural | Installing without Approval | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Architectural | Trampoline | 1 | 0 | 0 | 0 | 1 | 0 | 0 |
| Architectural | Shed | .1 | 0 | 0 | 0 | 1 | 0 | 0 |
| Decorations | Holiday Lights | 0 | 1 | 0 | 0 | 1 | 0 | 0 |
| Decorations | Holiday Decorations | 0 | 16 | 1 | 0 | 16 | 0 | 0 |
| encing | Appearance | 0 | 1 | 1 | 0 | 1 | 0 | 0 |
| encing | Materials | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Hazardous Activities | General | 0 | 1 | 0 | 0 | 1 | 0 | 0 |
| mproper Use | Nuisance | 0 | 1_ | 0 | 0 | 1 | 0 | 0 |
| andscaping | Installing item(s) without Approval | 4 | 30 | 11 | 0 | 22 | 0 | 12 |
| andscaping | Dead Tree(s) | 17 | 86 | 37 | 1 | 90 | 0 | 13 |
| andscaping | Missing Required Landscape | 7 | 6 | 5 | 2 | 7 | 0 | 6 |
| andscaping | Dead shrubs/plant material | 1 | 52 | 16 | 4 | 41 | 0 | 12 |
| andscaping | Dead Grass | 0 | 13 | 1 | 1 | 10 | 0 | 3 |
| andscaping | Weeding | 0 | 195 | 43 | 40 | 134 | 0 | 61 |
| andscaping | Prune Shrubs | 0 | 2 | 0 | 0 | 2 | 0 | 0 |
| andscaping | Mowing and Weeding | 0 | 12 | 2 | 4 | 9 | 0 | 3 |
| andscaping | Mowing, Weeding, and Dead Grass | 0 | 2 | 2 | 0 | 1 | 0 | 1 |
| andscaping | Dead Grass & Weeding | 0 | 1 | 1 | 0 | 0 | 0 | 1 |
| andscaping | General Yard Maintenance | 0 | 13 | 5 | 1 | 11 | 0 | 2 |
| andscaping | Mowing | 0 | 13 | 1 | 3 | 12 | 0 | 1 |
| andscaping | Watering | 0 | 54 | 3 | 0 | 35 | 0 | 19 |
| andscaping | Mowing, Edging and Weeding | 0 | 3 | 1 | 0 | 2 | 0 | 1 |
| andscaping | Missing the required 50% bed coverage in back yard | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| Maintenance | Repair Garage Door | 0 | 2 | 1 | 0 | 1 | 0 | 1 |
| Maintenance | Garage Windows | 0 | 1 | 0 | 0 | 1 | 0 | 0 |
| Maintenance | Paint/Clean Garage Door | 0 | 8 | 2 | 0 | 8 | 0 | 0 |
| Maintenance | House Painting | 0 | 7 | 5 | 0 | 3 | 0 | 4 |
| Maintenance | House Trim Painting | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Maintenance | House Numbers | 0 | 1 | 0 | 0 | 0 | 0 | |
| Maintenance | General | 1 | 1 | 0 | | | | 1 |
| aubbish and Debris | Trash Can Visible | 17 | 126 | | 0 | 2 | 0 | 0 |
| subbish and Debris | Construction Materials | 0 | | 15 | 19 | 135 | 0 | 13 |
| tubbish and Debris | Recycle Bin Visible | | 5 | 1 | 0 | 2 | 0 | 3 |
| Rubbish and Debris | Branches | 0 | 4 | 1 | 0 | 4 | 0 | 0 |
| Rubbish and Debris | Unstored Trash | 0 | 1 | 0 | 0 | 1 | 0 | 0 |
| igns | | 0 | 4 | 0 | 0 | 2 | 0 | 2 |
| | Advertising | 0 | 3 | 0 | 0 | 3 | 0 | 0 |
| ports Equipment | Trampoline | 0 | 1 | 0 | 0 | 0 | 0 | 1 |

| Unsightly | Storage Pod | 0 | 2 | 0 | 0 | 2 | 0 | 0 |
|-----------------|--------------------------------|---|----|---|---|---|---|---|
| Unsightly | Appliances | 0 | 1 | 0 | 0 | 1 | 0 | 0 |
| Unsightly | Oil Stains | 0 | 4 | 2 | 0 | 4 | 0 | 0 |
| Unsightly | General | 1 | 9 | 1 | 0 | 9 | 0 | 1 |
| Vehicle Parking | Recreational Vehicles/Trailers | 0 | 2 | 0 | 1 | 2 | 0 | 0 |
| Vehicle Parking | Vehicle Repair | 0 | 1 | 1 | 0 | 1 | 0 | 0 |
| Vehicle Parking | Camper | 0 | 1 | 0 | 0 | 1 | 0 | 0 |
| Vehicle Parking | Inoperable Vehicle | 0 | 2 | 0 | 1 | 2 | 0 | 0 |
| Vehicle Parking | RV | 0 | 3 | 1 | 1 | 3 | 0 | 0 |
| Vehicle Parking | VTA | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Vehicle Parking | Boat | 0 | 2 | 1 | 0 | 1 | 0 | 1 |
| Vehicle Parking | Trailer | 0 | 10 | 0 | 0 | 9 | 0 | 1 |
| Vehicle Parking | Cargo Trailer | 0 | 4 | 0 | 2 | 5 | 0 | 0 |
| | | | | | | | | |

HIGH PLAINS METROPOLITAN DISTRICT FINANCIAL STATEMENTS JUNE 30, 2020

HIGH PLAINS METROPOLITAN DISTRICT BALANCE SHEET - GOVERNMENTAL FUNDS JUNE 30, 2020

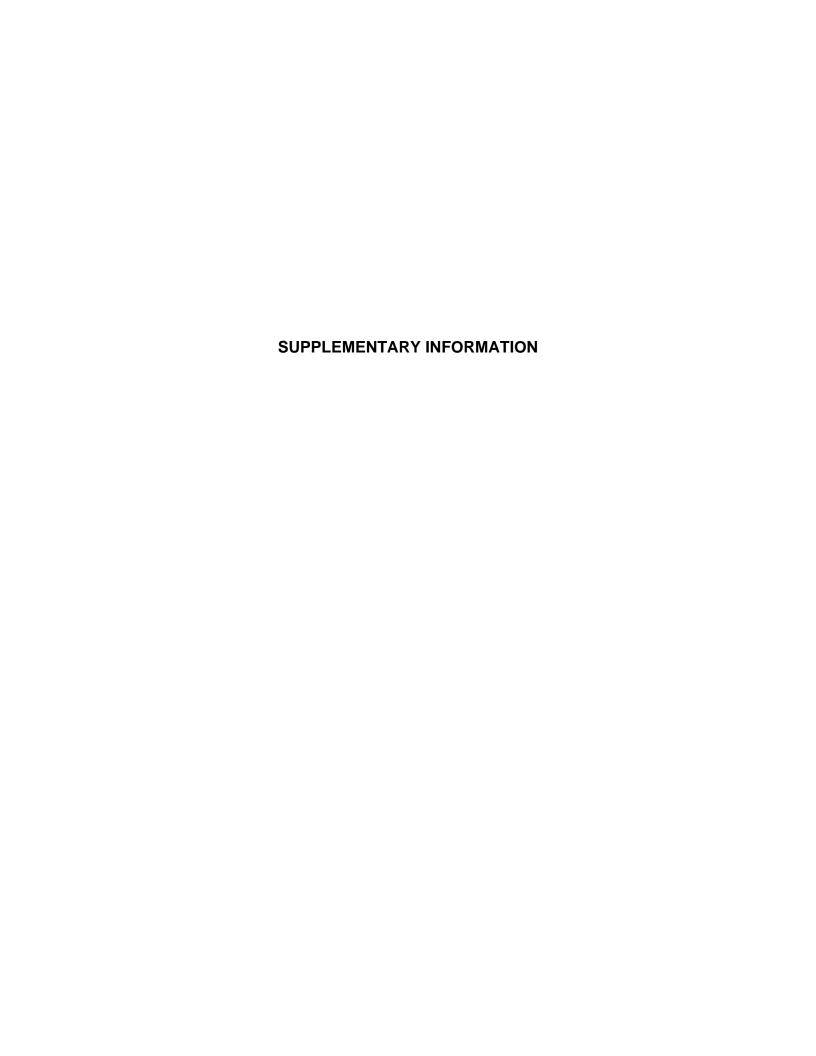
| | General | 0 | perations Fee | _ | ebt Service GO Bonds | bt Service Revenue | Capital Projects | P R | Capital rojects - legional provement | Total |
|-------------------------------------|-----------------|----|------------------|----|-------------------------|---------------------------|---------------------|--------|---|-----------------|
| ASSETS | | | | | | | | | | |
| 1st Bank | \$ 6,018 | \$ | 57,161 | \$ | - | \$ - | \$ - | \$ | - | \$ 63,179 |
| Colotrust | 1,492,525 | | 375,518 | | 2,554,905 | 12,789 | 268,626 | | 7,168 | 4,711,531 |
| Accounts receivable | - | | 63,990 | | - | - | - | | - | 63,990 |
| Receivable from Century Communities | 1,000 | | - | | - | - | - | | - | 1,000 |
| Receivable from County Treasurer | 458,130 | | - | | 534,139 | - | - | | 16,688 | 1,008,957 |
| TOTAL ASSETS | \$ 1,957,673 | \$ | 496,669 | \$ | 3,089,044 | \$ 12,789 | \$ 268,626 | \$ | 23,856 | \$ 5,848,657 |
| LIABILITIES AND FUND BALANCES | | | | | | | | | | |
| LIABILITIES | | | | | | | | | | |
| Accounts payable | \$ 17,324 | \$ | 71,739 | \$ | - | \$ - | \$ 5,194 | \$ | - | \$ 94,257 |
| Prepaid assessments | - | | 90,208 | | - | - | - | | - | 90,208 |
| Retainage payable | - | | - | | - | - | 56,430 | | - | 56,430 |
| Due to Beacon Point | - | | - | | - | 12,789 | - | | <u>-</u> | 12,789 |
| Due to SARIA | - | | - | | - | - | - | | 23,856 | 23,856 |
| Development fees payable | | | _ | | 668,500 | | | | _ | 668,500 |
| TOTAL LIABILITIES | 17,324 | | 161,947 | | 668,500 | 12,789 | 61,624 | | 23,856 | 946,040 |
| FUND BALANCES | | | | | | | | | | |
| Fund balances | 1,940,349 | | 334,722 | | 2,420,544 | | 207,002 | | <u>-</u> | 4,902,617 |
| TOTAL LIABILITIES AND | | | | | | | | | | |
| FUND BALANCES | \$ 1,957,673 | \$ | 496,669 | \$ | 3,089,044 | \$ 12,789 | \$ 268,626 | \$ | 23,856 | \$ 5,848,657 |

GENERAL FUND

| | Annual Budget | Y | ear to Date Actual | Variance | Prior Year to Date Actual |
|--|----------------------|----|-----------------------|-------------------|---------------------------------|
| REVENUES | | | | | |
| Property taxes | \$ 1,226,331 | \$ | 1,213,304 | \$ (13,027) \$ | 1,036,270 |
| Specific ownership taxes | 76,310 | | 41,423 | (34,887) | 41,401 |
| Interest income | 8,000 | | 3,828 | (4,172) | 10,268 |
| Other revenue | 2,000 | | - | (2,000) | 1,972 |
| TOTAL REVENUES | 1,312,641 | | 1,258,555 | (54,086) | 1,089,911 |
| EXPENDITURES | | | | | |
| Accounting | 51,000 | | 24,325 | 26,675 | 20,250 |
| Audit | 4,950 | | - | 4,950 | - |
| County Treasurer's fee | 18,395 | | 18,202 | 193 | 15,545 |
| Directors' fees | 6,000 | | 2,700 | 3,300 | 2,000 |
| Director and meeting expense | 2,500 | | 1,015 | 1,485 | 979 |
| Insurance | 40,000 | | 26,932 | 13,068 | 24,577 |
| Legal | 60,000 | | 54,423 | 5,577 | 41,267 |
| Engineering | - 0.000 | | 4 400 | - | 15,813 |
| Miscellaneous | 2,000 459 | | 1,138 245 | 862 214 | 1,616 |
| Payroll taxes | 25,000 | | 39,224 | (14,224) | 153 |
| Election expense Website | 1,500 | | 150 | 1,350 | - 1,588 |
| Contingency | 25,196 | | - | 25,196 | 1,566 |
| TOTAL EXPENDITURES | 237,000 | | 168,354 | 68,646 | 123,788 |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | 1,075,641 | | 1,090,201 | 14,560 | 966,123 |
| OTHER FINANCING SOURCES (USES) | | | | | |
| Transfers to other fund | (950,000) | | | 950,000 | |
| TOTAL OTHER FINANCING SOURCES (USES) | (950,000) | | | 950,000 | <u>-</u> |
| NET CHANGE IN FUND BALANCES | 125,641 | | 1,090,201 | 964,560 | 966,123 |
| FUND BALANCES - BEGINNING | 836,818 | | 850,148 | 13,330 | 557,264 |
| FUND BALANCES - ENDING | \$ 962,459 | \$ | 1,940,349 | \$ 977,890 \$ | 1,523,387 |
| | | | | | |

OPERATIONS FEE FUND

| | Annual Budget | | er to Date Actual | Variance | | Prior Year to Date Actual | |
|-------------------------------------|------------------|----|----------------------|----------|-----------|---------------------------------|---------|
| REVENUES | _ | | | | | | |
| Interest income | \$ 9,000 | \$ | 1,438 | \$ | (7,562) | \$ | 2,511 |
| Operations fee (homeowners) | 551,100 | | 258,012 | | (293,088) | | 269,573 |
| Operations fee (vacant lots) | 28,272 | | 20,646 | | (7,626) | | 34,224 |
| Working capital | 80,000 | | 27,000 | | (53,000) | | - |
| Design review fees | 5,000 | | 2,010 | | (2,990) | | 2,360 |
| Legal collection fees | 6,000 | | 3,313 | | (2,687) | | 781 |
| Violations and late fees | 5,000 | | - | | (5,000) | | 545 |
| TOTAL REVENUES | 684,372 | | 312,419 | | (371,953) | | 309,994 |
| EXPENDITURES | | | | | | | |
| Legal - collections | 6,000 | | 7,650 | | (1,650) | | - |
| Miscellaneous | - | | 600 | | (600) | | - |
| Community activities | 10,000 | | - | | 10,000 | | 760 |
| Design review | 5,000 | | 3,235 | | 1,765 | | 2,230 |
| Facilities management - contract | 38,000 | | 22,050 | | 15,950 | | 20,193 |
| Facilities management - costs | 10,000 | | 4,582 | | 5,418 | | 5,665 |
| Flowers | 45,000 | | 16,432 | | 28,568 | | 43,485 |
| Irrigation repairs and improvements | 40,000 | | 17,089 | | 22,911 | | 14,299 |
| Landscape maintenance - contract | 129,085 | | 60,633 | | 68,452 | | 58,269 |
| Landscape improvements | 100,000 | | 107,477 | | (7,477) | | 5,884 |
| Tree and shrub replacement | 100,000 | | 5,260 | | 94,740 | | 300 |
| Gas and electric | 10,000 | | 3,364 | | 6,636 | | 4,676 |
| Trash removal | 103,000 | | 63,621 | | 39,379 | | 47,323 |
| Water - irrigation | 125,000 | | 4,454 | | 120,546 | | 2,831 |
| Grounds maintenance | 25,000 | | 10,062 | | 14,938 | | 6,344 |
| Holiday lighting | 20,000 | | 1,692 | | 18,308 | | 200 |
| Lighting | 10,000 | | 1,634 | | 8,366 | | 925 |
| 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 | 809,000 | | 330,005 | | 478,995 | | 219,349 |
| NET CHANGE IN FUND BALANCES | (124,628) | | (17,586) | | 107,042 | | 90,645 |
| FUND BALANCES - BEGINNING | 310,176 | | 352,308 | | 42,132 | | 353,600 |
| FUND BALANCES - ENDING | \$ 185,548 | \$ | 334,722 | \$ | 149,174 | \$ | 444,245 |



DEBT SERVICE - GO BONDS FUND

| | Annual Budget | Υ | Year to Date Actual | | | | Variance | Y | Prior ear to Date Actual |
|------------------------------|----------------------|----|------------------------|----|----------|----|-----------|---|--------------------------------|
| REVENUES | | | | | | | | | |
| Property taxes | \$ 1,430,719 | \$ | 1,415,524 | \$ | (15,195) | \$ | 1,208,463 | | |
| Specific ownership taxes | 85,843 | | 47,199 | | (38,644) | | 46,586 | | |
| Interest income | 24,000 | | 9,273 | | (14,727) | | 26,884 | | |
| TOTAL REVENUES | 1,540,562 | | 1,471,996 | | (68,566) | | 1,281,933 | | |
| EXPENDITURES | | | | | | | | | |
| County Treasurer's fee | 21,461 | | 21,236 | | 225 | | 18,128 | | |
| 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 | | <u>-</u> | | |
| TOTAL EXPENDITURES | 1,322,000 | | 582,649 | | 739,351 | | 580,241 | | |
| NET CHANGE IN FUND BALANCES | 218,562 | | 889,347 | | 670,785 | | 701,692 | | |
| FUND BALANCES - BEGINNING | 1,527,818 | | 1,531,197 | | 3,379 | | 1,360,847 | | |
| FUND BALANCES - ENDING | \$ 1,746,380 | \$ | 2,420,544 | \$ | 674,164 | \$ | 2,062,539 | | |

DEBT SERVICE - REVENUE FUND

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

CAPITAL PROJECTS FUND

| | Annual Budget | Year to Date Actual | Variance | Prior Year to Date Actual |
|---|------------------|------------------------|--------------|---------------------------------|
| REVENUES | | | | |
| Interest income | \$ 4,500 | \$ 5,367 | \$ 867 | \$ 13,187 |
| Other revenue | - | - | - | 6,513 |
| TOTAL REVENUES | 4,500 | 5,367 | 867 | 19,700 |
| EXPENDITURES | | | | |
| Monumentation | 320,000 | 246,589 | 73,411 | 5,350 |
| Park Impovements | 1,315,000 | 878,783 | 436,217 | 36,931 |
| Entryways | 400,000 | 122,343 | 277,657 | - |
| Medians | 250,000 | <u> </u> | 250,000 | |
| TOTAL EXPENDITURES | 2,285,000 | 1,247,715 | 1,037,285 | 42,281 |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | (2,280,500) | (1,242,348) | 1,038,152 | (22,581) |
| OTHER FINANCING SOURCES (USES) Transfers from other funds | 950,000 | _ | (950,000) | 145,419 |
| Transfere from other rando | | | (000,000) | |
| TOTAL OTHER FINANCING SOURCES (USES) | 950,000 | <u> </u> | (950,000) | 145,419 |
| NET CHANGE IN FUND BALANCES | (1,330,500) | (1,242,348) | 88,152 | 122,838 |
| FUND BALANCES - BEGINNING | 1,699,854 | 1,449,350 | (250,504) | 1,048,427 |
| FUND BALANCES - ENDING | \$ 369,354 | \$ 207,002 | \$ (162,352) | \$ 1,171,265 |

CAPITAL PROJECTS - REGIONAL IMPROVEMENT FUND

| | - | Annual Budget | Ye | ear to Date Actual | v | ariance | Ye | Prior ear to Date Actual |
|---|----|------------------|----|-----------------------|----|---------|----|--------------------------------|
| REVENUES | | | | | | | | |
| Property taxes - Regional mill levy | \$ | 45,497 | \$ | 45,013 | \$ | (484) | \$ | 38,160 |
| TOTAL REVENUES | | 45,497 | | 45,013 | | (484) | | 38,160 |
| EXPENDITURES | | | | | | | | |
| County Treasurer's fee | | 682 | | 675 | | 7 | | 572 |
| Regional mill levy - Payment to SARIA | | 44,560 | | 44,338 | | 222 | | 16,992 |
| TOTAL EXPENDITURES | | 45,242 | | 45,013 | | 229 | | 17,564 |
| EXCESS OF REVENUES OVER (UNDER) EXPENDITURES | | 255 | | - | | (255) | | 20,596 |
| OTHER FINANCING SOURCES (USES) Transfers to other fund | | | | | | | | 145,419 |
| TOTAL OTHER FINANCING SOURCES (USES) | | | | <u>-</u> | | | | (145,419) |
| EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES | | 255 | | - | | (255) | | (124,823) |
| FUND BALANCES - BEGINNING | | (255) | | | | 255 | | 152,042 |
| FUND BALANCES - ENDING | \$ | | \$ | | \$ | | \$ | 27,219 |

HIGH PLAINS METROPOLITANDISTRICT 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 METROPOLITANDISTRICT 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 METROPOLITANDISTRICT 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**

\$27,415,000 **General Obligation Refunding Bonds** Series 2017 Dated June 6, 2017

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

| Bonds and Interest |
|----------------------|
| Maturing in the Year |
| Ending December 31. |

| Maturing in the Year | Principal Due December 1 | | | | | | | | |
|----------------------|--------------------------|------------|----------|------------|----|------------|--|--|--|
| Ending December 31, | F | Principal | | Interest | | Total | | | |
| 2020 | Ф | 475.000 | ው | 4 404 005 | Φ | 4 200 005 | | | |
| 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 | | | |
| | \$ 2 | 27,380,000 | \$ | 20,468,900 | \$ | 47,848,900 | | | |
| | | | | | | | | | |

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

| | | General Fund | - | ecial Revnue Fee Fund | : | Debt Service Fund GO Bonds | | Debt rvice Fund Revenue | Pr | Capital ojects Fund |] | ital Projects Regional Imprvmt | | Total |
|---|----|--------------------------|----|--------------------------|----|----------------------------------|----|-------------------------------|----|------------------------|----|--------------------------------------|----|---------------------------|
| 1st Bank - Checking Balance as of 6/30/20 | \$ | 6,018.33 | \$ | 57,160 59 | \$ | _ | \$ | _ | \$ | _ | \$ | _ | \$ | 63,178.92 |
| Subsequent activity: | Ψ | 0,010.00 | Ψ | 57,100 57 | Ψ | | Ψ | | Ψ | | Ψ | | Ψ | 05,170.52 |
| Anticipated Bill.com Payment Anticipated Transfer From Colotrust | | (17,573.61) 15,000.00 | | (72,181.13) 34,066.36 | | - | | - | | (7,078.02) 7,078.02 | | (23,855.62) 23,855.62 | | (120,688.38) 80,000.00 |
| Anticipated Balance | | 3,444.72 | | 19,045.82 | | - | | | | | | - | | 22,490.54 |
| Colotrust - Savings Account | | | | | | | | | | | | | | |
| Balance as of 6/30/20 | \$ | 1,492,524.82 | \$ | 375,517.84 | \$ | 2,554,905.27 | \$ | 12,788.76 | \$ | 268,625.86 | \$ | 7,168.07 | \$ | 4,711,530.62 |
| Subsequent activity: | | | | | | | | | | | | | | |
| 07/10/20 - Property tax deposit (June) | | 458,130.46 | | - | | 534,138.79 | | - | | - | | 16,687.55 | | 1,008,956.80 |
| Surplus fund | | - | | - | | (1,000,000.00) | | - | | - | | - | | (1,000,000.00) |
| Development fees payable | | - | | - | | (668,500.00) | | - | | - | | - | | (668,500.00) |
| Anticipated Transfer to Checking | | (15,000.00) | | (34,066.36) | | - | | | | (7,078.02) | | (23,855.62) | | (80,000.00) |
| Anticipated Balance | | 1,935,655.28 | | 341,451.48 | | 1,420,544.06 | | 12,788.76 | | 261,547.84 | | - | | 3,971,987.42 |
| Total by fund | \$ | 1,939,100.00 | \$ | 360,497 30 | \$ | 1,420,544.06 | \$ | 12,788.76 | \$ | 261,547.84 | \$ | - | \$ | 3,994,477.96 |

Yield Information:

Colotrust Prime (June 2020) - .23%

HIGH PLAINS METROPOLITAN DISTRICT Property Taxes Reconciliation 2020

| Current Year | | | | | | | | Prior Year | | | |
|-----------------|--|-----------------------------|---|--|---|--|----------------|----------------|---|---|---|
| | Delinquent | Specific | | | | | % of T | otal | Total | % of Total I | Property |
| Property | Taxes, Rebates | Ownership | | Treasurer's | Due to | Net | Property | Taxes | Cash | Taxes Re | ceived |
| Taxes | & Abatements | Taxes | Interest | Fees | County | Amount | Receiv | red | Received | Monthly | YTD |
| | | | | | | Received | Monthly | Y-T-D | | • | |
| | | | | | | | | | | | |
| \$ 14,011 59 | \$ - | \$ 16,083 83 | \$ - | \$ (210 17) | \$ - | \$ 29,885 25 | 0 52% | 0 52% | \$ 25,127 24 | 0 47% | 0 47% |
| 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% |
| 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% |
| 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% |
| 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% |
| 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% |
| - | - | - | - | - | - | - | 0 00% | 98 94% | 22,349 10 | 0 36% | 99 26% |
| - | - | - | - | - | - | - | 0 00% | 98 94% | 21,175 59 | 0 19% | 99 45% |
| - | - | - | - | - | - | - | 0 00% | 98 94% | - | -1 34% | 98 11% |
| - | - | - | - | - | - | - | 0 00% | 98 94% | 74 27 | 0 11% | 98 22% |
| - | - | - | - | - | - | - | 0 00% | 98 94% | 17,438 78 | 0 00% | 98 22% |
| - | - | - | - | - | - | - | 0 00% | 98 94% | 15,112 88 | 0 00% | 98 22% |
| | | | | | | | | | | | |
| \$ 2,673,841 53 | \$ - | \$ 88,621 79 | \$ 354 48 | \$ (40,112 94) | \$ - | \$ 2,722,704 86 | 98 94% | 98 94% | \$ 2,412,892 78 | 98 22% | 98 22% |
| | | | | | | | | | | | |
| | \$ 14,011 59 1,107,361 06 113,843 99 359,124 00 73,151 88 1,006,349 01 | Property Taxes & Abatements | Property Taxes Taxes, Rebates & Abatements Ownership Taxes \$ 14,011 59 \$ - \$ 16,083 83 1,107,361 06 - 16,812 66 113,843 99 - 14,825 42 359,124 00 - 9,834 50 73,151 88 - 13,500 24 1,006,349 01 - 17,565 14 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - <td< td=""><td>Property Taxes Delinquent Taxes, Rebates & Abatements Specific Ownership Taxes Interest \$ 14,011 59 \$ - \$ 16,083 83 \$ - 1,107,361 06 - 16,812 66 - 113,843 99 - 14,825 42 41 65 359,124 00 - 9,834 50 66 73 73,151 88 - 13,500 24 106 11 1,006,349 01 - 17,565 14 139 99 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -</td><td>Property Taxes Delinquent Taxes, Rebates & Abatements Specific Ownership Taxes Interest Treasurer's Fees \$ 14,011 59</td><td> Property Taxes Prop</td><td> Property Taxes</td><td> Property Taxes</td><td>Property Taxes Description of taxes Property Taxes Property Taxes Property Taxes Property Taxes Due to County Net Amount Amount Amount Received Monthly Y-T-D \$ 14,011 59 \$ - \$ 16,083 83 \$ - \$ (210 17) \$ - \$ 29,885 25 0 52% 0 52% 1,107,361 06 - 16,812 66 - (16,610 42) - 1,107,563 30 40 97% 41 49% 113,843 99 \$ - \$ 14,825 42 41 65 (1,708 28) - 127,002 78 127,002 78 4 21% 45 71% 359,124 00 \$ - \$ 9,834 50 66 73 (5,387 86) - 36,569 36 2 71% 58,569 36 2 71% 61 70% 1,006,349 01 \$ - \$ 17,565 14 139 99 (15,097 34) - 1,008,956 80 37 24% 98 94% - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$</td><td> Property Taxes, Rebates Cash Received Receiv</td><td> Property Taxes, Rebates Cash Treasurer's Due to Received Monthly Taxes, Rebates Cash Taxes Received Received Monthly Taxes Cash Taxes Received Monthly Taxes Taxes Received Monthly Taxes Tax</td></td<> | Property Taxes Delinquent Taxes, Rebates & Abatements Specific Ownership Taxes Interest \$ 14,011 59 \$ - \$ 16,083 83 \$ - 1,107,361 06 - 16,812 66 - 113,843 99 - 14,825 42 41 65 359,124 00 - 9,834 50 66 73 73,151 88 - 13,500 24 106 11 1,006,349 01 - 17,565 14 139 99 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - | Property Taxes Delinquent Taxes, Rebates & Abatements Specific Ownership Taxes Interest Treasurer's Fees \$ 14,011 59 | Property Taxes Prop | Property Taxes | Property Taxes | Property Taxes Description of taxes Property Taxes Property Taxes Property Taxes Property Taxes Due to County Net Amount Amount Amount Received Monthly Y-T-D \$ 14,011 59 \$ - \$ 16,083 83 \$ - \$ (210 17) \$ - \$ 29,885 25 0 52% 0 52% 1,107,361 06 - 16,812 66 - (16,610 42) - 1,107,563 30 40 97% 41 49% 113,843 99 \$ - \$ 14,825 42 41 65 (1,708 28) - 127,002 78 127,002 78 4 21% 45 71% 359,124 00 \$ - \$ 9,834 50 66 73 (5,387 86) - 36,569 36 2 71% 58,569 36 2 71% 61 70% 1,006,349 01 \$ - \$ 17,565 14 139 99 (15,097 34) - 1,008,956 80 37 24% 98 94% - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ | Property Taxes, Rebates Cash Received Receiv | Property Taxes, Rebates Cash Treasurer's Due to Received Monthly Taxes, Rebates Cash Taxes Received Received Monthly Taxes Cash Taxes Received Monthly Taxes Taxes Received Monthly Taxes Tax |

| | Taxes | % of | | Property Tax | % Collected to |
|------------------------|--------------------|---------|-----------|--------------|----------------|
| | Levied | Levied | Collected | | Amount Levied |
| Property Tax | | | | | |
| General Fund | \$ 1,226,331 00 | 45 38% | \$ | 1,213,303 95 | 98 94% |
| Debt Service Fund | 1,430,719 00 | 52 94% | | 1,415,523 81 | 98 94% |
| Regional | 45,497 00 | 1 68% | | 45,013 77 | 98 94% |
| | \$ 2,702,547 00 | 100 00% | \$ | 2,673,841 53 | |
| Specific Ownership Tax | | | | | |
| General Fund | \$ 76,310 00 | 47 06% | \$ | 41,422 63 | 54 28% |
| Debt Service Fund | 85,843 00 | 52 94% | | 47,199 16 | 54 98% |
| | \$ 162,153 00 | 100 00% | \$ | 88,621 79 | |
| Treasurer's Fees | | | | | |
| General Fund | \$ 18,395 00 | 45 38% | \$ | 18,201 96 | 98 95% |
| Debt Service Fund | 21,461 00 | 52 94% | | 21,235 68 | 98 95% |
| Regional | 682 00 | 1 68% | | 675 30 | 99 02% |
| | \$ 40,538 00 | 100 00% | \$ | 40,112 94 | |

| Due To SARIA 2019 | \$ (392 41) |
|------------------------|-----------------|
| Pledged Ptax Collected | 44,338 47 |
| Payments to SARIA | 20,090 44 |
| Due To SARIA | \$ 23,855 62 |
| | |

Constant Contact Survey Results

Survey Name: Blackstone Community Survey - Committees and Priorities

Response Status: Completed

Filter: None

7/23/2020 5:14 PM MDT

Hello Neighbors \sim As the new term for the board of directors begins, we would like to take the time to see what is most important for the residents living in the community. We have compiled a list of the items we are working on and ask you rank them in order of importance from 1 (highest importance) to 9 (lowest importance). Please review the list of areas to focus: think about the #1 as the absolute top priority item and so on. #1 means if we do not do this as a top priority, our neighborhood would be negatively impacted. Where as #9 - while still important - it's less important in ranking compared to the top 1-3 items for example.Note: Please only use each number once when ranking these from 1-9. 1 = 1 Highest Importance, 2 = 2, 3 = 3, 4 = 4, 5 = 5, 6 = 6, 7 = 7, 8 = 8, 9 = 9 Lowest Importance

Rating Number of Answer 5 Response(s) Score Safety/Security 259 2.3 **Parks** 258 5.1 Medians 255 5.3 Landscaping 259 4.1 Snow Removal 254 4.3 Neighborhood Entrances 256 5.6 Communication 259 4.0

If you have any others items that you feel were not included in the list above, please let us know here along with any additional comments that you might have.

76 Response(s)

Financials

the Country Club

Community Relationship with

259

258

4.1

4.3

^{*}The Rating Score is the weighted average calculated by dividing the sum of all weighted ratings by the number of total responses.

The Board of Directors for the High Plains Metro District (Blackstone) have created several committees within the community. They are sending out this survey to see if anyone in the Blackstone community would like to offer their services and become a member of any of these committees: Below is a list and description of each - please choose all that apply. Website Committee: The website committee will Review, analyze website content to ensure its resident friendly and informative.

Will look at current layout, content and make revisions. If you know WordPress and interested in helping to design we'd love your help!

Security/Safety Committee:

Security/safety committee will focus on Blackstone short and long term solutions to make our neighborhood safer! We will also look at safety concerns with our roads and pathways. If you are interested in helping us focus the efforts and bringing ideas to the group we would love to have your involvement!

Advisory Committee:

Advisory Committee will provide expertise and other advice to the District Board members specific to Finance, Investments, Strategy and overall Long Range Planning.

Design Review Committee (DRC):

DRC committee will review architectural and landscape designs to see if they are in compliance with the guidelines and covenants.

Social Committee:

Social Committee will work with social board chairs to plan and execute neighborhood social events. The committee will help plan and execute two community service projects per year. Lastly, members will work with local businesses to secure items to be used in welcome bags for new residents.

Landscape Committee:

Landscape committee with work in coordination with board chairs on landscape assessments and improvements. Members of this committee will work to help develop future landscape plans for the neighborhood.

| Answer | 0% | 100% | Number of Response(s) | Response Ratio |
|-------------------------------|--------------------|--------|--------------------------|-------------------|
| Website Committee | | | 2 | 3.7 % |
| Security/Safety Committee | | | 16 | 30.1 % |
| Advisory Committee | 学 | | 13 | 24.5 % |
| Design Review Committee (DRC) | | | 18 | 33.9 % |
| Social Committee | 在 表示。在1000年 | | 17 | 32.0 % |
| Landscape Committee | | | 14 | 26.4 % |
| | | Totals | 53 | 100% |

TextBlock:

Last Name

Address 1

Home Phone

Email Address

If you checked a box for any of the committees listed above - please provide your contact information below so that we can reach out to you.

Please enter the information indicated below.

Answers
First Name

Number of Response(s)

72

72

68

72

If you have interest in a different type of committee, please enter that information here:

16 Response(s)

71