

BLACKSTONE METROPOLITAN DISTRICT
2021 ANNUAL REPORT

**BLACKSTONE METROPOLITAN DISTRICT
2021 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 “**Service Plan**”), Blackstone Metropolitan District*, formerly known as High Plains Metropolitan District (the “**District**”) is required to provide an annual report to the City of Aurora (the “**City**”) with regard to the following matters:

*Note: On May 3, 2021, the Arapahoe County District Court granted an Order changing the name of High Plains Metropolitan District to Blackstone Metropolitan District.

For the year ending December 31, 2021, 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 2021.

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

The District entered into an Agreement with City of Aurora for Snow Removal and Plowing Operations dated January 11, 2021 which is attached hereto as **Exhibit A**.

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: <https://blackstonemetro.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 and the Public Access to Court Electronic Records (PACER), there is no litigation involving the District’s Public Improvements as of December 31, 2021.

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

The District completed various landscape improvements such as tree replacement and installation during 2021.

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 2021.

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 \$46,579,695 for 2021.

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

A copy of the District's 2022 Budget is attached hereto as **Exhibit B**. During 2022, the District is planning to construct monument signs at Hilltop Park and Canyons Park, complete lighting improvements at Hilltop Park, and undertake median and entryway landscape enhancements.

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.

The District's 2021 Audit is not yet completed and will be provided as a supplement to this report upon completion.

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

IGA with City of Aurora

**AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO
AND THE HIGH PLAINS METROPOLITAN DISTRICT
FOR SNOW REMOVAL AND PLOWING OPERATIONS
(BLACKSTONE COMMUNITY)**

THIS AGREEMENT FOR SNOW REMOVAL AND PLOWING OPERATIONS (BLACKSTONE COMMUNITY) is dated this 11th day of January, 2021, by and between the City of Aurora, Colorado, a home rule municipal corporation (the “City”), and the High Plains Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Parties, as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the City Engineer is authorized to promulgate rules and regulations for the public right-of-way within the jurisdiction of the City, over all City-owned public streets, roadway and way dedicated for the use of the public, and to provide snow plowing and removal operations thereto; and

WHEREAS, due to the necessity for the City to prioritize snow removal on City roads to best facilitate winter travel on all City roads, the City is generally unable to assign a high priority for snow removal on internal subdivision roads or other relatively lower use City roads, such as the roads described in this Agreement; and

WHEREAS, the District provides certain operations and maintenance services within the Blackstone subdivision and the roads identified in this Agreement are internal to said subdivision; and

WHEREAS, the District may desire to have snow removed or plowed from the City roads described in this Agreement on a more frequent basis than the City is able to provide, given the overall City road priority and demand for snow removal or plowing citywide; and

WHEREAS, the City is agreeable to authorizing the District to privately remove or plow snow or contract for the private removal or plowing of snow on the roads described herein, subject to the terms and conditions for such snow removal or plowing operations as are set forth in this Agreement; and

WHEREAS, the District's Board met on October 15, 2020 and is in support of this Agreement; and

WHEREAS, the City Council is authorized by City Charter 10-12 to enter into this type of agreement; and

WHEREAS, pursuant to City Charter 3-9, City Council shall have all legislative powers of the City and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter.

NOW, THEREFORE, in consideration of the mutual promises, authorizations, and conditions set forth in this Agreement, the Parties hereto agree to the following terms and conditions:

AGREEMENT

The District is hereby authorized to remove or plow snow, or contract for said services, during the term of this Agreement from the City roads or road segments that are identified in Exhibit A, which is attached hereto and is incorporated into this Agreement by this reference, and from no other City roads.

1. The Term of this Agreement shall commence on the 11th day of January, 2021, and shall end on the 30th day of June, 2022, unless sooner terminated in accordance with the provisions of this Agreement.

2. Prior to commencing any snow removal or plowing operations under this Agreement, the District shall identify to the City for its approval any contractors and/or subcontractors (the "Operator") who will be performing the snow removal or plowing operations on behalf of the District. In the event that the District desires or needs to change or replace such Operator during the term of this Agreement, the District shall notify the City and shall not perform or authorize the performance of any further snow removal or plowing operations until the City approves the new or replaced Operator. The City may withhold approval of any proposed Operator for any reasonable and lawful cause.

3. In performing the snow removal or plowing operations authorized hereunder, the District and any Operator shall comply with the provisions of Exhibit B attached hereto and incorporated herein by this reference, and the District and any Operator shall exercise all reasonable and due care in the performance of the snow removal or plowing activities authorized under this Agreement and shall, jointly and severally, be responsible for any damages caused to persons or property, directly or indirectly, in the performance of the snow removal or plowing activities.

4. Insurance: The District and its Operator shall provide insurance as set forth in the attached Exhibit C. All equipment used in the performance of the snow removal or plowing activities authorized under this Agreement and the performance of such snow removal or plowing activities shall comply with all applicable federal, state, and local laws, ordinances, and rules and regulations.

5. This Agreement, and any issues involving this Agreement, are subject to and shall be interpreted under the law of the State of Colorado and the rules and regulations of the City. Court venue and jurisdiction shall be in the Colorado District Court for Arapahoe County. The Parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in, Arapahoe County, State of Colorado.

6. Any dispute as to the interpretation of this Agreement or the requirements stated in Exhibit B shall be submitted to the City's Director of Public Works or his/her designee. The Director or his/her designee shall review and make a written decision on the dispute within ten (10) City business days of receiving the dispute. The Director's decision shall be final and binding on the Parties.

7. The performance of any City and District obligations under or related to this Agreement, if any, is expressly subject to the appropriation of funds by the Aurora City Council or the District Board, respectively. Nevertheless, it is expressly understood and agreed that this Agreement and the snow removal or plowing activities authorized thereunder are for the benefit of the District and shall be at the sole expense of the District. The City has no obligation to pay for any of or any portion of the snow removal or plowing activities authorized hereunder and the District is entitled to no compensation from the City for its performance of same.

8. This Agreement may be amended only in writing by the duly authorized governmental bodies of the Parties and in the same form as this Agreement.

9. Notices. All notices shall be sent to the following addresses:

For the District: High Plains Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
2154 E Commons Avenue, Ste 2000
Centennial, CO 80122

For the City: Public Works Department
Attn: Deputy Director of Public Works - Operations
15151 E. Alameda Pkwy, Ste. 3300
Aurora, CO 80112

10. THIS AGREEMENT IS MADE AT THE REQUEST OF THE DISTRICT FOR THE DISTRICT'S BENEFIT. THE DISTRICT DOES HEREBY WAIVE, REMISE, AND RELEASE ANY CLAIM, RIGHT, OR CAUSE OF ACTION THE DISTRICT MAY HAVE OR WHICH MAY ACCRUE IN THE FUTURE, WHETHER UNDER THEORIES OF CONTRACT OR ANY OTHER CAUSE OF ACTION WHATSOEVER, AGAINST THE CITY ARISING IN WHOLE OR IN PART FROM THIS AGREEMENT.

11. By entering into this Agreement, the Parties do not waive any governmental immunity available to them or their elected officials, employees or agents under CRS 24-10-101, *et seq.*, or any other federal or state law or the common law, and nothing in this Agreement shall be interpreted to effect a waiver of any such governmental immunity available to the Parties, their elected officials, employees or agents.

12. Either party may terminate this Agreement for convenience upon thirty (30) calendar day's prior written notice to the other party. Any notice of termination shall state the actual effective date of termination. Upon termination of this Agreement, all rights and obligations

thereunder shall terminate, except that the District shall remain responsible and liable for any damages caused, directly or indirectly, by its performance under this Agreement.

13. 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 hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or individual homeowner or other person or entity whatsoever on or under this Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

14. This Agreement constitutes the entire Agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein.

15. The District shall not assign or otherwise transfer this Agreement or any right or obligation hereunder without the prior lawful approval of the authorized governmental bodies of the Parties and in the same form as this Agreement.


16. This Agreement authorizes the District to conduct snow removal operations on the identified City roads, but the District shall have the right to determine, in its sole and absolute discretion, the frequency of such snow removal operations, if at all. Nothing in the Agreement shall be construed or interpreted to require the District to conduct any snow removal operations on City-owned roads.

17. To the fullest extent permissible under the law of the State of Colorado, the District agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the District's obligations or actions or inactions, and the Operator's obligations or actions or inactions, under this Agreement. The District shall promptly repair to the City's standards and satisfaction, or pay to the City the costs of repairing, any damage to City roads, curbs, gutters, sidewalks, signage, or any other City property resulting from operations or activities under this Agreement. The District's indemnity obligation under this Paragraph shall be for the full amount of any such loss, damages, injuries, claims, cause or causes of action or any liability whatsoever, including attorneys' fees, and court costs, and shall not in any way be capped or limited by the insurance provisions of this Agreement.

18. 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. The Parties hereto agree that this Agreement and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes. Any electronic signature so affixed to this Agreement or any supplement or consent relating thereto shall carry the full legal force and effect of any original, handwritten signature.

IN WITNESS WHEREOF, the Parties hereto set their hands in agreement as of the date first written above.


For: **CITY OF AURORA**

By 
MIKE COFFMAN, MAYOR

Attested to:


KADEE RODRIGUEZ, CITY CLERK

Approved as to Form:


MICHELLE GARDNER, SR. ASST. CITY ATTORNEY

For: **HIGH PLAINS METROPOLITAN DISTRICT**

By 
Shawn P. McGoff (Feb 12, 2021 05:52 MST)
SHAWN MCGOFF, PRESIDENT

Attested to:


Jill Shadwell (Feb 24, 2021 11:20 MST)

, OFFICER OF THE DISTRICT

EXHIBIT A

Snow removal or plowing operations authorized under this Agreement are permitted on the following City Roads:

[See attached map.]

EXHIBIT B

General Considerations

- All snow removal or plowing services to be provided shall be performed and completed in a similar manner as performed by the City upon other public roads, exercising all reasonable and due care, and in good and workman like manner.
- The Operator is to report directly to the District Manager for the District.

This document requires certain actions be taken by either the District or the Operator at certain times before, during and after the snow season.

Prior to Winter Operations

The Operator shall be responsible for obtaining any other City licenses and permits to operate within the public right-of-way that may be required under the City Code.

Pre-season Requirements

The District and Operator will complete the following tasks no later than September 1st:

- Pre-season meeting - Schedule a pre-season meeting with the Director of Public Works or his/her designee to discuss procedures and associated paperwork.
- Inventory and Condition - Develop and submit an inventory of the roadway system on which winter operations shall be performed. This inventory shall include a spreadsheet detailing the required information as well as a video showing the current condition of the requested items. Items required in the inventory are street names, street dimensions, and the current condition of pavement, curb & gutter, sidewalk, drainage, fencing, mailboxes etc. This inventory must be submitted to the City's Director of Public Works or his/her designee and staff for review.
- Dry Run - The Operator must arrange for a dry run of all applicable roads with the City's Public Works' staff.
- List of Equipment - The District in collaboration with the Operator must submit and update as necessary, a complete list of equipment planned for winter operations. The equipment description should include specific information i.e., type & make of trucks, make of plow, type of blades (carbide /regular steel), model of sanders, calibration units; pre-wetting systems; types & make of loaders/graders, etc.
- Equipment Inspection - The Operator must arrange for the inspection of their equipment with the City's Public Works' staff.
- Snow Plowing Procedures - The District in collaboration with the Operator must provide a copy of their snow removal procedures to the City's Director of Public Works or his/her

designee. These procedures shall include complete information on frequency, duration and the extent of snow plowing as well as details on how the Operator plans to stabilize roads during normal snow events and under heavy storms or blizzard conditions. The Operator will meet with City's Public Works staff prior to commencing operations to discuss and agree upon specific plowing standards and techniques, particularly as they relate to piling snow, snow storage areas, windrows left in front of driveways, intersections, pedestrian ramps, etc.

Materials

Notwithstanding any contrary provisions of the List of Equipment section stated above, no solid materials may be used as either a de-icing agent or for traction. Any liquid materials must be first approved by the City's Director of Works or his/her designee.

Training

The District in collaboration with its Operator must ensure all operators (routine drivers and fill-ins) have received proper training on both equipment safety and snowplowing operations/procedures.

During Winter Operations

Event Logs - On a daily basis during winter operations, the Operator shall complete an event log. On a monthly basis, or when requested by the City, the District shall supply these logs to the City's Public Works Department. The City may require a meeting with the District and its Operator to discuss performance issues at any time. If said issues are not corrected to the City's satisfaction, the District shall be asked to replace its Operator or, alternatively, this Agreement may be terminated.

End of Season

End of Season Report - On or around June 1st, the District along with its Operator shall supply to the City a combined report that includes all information supplied on a by request or monthly basis as requested above.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance and Indemnities: Prior to commencement of this Agreement, the District and its designated Operator, shall provide a certificate of insurance evidencing the following coverages:

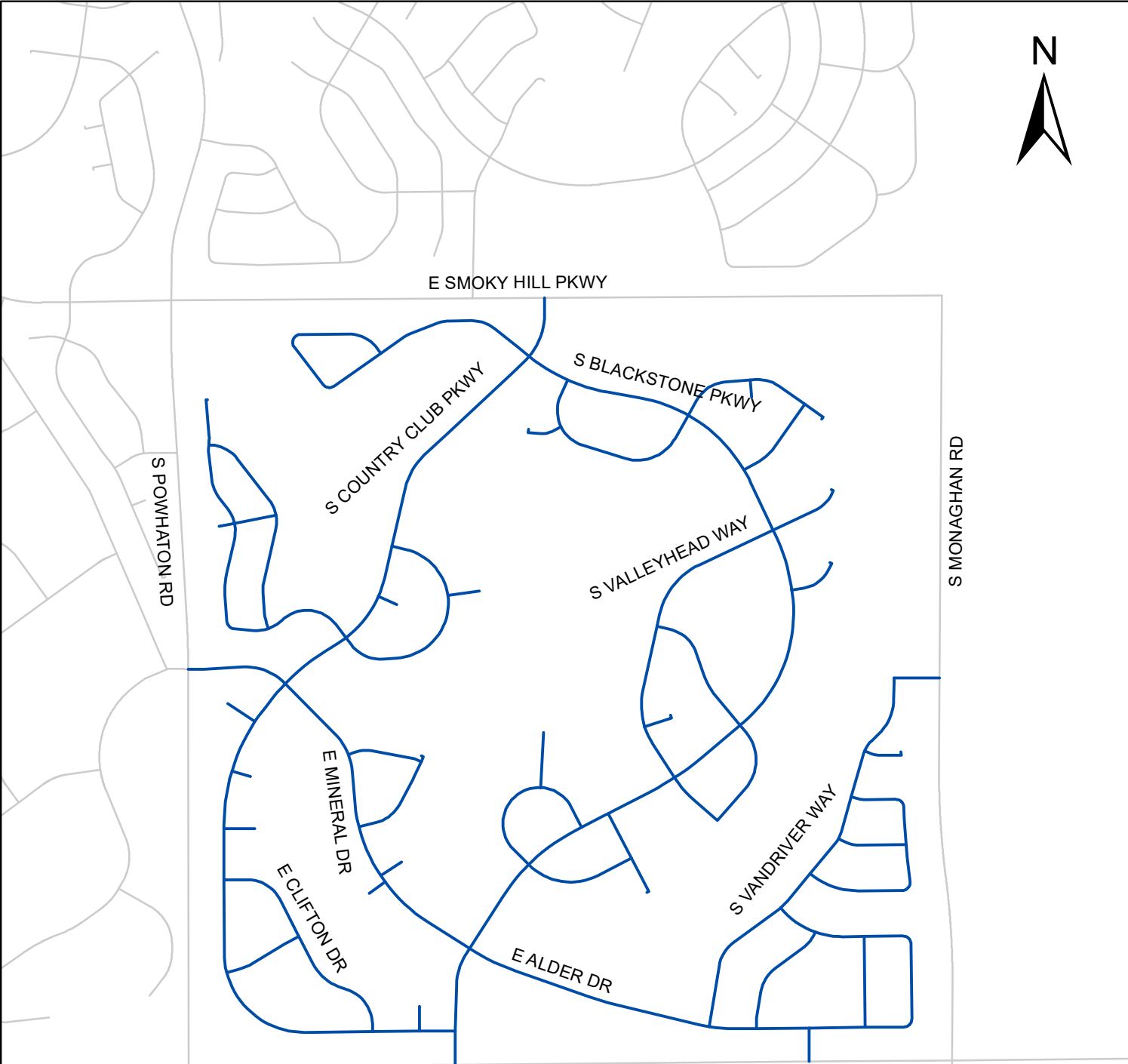
- A. **Commercial General Liability Insurance.** During the term of this Agreement, the District and the Operator shall provide general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate.
- B. **Commercial Automobile Liability Insurance.** The District and Operator shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident.
- C. **Excess or Umbrella Liability.** The District and the Operator shall maintain an Excess or Umbrella Liability on an occurrence basis in excess of the underlying insurance described in (a), which has coverages as broad as the underlying policies, with a limit of Two Million Dollars (\$2,000,000).
- D. **Workers' Compensation or Employers' Liability Insurance.** The Operator shall provide proof of workers' compensation coverage with limits as required by the laws of the State of Colorado. Additionally, the Operator shall provide proof of Employers' Liability Insurance with limits as follows:
\$500,000 bodily injury each accident
\$500,000 bodily injury each disease
\$500,000 bodily injury disease aggregate.
- The Operator will provide to the City a copy of the Operator's insurance which evidences insurance coverages and limits as indicated in this agreement.
- E. **City as Additional Insured.** All insurance policies required by this agreement, except workers' compensation, shall name the City, its officers, employees and agents as an additional insured by endorsement and said coverage shall contain a waiver of subrogation. The Operator shall provide a copy of an endorsement providing this coverage.
- F. **Limits of Insurance.** The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.
- G. **Certificates of Insurance.** Upon the execution of this Agreement, the District and the Operator shall provide certificates of insurance to the City demonstrating that at the minimum coverages required herein are in effect. The District agrees that the required

coverages will not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of District's or the Operator's coverage is renewed at any time prior to the expiration of this Agreement, the District and the Operator shall be responsible for obtaining updated insurance certificates from the respective insurance carriers and forwarding the replacement certificates to the City within ten (10) days of the expiration date of any previously delivered certificate.

With respect to the Operator, the minimum A.M. Best rating of each primary insurer shall be A-X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The District and the Operator shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the Agreement. **The District's or the Operator's policy will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the City.**

Blackstone



Legend

-  Blackstone
-  COA Streets

EXHIBIT B

2022 Budget

BLACKSTONE METROPOLITAN DISTRICT

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2022

**BLACKSTONE METROPOLITAN DISTRICT
SUMMARY
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 4,183,003	\$ 3,947,211	\$ 3,738,438
REVENUES			
Property taxes	2,702,004	2,839,120	2,893,205
Specific ownership taxes	191,516	208,000	202,524
Interest income	23,589	3,350	3,600
Operations fee (homeowners)	530,519	600,000	561,660
Operations fee (vacant lots)	34,557	10,000	18,228
Working capital	69,500	35,500	61,000
Design review fees	4,155	750	6,000
Legal collection fees	9,465	3,000	7,000
Violations and late fees	-	7,000	6,000
Other revenue	-	100	-
Total revenues	<u>3,565,305</u>	<u>3,706,820</u>	<u>3,759,217</u>
TRANSFERS IN	<u>46,128</u>	<u>1,591,500</u>	<u>1,304,600</u>
Total funds available	<u>7,794,436</u>	<u>9,245,531</u>	<u>8,802,255</u>
EXPENDITURES			
General Fund	234,701	163,247	250,000
Debt Service Fund	1,318,845	1,800,000	1,553,000
Capital Projects Fund	1,500,918	1,116,500	1,000,000
Operations Fee Fund	701,145	788,050	1,138,000
Capital Projects Fund - Regional Improvement Fund	45,488	47,796	51,843
Total expenditures	<u>3,801,097</u>	<u>3,915,593</u>	<u>3,992,843</u>
TRANSFERS OUT	<u>46,128</u>	<u>1,591,500</u>	<u>1,304,600</u>
Total expenditures and transfers out requiring appropriation	<u>3,847,225</u>	<u>5,507,093</u>	<u>5,297,443</u>
ENDING FUND BALANCES	<u>\$ 3,947,211</u>	<u>\$ 3,738,438</u>	<u>\$ 3,504,812</u>
EMERGENCY RESERVE	\$ 59,200	\$ 61,600	\$ 62,000
AVAILABLE FOR OPERATIONS	1,850,849	1,487,805	1,333,612
SERIES 2017 SURPLUS FUND	1,042,125	1,042,125	1,042,125
CAPITAL PROJECTS RESERVE	250,000	350,000	450,000
TOTAL RESERVE	<u>\$ 3,202,174</u>	<u>\$ 2,941,530</u>	<u>\$ 2,887,737</u>

**BLACKSTONE METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
ASSESSED VALUATION			
Residential	\$ 34,657,743	\$ 37,701,453	\$ 42,632,450
Commercial	1,583,057	1,583,057	1,378,952
State assessed	90	2,250	3,720
Personal	439,475	821,497	900,597
Vacant land	4,197,326	2,839,541	1,663,976
Certified Assessed Value	<u>\$ 40,877,691</u>	<u>\$ 42,947,798</u>	<u>\$ 46,579,695</u>
MILL LEVY			
General	30.000	30.000	28.000
Debt Service	35.000	35.000	33.000
Capital Projects - Regional Improvement	1.113	1.113	1.113
Total mill levy	<u>66.113</u>	<u>66.113</u>	<u>62.113</u>
PROPERTY TAXES			
General	\$ 1,226,331	\$ 1,288,434	\$ 1,304,232
Debt Service	1,430,719	1,503,173	1,537,130
Capital Projects - Regional Improvement	45,497	47,801	51,843
Levied property taxes	<u>2,702,547</u>	<u>2,839,408</u>	<u>2,893,205</u>
Adjustments to actual/rounding	(543)	-	-
Refunds and abatements	-	(288)	-
Budgeted property taxes	<u>\$ 2,702,004</u>	<u>\$ 2,839,120</u>	<u>\$ 2,893,205</u>
BUDGETED PROPERTY TAXES			
General	\$ 1,226,083	\$ 1,288,303	\$ 1,304,232
Debt Service	1,430,433	1,503,021	1,537,130
Capital Projects - Regional Improvement	45,488	47,796	51,843
	<u>\$ 2,702,004</u>	<u>\$ 2,839,120</u>	<u>\$ 2,893,205</u>

**BLACKSTONE METROPOLITAN DISTRICT
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 850,148	\$ 1,890,549	\$ 1,529,705
REVENUES			
Property taxes	1,226,083	1,288,303	1,304,232
Specific ownership taxes	89,845	104,000	94,925
Interest income	5,302	1,500	1,450
Other revenue	-	100	-
Total revenues	<u>1,321,230</u>	<u>1,393,903</u>	<u>1,400,607</u>
Total funds available	<u>2,171,378</u>	<u>3,284,452</u>	<u>2,930,312</u>
EXPENDITURES			
General and administrative			
Accounting	43,720	41,000	52,000
Audit	4,950	5,000	5,100
County Treasurer's fee	18,403	19,327	19,563
Directors' fees	4,700	2,000	3,500
Director and meeting expense	1,151	-	2,000
Election expense	39,224	-	40,000
Insurance	27,892	32,931	35,000
Legal	92,660	60,000	65,000
Miscellaneous	1,268	2,336	2,000
Payroll taxes	383	153	268
Website	350	500	1,500
Contingency	-	-	24,069
Total expenditures	<u>234,701</u>	<u>163,247</u>	<u>250,000</u>
TRANSFERS OUT			
Transfers to other fund	<u>46,128</u>	<u>1,591,500</u>	<u>1,304,600</u>
Total expenditures and transfers out requiring appropriation	<u>280,829</u>	<u>1,754,747</u>	<u>1,554,600</u>
ENDING FUND BALANCE	<u>\$ 1,890,549</u>	<u>\$ 1,529,705</u>	<u>\$ 1,375,712</u>
EMERGENCY RESERVE	\$ 39,700	\$ 41,900	\$ 42,100
AVAILABLE FOR OPERATIONS	1,850,849	1,487,805	1,333,612
TOTAL RESERVE	<u>\$ 1,890,549</u>	<u>\$ 1,529,705</u>	<u>\$ 1,375,712</u>

No assurance provided. See summary of significant assumptions.

**BLACKSTONE METROPOLITAN DISTRICT
OPERATIONS FEE FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 352,308	\$ 300,936	\$ 294,186
REVENUES			
Interest income	1,577	50	150
Operations fee (homeowners)	530,519	600,000	561,660
Operations fee (vacant lots)	34,557	10,000	18,228
Working capital	69,500	35,500	61,000
Design review fees	4,155	750	6,000
Legal collection fees	9,465	3,000	7,000
Violations and late fees	-	7,000	6,000
Total revenues	649,773	656,300	660,038
TRANSFERS IN			
Transfers from other funds	-	125,000	205,000
Total funds available	1,002,081	1,082,236	1,159,224
EXPENDITURES			
Operations and maintenance			
Community activities	375	15,000	16,000
Contingency	-	-	38,000
Design review	7,990	9,500	6,000
Facilities management - contract	44,954	50,000	51,000
Facilities management - costs	10,966	6,500	14,000
Legal - collections	17,200	12,500	7,000
Miscellaneous	1,280	50	3,000
Landscape maintenance			
Flowers	16,807	-	-
Irrigation repairs and improvements	45,182	50,000	51,000
Landscape improvements	61,451	12,500	50,000
Landscape maintenance - contract	132,050	250,000	385,000
Tree and shrub replacement	102,408	25,000	100,000
Grounds & park maintenance			
Grounds maintenance	22,687	20,000	31,000
Holiday lighting	24,229	20,000	25,000
Lighting	10,383	7,500	11,000
Playground inspection and repairs	-	5,500	11,000
Snow removal	170	20,000	35,000
Vandalism	-	1,000	3,000
Utilities			
Gas and electric	7,114	13,000	20,000
Trash removal	128,609	150,000	153,000
Water - irrigation	67,290	120,000	128,000
Total expenditures	701,145	788,050	1,138,000
Total expenditures and transfers out requiring appropriation	701,145	788,050	1,138,000
ENDING FUND BALANCE	\$ 300,936	\$ 294,186	\$ 21,224
EMERGENCY RESERVE	\$ 19,500	\$ 19,700	\$ 19,900
TOTAL RESERVE	\$ 19,500	\$ 19,700	\$ 19,900

No assurance provided. See summary of significant assumptions.

**BLACKSTONE METROPOLITAN DISTRICT
DEBT SERVICE FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 1,531,197	\$ 1,755,726	\$ 1,564,547
REVENUES			
Property taxes	1,430,433	1,503,021	1,537,130
Specific ownership taxes	101,671	104,000	107,599
Interest income	11,270	1,800	1,600
Total revenues	<u>1,543,374</u>	<u>1,608,821</u>	<u>1,646,329</u>
Total funds available	<u>3,074,571</u>	<u>3,364,547</u>	<u>3,210,876</u>
EXPENDITURES			
Debt Service			
Bond interest - Series 2017	1,121,925	1,114,925	1,102,925
Bond principal - Series 2017	175,000	300,000	420,000
County Treasurer's fee	21,470	22,548	23,057
Paying agent fees	450	450	450
Repay developer advance	-	331,500	-
Contingency	-	30,577	6,568
Total expenditures	<u>1,318,845</u>	<u>1,800,000</u>	<u>1,553,000</u>
Total expenditures and transfers out requiring appropriation	<u>1,318,845</u>	<u>1,800,000</u>	<u>1,553,000</u>
ENDING FUND BALANCE	<u>\$ 1,755,726</u>	<u>\$ 1,564,547</u>	<u>\$ 1,657,876</u>
SERIES 2017 SURPLUS FUND	<u>\$ 1,042,125</u>	<u>\$ 1,042,125</u>	<u>\$ 1,042,125</u>
TOTAL RESERVE	<u>\$ 1,042,125</u>	<u>\$ 1,042,125</u>	<u>\$ 1,042,125</u>

**BLACKSTONE METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 1,449,350	\$ -	\$ 350,000
REVENUES			
Interest income	5,440	-	400
Total revenues	<u>5,440</u>	<u>-</u>	<u>400</u>
TRANSFERS IN			
Transfers from other funds	<u>46,128</u>	<u>1,466,500</u>	<u>1,099,600</u>
Total funds available	<u>1,500,918</u>	<u>1,466,500</u>	<u>1,450,000</u>
EXPENDITURES			
Capital Projects			
Entryways	193,218	400,000	-
Lighting	-	25,000	-
Monumentation	284,537	12,090	-
Park Improvements	1,023,163	50,000	-
Trees	-	400,000	-
Roundabout enhancement	-	229,410	-
Capital outlay	-	-	1,000,000
Total expenditures	<u>1,500,918</u>	<u>1,116,500</u>	<u>1,000,000</u>
Total expenditures and transfers out requiring appropriation	<u>1,500,918</u>	<u>1,116,500</u>	<u>1,000,000</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ 350,000</u>	<u>\$ 450,000</u>
CAPITAL PROJECTS RESERVE	<u>\$ 250,000</u>	<u>\$ 350,000</u>	<u>\$ 450,000</u>
TOTAL RESERVE	<u>\$ 250,000</u>	<u>\$ 350,000</u>	<u>\$ 450,000</u>

**BLACKSTONE METROPOLITAN DISTRICT
CAPITAL PROJECTS - REGIONAL IMPROVEMENT FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

1/24/22

	ACTUAL 2020	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Property taxes - Regional mill levy	45,488	47,796	51,843
Total revenues	<u>45,488</u>	<u>47,796</u>	<u>51,843</u>
Total funds available	<u>45,488</u>	<u>47,796</u>	<u>51,843</u>
EXPENDITURES			
Capital Projects			
County Treasurer fees - Regional mill levy	683	717	778
Regional mill levy - Payment to SARIA	44,805	47,079	51,065
Total expenditures	<u>45,488</u>	<u>47,796</u>	<u>51,843</u>
Total expenditures and transfers out requiring appropriation	<u>45,488</u>	<u>47,796</u>	<u>51,843</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

Services Provided

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

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

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

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April, or in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

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

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

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

Revenues (continued)

Aurora Regional Improvements Mill Levy

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

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7.0% of the property taxes collected.

Operations Fee

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

Interest Income

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

Expenditures

General, Administrative, and Operations Expenditures

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

County Treasurer's Fees

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

Capital Outlay

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

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

Expenditures (continued)

Debt Service

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

See related notes below under Debt and Leases.

Debt and Leases

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

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

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

The District has no operating or capital leases.

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

Debt and Leases – (continued)

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

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

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

Reserves

Emergency Reserves

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

This information is an integral part of the accompanying budget.

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

Bonds and Interest Maturing in the Year Ending December 31,	\$27,415,000 General Obligation Refunding Bonds Series 2017 Dated June 6, 2017 Rates ranging from 2.375% to 5.000% Interest Payable June 1 and December 1 Principal Due December 1		
	Principal	Interest	Total
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
	\$ 26,905,000	\$ 18,232,050	\$ 45,137,050

No assurance provided. See summary of significant assumptions.