

HIGH PLAINS METROPOLITAN DISTRICT

www.highplainsmetro.org

Special Meeting (via Teleconference)

Thursday, March 18, 2020, at 6:00 p.m.

2021 Regular Meetings – Third Thursday of each Month at 6:00pm

Shawn McGoff, President	Term to May 2022
Josie O'Neill, Treasurer	Term to May 2022
Jill Shadwell, Secretary	Term to May 2023
Maria Elena Daniels, Assistant Secretary	Term to May 2022
Bret Erickson, Director	Term to May 2023

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

Join Zoom Meeting

<https://us02web.zoom.us/j/83783342302?pwd=RGlxUzJMeWdtN1VFck54ZVdlSitxdz09>

Meeting ID: 837 8334 2302

Passcode: 012879

Call in Number: 1-669-900-9128

Agenda:

1. Call to Order – 6:00PM
2. Declaration of Quorum/ Conflict of Interest Disclosures
3. Agenda Revisions, Approval
4. Public Comment
5. Consent Agenda
6. Financial Report/Financial Matters – 6:30PM
7. Legal Matters – 6:40PM
8. Facilities Management/District Operations Report – 6:50PM
9. Board Action Items – 7:00PM
10. District Committee Updates 7:30PM
11. Director Items/Other Business 7:50PM
12. Public Comment
13. Adjournment – 8:00PM

NOTICE OF SPECIAL MEETING AND AGENDA

1. Call to Order
2. Declaration of Quorum/ Conflict of Interest Disclosures
3. Agenda Revisions, Approval
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. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this

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

time, rather it will refer the items for follow up. In person, please sign in, via Zoom – please raise hand during the time of Public Comment.

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 February 18, 2021 and March 5, 2021 Special Meeting Minutes
 - b. Approve Payable Listing in the Amount of \$54,927.71

6. Financial Report/Financial Matters	Speaker	Notes/Minutes
Review and Consider Acceptance of Unaudited Financial Statements	Accountant	<ul style="list-style-type: none"> • Questions/discussion
Other Financial Matters	Accountant/Board	

7. Legal Matters	Speaker	Notes/Minutes
Discuss District Procurement Policy	WBA	<ul style="list-style-type: none"> • Questions/discussion
Other Legal Matters	WBA/Board	

8. Facilities Management/District Operations Report	Speaker	Notes/Minutes
Management Report	RowCal	<ul style="list-style-type: none"> • Updates and questions
Other Management Matters	RowCal/Board	<ul style="list-style-type: none"> • Updates and questions

9. Board Action Items	Speaker	Notes/Minutes
2021 Capital Spending Plan	Board	<ol style="list-style-type: none"> 1. Park Lighting – Tabled to see what happens with school site. 2. Tree Plan – 2021-2023 plus 70 lost trees (~400k) Board Leads: Josie/Shawn 3. Mail Kiosk Lighting – Board Leads Josie/Shawn 4. Park Signs – Landscape Committee 5. Entry Way Enhancements – Landscape Committee 6. Median Enhancements/Redesign - Option to change endcaps/corners - Landscape Committee

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Snow Removal on City-Owned Streets – License Agreement with City	Board	<ul style="list-style-type: none"> • Approved Contractors • Pre-Approval Discussion
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10. District Committee Updates	Speaker	Notes/Minutes
Landscape Committee	Bret Erickson RowCal	<ul style="list-style-type: none"> • Results of Landscape Committee Survey • Update on Park Signs and Landscaping around Large Sign • Update on Lennar tract turnover • Landscaping Report – questions/discussion • 2021-2022 Landscape Maintenance Contract – Update- • Landscape Contractor Transition
Design Review Committee (DRC)	RowCal Shawn McGoff	<ul style="list-style-type: none"> • Residential Guidelines progress • Review Covenant Enforcement Report – questions/discussion • Other updates
Advisory Committee	Shawn McGoff Josie O’Neill	<ul style="list-style-type: none"> • Advisory Committee Updates
Social Committee	Josie O’Neill	<ul style="list-style-type: none"> • Social Committee Updates
Website Committee	Shawn/Tim	<ul style="list-style-type: none"> • Landing page redesign & FAQs
Security/Safety Committee	Shawn McGoff	<ul style="list-style-type: none"> • Board Direction to Address Community Safety • Neighborhood Watch

11. Director Items/Other Business	Speaker	Notes/Minutes
SARIA Meeting Update	Shawn McGoff	
WPRA Meeting Update	Maria Elena	
Board Emails from Residents	Board	
Other Director Items	Board	<ul style="list-style-type: none"> • Board Member Roles

12. 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. 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. In person, please sign in, via Zoom – please raise hand during the time of Public Comment.

13. Adjournment

RECORD OF PROCEEDINGS

**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
HIGH PLAINS METROPOLITAN DISTRICT
HELD
JANUARY 26, 2021**

A special meeting of the Board of Directors of the High Plains Metropolitan District was held Tuesday, January 26, 2021, at 4:00 p.m. Due to current circumstances related to COVID-19, this meeting was held electronically via Zoom. The meeting was open to the public.

In attendance were Directors:

Shawn McGoff
Josie O'Neill
Jill Shadwell
Maria Elena Daniels
Bret Erickson

Also in attendance were:

Tina Marie; Haven Management
Geol Scheirman; Advanced Management
Conor Case and Irene Borisov; Summit Management
Kimberly Armitage and Laurie Walker: YMCA
Carol Hesketh; resident
Casey Reinke; resident

Call to Order The Special Meeting was called to order.

Declaration of Quorum

A quorum was confirmed.

Disclosures and Potential Conflicts of Interest

Not discussed.

Property Management Tech Demo & Discussion (Summit, Haven, Advance)

The property management firms of Haven Management, Advanced Management and Summit Management were interviewed and presented material to the Board.

YMCA Wheatlands Presentation

Kimberly Armitage and Laurie Walker from YMCA Metro Denver presented communications to residents in the District. The Board will review the documents and vote at the February Board meeting.

RECORD OF PROCEEDINGS

Capital Projects Funding for 2021

The Board discussed capital project prioritization and will address this at the February Board meeting.

Committee Update

Director Erickson reported he would like to remove Director Shadwell from the Landscape Committee and appoint himself as Chairmen of the Committee, removing Director Daniels from the Chair position. Following discussion, upon a motion duly made by Director Erickson, seconded by Director McGoff, with a vote of yes by Directors McGoff, O'Neill and Erickson and a vote of no by Directors Shadwell and Daniels, the motion passed.

There was no update from the Social Committee.

Director McGoff reported on jellyfish lighting and trash enclosures. This will be discussed at the February Board meeting.

Director Erickson updated the Board on the Lennar landscape issues. He will report back after a final walkthrough with Lennar.

Director Items/Other Business

Director McGoff reminded the Board of the social media responsibilities and suggested crafting a Director Social Media Policy.

Public comment

Carol Helketh asked why the meeting notice was not posted on Facebook. Director McGoff reported that only on posting location is required, and that the notice was posted. Discussion ensued regarding issues with Advanced Management sharing personal information in a public meeting.

Casey Reinke raised concerns with communications with the current management company and mentioned the he is not receiving any follow-up from Summit Management.

Adjournment

There being no further business, upon a motion duly made by Director O'Neill, seconded by Director McGoff, and upon vote unanimously carried, the Board adjourned the meeting.

RECORD OF PROCEEDINGS

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

Respectfully submitted,

Secretary for the Meeting

RECORD OF PROCEEDINGS

**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
HIGH PLAINS METROPOLITAN DISTRICT
HELD
FEBRUARY 18, 2021**

A special meeting of the Board of Directors of the High Plains Metropolitan District was held Thursday, February 18, 2021, at 6:00 p.m. Due to current circumstances related to COVID-19, this meeting was held electronically via Zoom. The meeting was open to the public.

In attendance were Directors:

Shawn McGoff
Josie O'Neill
Bret Erickson
Maria Elena Daniels
Jill Shadwell

Also, in attendance were:

Vicky Lisa, Ken Gregg and Mike Lovick; Cherry Creek Schools
Adam; resident
Don Myers; resident
Casey Reinke; resident

Call to Order The special meeting was called to order at 6:02 p.m.

Declaration of Quorum

A quorum was confirmed.

Disclosures and Potential Conflicts of Interest

No new disclosures.

Agenda Revisions, Approval

Following discussion, upon a motion duly made by Director O'Neill, seconded by Director Erickson, and upon vote unanimously carried, the Board approved the Agendas.

Public Comment

Don Myers resigned from the Security Committee, but noted he is available to assist as needed. He expressed a shout out to Director Shadwell and Director Daniels.

Casey Reinke expressed the hope that the Board members will use a forum, not online, to air grievances as elected officials.

RECORD OF PROCEEDINGS

Adam expressed concern regarding citizens being able to see the hostility on social media channels and hoped that the hostility will be resolved.

Consent Agenda

Approve November 17, 2020 and November 19, 2020 Special Meeting Minutes

Approve January 26, 2021 Special Meeting Minutes

Approve Payable Listing sin the Amount of \$184,374.30 and \$13,520.92.

Approve Resolution Designating Districts' 24-Hour Posting Location

Accept Informational Enclosure – District Annual Compliance Filings

Following discussion, upon a motion duly made by Director Erickson, seconded by Director O'Neill, and upon vote unanimously carried, the Board approved the Consent Agenda.

Cherry Creek Schools – Becky Lisi and Mike Lovick

Ms. Lisi reviewed the boundary process, school site, schematic design, impacted neighborhoods and noted the new school will open in August of 2022.

Ken Gregg reviewed the elementary school 45 concept plan, including parking, bus loading zones, fields and building payout.

Mr. Lovick noted that the School District would pay the costs of the legal documents and site work.

Director McGoff requested the proposed profile of the park sign connecting to the school site for Board review and approval.

Financial Report/Financial Matters

Review and Consider Acceptance of Unaudited Financial Statements

Ms. Bartow reviewed the financial report with the Board. Director Daniels requested information from the top three vendors: 1) Arrowhead Landscape, 2) Cox Landscape, 3) White Bear Ankele. This is to include all three funds. After discussion, upon a motion duly made by Director O'Neill, seconded by Director Shadwell, and upon vote unanimously carried, the Board accepted the unaudited financial statements.

Discuss 2020 Audit Process and Timing

Ms. Bartow reported the field work is scheduled for June 4th.

Other Financial Matters

Discussion ensued regarding Board compensation allocated to other funds. Is this sub-accounted for?

RECORD OF PROCEEDINGS

Legal Matters

Consider Approval of First Amended and Restated Resolution Establishing Landscape Committee

Director Shadwell explained the background of the committee and the resolution. Director Daniels would not approve as is written. It was faulty from the start. What she would like to see is if someone is removed from their position without because it has to be agreed by the whole board... a unanimous vote. Few would want to join a purely voluntary group when they can be removed without due process. Director Daniels stated she would not endorse bad behavior. Following discussion, upon a motion duly made by Director Daniels, seconded by Director Erickson, and upon a vote of 3 for and Director Daniels and Director Shadwell against, the Board approved the First Amended and Restated Resolution Establishing Landscape committee.

Discuss District Procurement Policy

This matter was tabled.

Other Legal Matters

None.

Facilities Management/District Operations Report

Management Report: Summit

Irene reported the commercial grade BB hoops are on order. It was also reported that the management platform transition has started.

Discuss Snow Removal Coordination (Sidewalks) with Lennar and the Club

Summit reached out to Lennar and Club Corp as the District is not responsible for these sidewalks.

Board Action Items

Management Company Vote

Director Daniels noted she was the only Board member to attend ALL the presentations for the management companies. Considering cost, quality of the presentation, and making the comparable with the two other companies, Director Daniels' vote is for Neighborhood Management Inc. - Haven. Their packet was complete. They are willing to adjust to our budget and are doing a good job with our neighbors in Tallyn's Reach. They have the team to take our neighborhood forward in an organized way.

RECORD OF PROCEEDINGS

Director O'Neill agreed with the assessment of Haven. There have been some issues with Summit on communication and follow through. Director O'Neill noted that with Summit's new partnership it will offer opportunity to get what the Board needs. She would also like to give the current vendor the opportunity for a period before making a switch.

Director Erickson noted that the Board asked Summit to get some technology, and they did that. Director Erickson suggested to give Summit a chance to move forward for one year and readdress at the end of 2021.

Director McGoff reported that he liked Advance, but they made some mistakes. Haven does not manage any Metropolitan Districts and is new to Colorado. He would like to give them a trial period.

Director Shadwell discussed Advanced. Resident response was that they responded sporadically and did not give a high level of services. The residents deserve service not just technology. The current management company is the lowest quality ever experienced. He would like legal fees reduced and more responsive on the management company.

Resident responses were: 1) 7 messages not returned, no responses; 2) outstanding ARC requests from October to better the community and there is no interaction with them; 3) they feel like the decision was made prior to the meeting. Residents would like to express concerns and want the meeting to be productive.

Following discussion, upon a motion duly made by Director Daniels, seconded by Director Erickson, and upon a vote of 3 for and Directors Shadwell and Maria Daniels opposed, the Board decided to keep Summit.

2021 Capital Spending Plan Vote

Discussion ensued regarding the 2021 capital projects below:

Park Lighting – tabled pending the school site.

Tree Plan - Upon a motion duly made by Director O'Neill, seconded by Director McGoff, and upon vote unanimously carried, the Board approved the 2021-2022 tree plans with the addition of 70 lost trees with Bob Howley in the amount of \$400,000.

Mail Kiosk Lighting – following discussion, upon a motion duly made by Director O'Neill, seconded by Director McGoff, and upon vote unanimously carried, the Board approved the mail kiosk lighting.

Park Signs – It was noted that the names have already been decided. Director Erickson will speak with the Landscape Committee.

RECORD OF PROCEEDINGS

Entryway Enhancements – The Board will lead this with Director Erickson and the Landscape Committee.

Median Enhancements/Redesign (tall grasses) – Director Erickson will lead with the Landscape Committee to look at options to change the endcaps and corners.

District Committee Updates

Landscape Committee

Update on Park Signs and Landscaping around Large Sign
Update on Lennar tract turnover

Director Erickson reported a letter was received from the architect that they were not able to walk the are in the cold temperature. Director Erickson and Director Shadwell will attend the walk.

Landscaping Report – questions/discussion

2021-2022 Landscape Maintenance Contract

Director Daniels presented finding of RFP work session. There were proposals received from five companies. A work session is set for February 25th after 4:00 p.m.

Consider Appointing Committee Members

Director Daniels resigned from the Committee. Following discussion, upon a motion duly made by Director Erickson, seconded by Director Shadwell and upon vote unanimously carried, the Board appointed Toby Arriotola, Kate Arriotola, Dave, Gayle, Lee McCall and Cheryl Hamilton to the Landscape Committee.

Discussion ensued regarding the color annuals needing to be ordered. Director Erickson will get proposals to the Board. Upon a motion duly made by Director Erickson, seconded by Director Shadwell, and upon vote unanimously carried, the Board approved an amount not to exceed \$17,000 for color annuals.

Design Review Committee

Residential Guidelines - are in progress.

Review Covenant Enforcement Report – questions/discussion – no report

Other Updates – Director Daniels resigned.

RECORD OF PROCEEDINGS

Advisory Committee

Advisory Committee updates – None.

Social Committee

Social Committee updates – None.

Website Committee

Landing page redesign & FAQs – Director McGoff reported he is working on a concept plan and would like direction from the Board.

Security/Safety Committee

The resignations of Director Shadwell and Director Daniels were acknowledged. Board Director to Address Community Safety – Director McGoff reported he has not had any presentations other than for patrols. Board direction was requested.

Neighborhood Watch – Meeting set for February 25th. Director Daniels resigned.

Upon a motion duly made by Director Shadwell, seconded by Director McGoff, and upon a vote of 3 to 1, the Board noted the resignations and requested names of community members for a vote at the next Board meeting.

Director Items/Other Business

Landscaping Vendor Work Session – Previously discussed.

SARIA Meeting Update – tabled.

WPRA Meeting Update – Director Daniels noted she reviewed an add from Kimberly. Director Daniels asked to add membership fees and discount process. Otherwise the add looked good.

Board Emails from Residents – tabled.

Other Director Items

Social Media Policy – not discussed.

Community Survey – not discussed.

Board Member Roles – not discussed.

Public Comment

Discussion ensued regarding rumors of a new pool built in the new Lennar section. This has not been a discussion for the District.

RECORD OF PROCEEDINGS

Appreciation was noted regarding the difficult spot the Board is in, as everyone handles things differently. Some grateful residents have volunteered time, kept above board and got along.

Adjournment

There being no further business, upon a motion duly made by Director McGoff, seconded by Director O'Neill, and upon vote unanimously carried, the Board adjourned the meeting at 8:00 p.m.

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

Respectfully submitted,

Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE HIGH PLAINS METROPOLITAN DISTRICT HELD MARCH 5, 2021

A special meeting of the Board of Directors of the High Plains Metropolitan District was held Friday, March 5, 2021, at 5:00 p.m. Due to current circumstances related to COVID-19, this meeting was held electronically via Zoom. The meeting was open to the public.

In attendance were Directors:

Shawn McGoff
Josie O'Neill
Bret Erickson
Maria Elena Daniels
Jill Shadwell

Also in attendance were:
Resident

Call to Order The special meeting was called to order at 5:01 p.m.

Declaration of Quorum

A quorum was confirmed.

Disclosures and Potential Conflicts of Interest

No new disclosures.

Agenda Revisions, Approval

Following discussion, upon a motion duly made by Director Erickson, seconded by Director O'Neill, and upon vote unanimously carried, the Board approved the Agendas.

Landscape Vendor Vote

The three finalists were Brightview, Cox and LandTech. Director Daniels reviewed the proposed changes to the LandTech proposal. Following review and discussion, upon a motion duly made by Director McGoff, seconded by Director Shadwell, and upon vote unanimously carried, the Board approved the LandTech proposal to start May 1, 2021. Cox is to supply flowers to be planted by Landtech.

Landscape Tree Replacement

RECORD OF PROCEEDINGS

Discussion ensued regarding the 400 trees, reiterating that the trees must be at a proper size. Following discussion, upon a motion duly made by Director Shadwell, seconded by Director Erickson, and upon vote unanimously carried, the Board approved the reengagement of Bob Howey for the landscape tree replacement.

DRC Approval Item – Non-Standard Paint Approval

The Board discussed a variance request for 26896 E. Clifton Place regarding the color palette and staining of the brick. Following discussion, upon a motion duly made by Director McGoff, seconded by Director Erickson, and upon vote unanimously carried, the Board approved the request subject to the condition that brick staining be maintained i.e. no chipping, flaking, deterioration, fading, etc.

Director Items/Other Business

None.

Public Comment

A homeowner asked if there as an update on the proposed school. The Board noted that the school has not circulated any documents to the District.

Adjournment

There being no further business, upon a motion duly made by Director Erickson, seconded by Director O'Neil, and upon vote unanimously carried, the Board adjourned the meeting at _____ p.m.

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

Respectfully submitted,

Secretary for the Meeting

High Plains Metro District Interim Claims 2/13/21 - 3/16/21

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
2/17/2021	Xcel Energy	53-8016149-9	\$ 1,101.62
2/18/2021	Cox Professional Landscape Services LLC	Multiple	10,607.12
2/18/2021	Full Spectrum Lighting, Inc.	1000496	100.00
2/18/2021	Harpster Maintenance Services, LLC	1402	690.00
2/18/2021	Pet Scoop, Inc.	325701	252.00
2/18/2021	RowCal Corporate CO	3716	3,870.50
2/18/2021	Sequoia Golf Blackstone Country Club	HPMD122020	1,969.46
2/18/2021	Tree Analysis Group, LLC	20012	3,290.00
2/22/2021	Waste Management of Denver	1124639-0178-8	11,273.66
2/23/2021	CliftonLarsonAllen LLP	2742109	2,708.90
2/23/2021	Consilium Design, Inc.	5495	1,431.42
2/23/2021	Cox Professional Landscape Services LLC	Multiple	1,253.20
2/23/2021	Creative Visions	8613	12,089.50
2/23/2021	John and Patty Marchlowska	Refund 2/9/21	165.00
2/23/2021	Lee Design Group LLC	BST21/01	815.00
2/23/2021	White Bear Ankele Tanaka & Waldron	14282	2,843.72
3/11/2021	South Aurora Regional Improvement Authority	July-Dec 2020	466.61
	Total		<u><u>\$ 54,927.71</u></u>

HIGH PLAINS METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

FEBRUARY 28, 2021

**HIGH PLAINS METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
FEBRUARY 28, 2021**

	General	Operations Fee	Debt Service - GO Bonds	Debt Service - Revenue	Capital Projects	Capital Projects - Regional Improvement	Total
ASSETS							
1st Bank	\$ 14,258	\$ 177,426	\$ -	\$ -	\$ -	\$ -	\$ 191,684
Colotrust	1,844,530	232,368	1,947,740	12,789	-	909	4,038,336
Accounts receivable	-	55,321	-	-	-	-	55,321
Receivable from Century Communities	1,000	-	-	-	-	-	1,000
Receivable from County Treasurer	496,839	-	579,384	-	-	18,200	1,094,423
TOTAL ASSETS	\$ 2,356,627	\$ 465,115	\$ 2,527,124	\$ 12,789	\$ -	\$ 19,109	\$ 5,380,764
LIABILITIES AND FUND BALANCES							
LIABILITIES							
Accounts payable	\$ 9,597	\$ 7,199	\$ -	\$ -	\$ -	\$ -	\$ 16,796
Prepaid assessments	-	64,016	-	-	-	-	64,016
Due to Beacon Point	-	-	-	12,789	-	-	12,789
Due to SARIA	-	-	-	-	-	19,109	19,109
Development fees payable	-	-	168,500	-	-	-	168,500
TOTAL LIABILITIES	9,597	71,215	168,500	12,789	-	19,109	281,210
FUND BALANCES							
Fund balances	2,347,030	393,900	2,358,624	-	-	-	5,099,554
TOTAL LIABILITIES AND FUND BALANCES	\$ 2,356,627	\$ 465,115	\$ 2,527,124	\$ 12,789	\$ -	\$ 19,109	\$ 5,380,764

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

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2021**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes	\$ 1,288,434	\$ 510,134	\$ (778,300)	\$ 508,843
Specific ownership taxes	93,536	14,699	(78,837)	15,198
Interest income	4,800	127	(4,673)	2,053
Other revenue	2,000	72	(1,928)	-
TOTAL REVENUES	<u>1,388,770</u>	<u>525,032</u>	<u>(863,738)</u>	<u>526,094</u>
EXPENDITURES				
Accounting	52,000	6,612	45,388	9,308
Audit	4,950	-	4,950	-
County Treasurer's fee	19,327	7,652	11,675	7,633
Directors' fees	2,800	600	2,200	500
Director and meeting expense	2,500	-	2,500	338
Insurance	35,000	32,821	2,179	25,884
Legal	65,000	7,400	57,600	15,039
Miscellaneous	2,000	1,166	834	1,035
Payroll taxes	214	61	153	38
Election expense	-	-	-	3,660
Website	1,500	150	1,350	-
Contingency	24,709	-	24,709	-
TOTAL EXPENDITURES	<u>210,000</u>	<u>56,462</u>	<u>153,538</u>	<u>63,435</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	1,178,770	468,570	(710,200)	462,659
OTHER FINANCING SOURCES (USES)				
Transfers to other fund	(1,340,000)	(12,090)	1,327,910	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>(1,340,000)</u>	<u>(12,090)</u>	<u>1,327,910</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	(161,230)	456,480	617,710	462,659
FUND BALANCES - BEGINNING	1,047,528	1,890,549	843,021	850,147
FUND BALANCES - ENDING	<u>\$ 886,298</u>	<u>\$ 2,347,029</u>	<u>\$ 1,460,731</u>	<u>\$ 1,312,806</u>

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

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2021**

OPERATIONS FEE FUND

	Annual Budget	Year to Date Actual	Variance	Prior Year to Date Actual
REVENUES				
Interest income	\$ 1,200	\$ 16	\$ (1,184)	\$ 903
Operations fee (homeowners)	600,000	139,260	(460,740)	127,273
Operations fee (vacant lots)	30,000	4,557	(25,443)	10,974
Working capital	60,000	6,000	(54,000)	5,500
Design review fees	5,000	-	(5,000)	1,040
Legal collection fees	6,000	455	(5,545)	652
Violations and late fees	5,000	-	(5,000)	-
TOTAL REVENUES	<u>707,200</u>	<u>150,288</u>	<u>(556,912)</u>	<u>146,342</u>
EXPENDITURES				
Legal - collections	6,000	5,908	92	564
Miscellaneous	2,000	15	1,985	475
Community activities	15,000	-	15,000	-
Design review	5,000	950	4,050	730
Facilities management - contract	50,000	7,741	42,259	7,277
Facilities management - costs	13,000	1,269	11,731	2,198
Flowers	45,000	-	45,000	-
Irrigation repairs and improvements	50,000	-	50,000	-
Landscape maintenance - contract	195,000	10,337	184,663	10,326
Landscape improvements	75,000	731	74,269	440
Tree and shrub replacement	125,000	-	125,000	5,260
Safety	120,000	-	120,000	-
Gas and electric	10,000	2,003	7,997	1,447
Trash removal	150,000	22,166	127,834	20,816
Water - irrigation	125,000	1,102	123,898	953
Grounds maintenance	30,000	3,512	26,488	1,371
Holiday lighting	20,000	840	19,160	852
Lighting	10,000	100	9,900	703
Playground inspection and repairs	10,000	-	10,000	-
Snow removal	20,000	-	20,000	170
Vandalism	2,000	650	1,350	-
Contingency	37,000	-	37,000	-
TOTAL EXPENDITURES	<u>1,115,000</u>	<u>57,324</u>	<u>1,057,676</u>	<u>53,582</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(407,800)</u>	<u>92,964</u>	<u>500,764</u>	<u>92,760</u>
OTHER FINANCING SOURCES (USES)				
Transfers from other funds	125,000	-	(125,000)	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>125,000</u>	<u>-</u>	<u>(125,000)</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	<u>(282,800)</u>	<u>92,964</u>	<u>375,764</u>	<u>92,760</u>
FUND BALANCES - BEGINNING	<u>304,113</u>	<u>300,936</u>	<u>(3,177)</u>	<u>352,310</u>
FUND BALANCES - ENDING	<u>\$ 21,313</u>	<u>\$ 393,900</u>	<u>\$ 372,587</u>	<u>\$ 445,070</u>

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

SUPPLEMENTARY INFORMATION

**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2021**

DEBT SERVICE - GO BONDS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
REVENUES				
Property taxes	\$ 1,503,173	\$ 595,157	\$ (908,016)	\$ 593,651
Specific ownership taxes	105,222	16,535	(88,687)	17,698
Interest income	9,000	132	(8,868)	5,382
TOTAL REVENUES	<u>1,617,395</u>	<u>611,824</u>	<u>(1,005,571)</u>	<u>616,731</u>
EXPENDITURES				
County Treasurer's fee	22,548	8,927	13,621	8,905
Paying agent fees	450	-	450	-
Bond interest - Series 2017	1,114,925	-	1,114,925	-
Bond principal - Series 2017	300,000	-	300,000	-
Contingency	2,077	-	2,077	-
TOTAL EXPENDITURES	<u>1,440,000</u>	<u>8,927</u>	<u>1,431,073</u>	<u>8,905</u>
NET CHANGE IN FUND BALANCES	177,395	602,897	425,502	607,826
FUND BALANCES - BEGINNING	<u>1,740,923</u>	<u>1,755,726</u>	<u>14,803</u>	<u>1,531,197</u>
FUND BALANCES - ENDING	<u>\$ 1,918,318</u>	<u>\$ 2,358,623</u>	<u>\$ 440,305</u>	<u>\$ 2,139,023</u>

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**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2021**

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	\$ -	\$ -	\$ -	\$ -

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**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2021**

CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance	Prior Year to Date Actual
REVENUES				
Interest income	\$ 1,500	\$ -	\$ (1,500)	\$ 3,832
TOTAL REVENUES	<u>1,500</u>	<u>-</u>	<u>(1,500)</u>	<u>3,832</u>
EXPENDITURES				
Monumentation	-	12,090	(12,090)	117
Park Improvements	-	-	-	416,627
Entryways	-	-	-	5,576
Capital outlay	1,116,500	-	1,116,500	-
TOTAL EXPENDITURES	<u>1,116,500</u>	<u>12,090</u>	<u>1,104,410</u>	<u>422,320</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,115,000)	(12,090)	1,102,910	(418,488)
OTHER FINANCING SOURCES (USES)				
Transfers from other funds	1,215,000	12,090	(1,202,910)	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>1,215,000</u>	<u>12,090</u>	<u>(1,202,910)</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	100,000	-	(100,000)	(418,488)
FUND BALANCES - BEGINNING	<u>350,000</u>	<u>-</u>	<u>(350,000)</u>	<u>1,449,350</u>
FUND BALANCES - ENDING	<u>\$ 450,000</u>	<u>\$ -</u>	<u>\$ (450,000)</u>	<u>\$ 1,030,862</u>

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**HIGH PLAINS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2021**

CAPITAL PROJECTS - REGIONAL IMPROVEMENT FUND

	Annual Budget	Year to Date Actual	Variance	Prior Year to Date Actual
REVENUES				
Property taxes - Regional mill levy	\$ 47,801	\$ 18,926	\$ (28,875)	\$ 18,878
TOTAL REVENUES	<u>47,801</u>	<u>18,926</u>	<u>(28,875)</u>	<u>18,878</u>
EXPENDITURES				
County Treasurer's fee	717	284	433	283
Regional mill levy - Payment to SARIA	47,084	18,642	28,442	18,595
TOTAL EXPENDITURES	<u>47,801</u>	<u>18,926</u>	<u>28,875</u>	<u>18,878</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	-	-	-
OTHER FINANCING SOURCES (USES)				
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES	-	-	-	-
FUND BALANCES - BEGINNING	-	-	-	-
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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**HIGH PLAINS METROPOLITAN DISTRICT
2021 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 2021. 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 2021.

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

**HIGH PLAINS METROPOLITAN DISTRICT
2021 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.

Debt Service

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

See related notes below under Debt and Leases.

**HIGH PLAINS METROPOLITAN DISTRICT
2021 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.

**HIGH PLAINS METROPOLITAN DISTRICT
2021 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, 2019	Additions	Retirement of Long-Term Obligations	Balance - December 31, 2020
Reimbursement Agreements				
Lennar - Capital	\$ 15,530,600	\$ -	\$ (15,530,600)	\$ -
Lennar - Capital - Interest	14,687,450	1,087,142	(15,774,592)	-
MS Rialto - Capital	787,397	-	-	787,397
MS Rialto - Capital - Interest	613,408	55,268	-	668,676
MS Rialto - Operations	414,611	-	-	414,611
MS Rialto - Operations - Interest	289,636	29,102	-	318,738
Total	<u>\$ 32,323,102</u>	<u>\$ 1,171,512</u>	<u>\$ (31,305,192)</u>	<u>\$ 2,189,422</u>
	Balance - December 31, 2020	Additions	Retirement of Long-Term Obligations	Balance - December 31, 2021
Reimbursement Agreements				
MS Rialto - Capital	\$ 787,397	\$ -	\$ -	\$ 787,397
MS Rialto - Capital - Interest	668,676	55,118	-	723,794
MS Rialto - Operations	414,611	-	-	414,611
MS Rialto - Operations - Interest	318,738	29,023	-	347,761
Total	<u>\$ 2,189,422</u>	<u>\$ 84,141</u>	<u>\$ -</u>	<u>\$ 2,273,563</u>

Reserves

Emergency Reserves

The District has provided an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2021, as defined under TABOR.

**HIGH PLAINS METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
December 31, 2021**

<u>Bonds and Interest Maturing in the Year Ending December 31,</u>	\$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		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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
	<u>\$ 27,205,000</u>	<u>\$ 19,346,975</u>	<u>\$ 46,551,975</u>

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

High Plains Metropolitan District
Schedule of Cash Position
February 28, 2021
Updated as of March 12, 2021

	General Fund	Special Revenue Fee Fund	Debt Service Fund GO Bonds	Debt Service Fund Revenue	Capital Projects Fund	Capital Projects Regional Imprvmt	Total
<u>1st Bank - Cheolin</u>							
Balance as of 2/28/21	\$ 14,258.35	\$ 177,426.45	\$ -	\$ -	\$ -	\$ -	\$ 191,684.80
Subsequent activity:							
Anticipated Bill.com Payment	(5,694.17)	(13,362.49)	-	-	-	-	(19,056.66)
Anticipated Balance	8,564.18	164,063.96	-	-	-	-	172,628.14
<u>Colotrust - Savin[®] Account</u>							
Balance as of 2/28/21	\$ 1,844,530.38	\$ 232,367.56	\$ 1,947,739.71	\$ 12,788.76	\$ -	\$ 908.54	\$ 4,038,334.95
Subsequent activity:							
03/10/21 - Property tax deposit (February)	496,838.52	579,384.07	-	-	-	18,200.24	1,094,422.83
Surplus fund	-	-	(1,000,000.00)	-	-	-	(1,000,000.00)
Development fees payable	-	-	(168,500.00)	-	-	-	(168,500.00)
Anticipated Transfer to SARLA	-	-	-	-	-	(19,108.78)	(19,108.78)
Anticipated Balance	2,341,368.90	811,751.63	779,239.71	12,788.76	-	-	3,945,149.00
Total by fund	\$ 2,349,933.08	\$ 975,815.59	\$ 779,239.71	\$ 12,788.76	\$ -	\$ -	\$ 4,117,777.14

Yield Information:

Colotrust Prime (February 2021) - .04%

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HIGH PLAINS METROPOLITAN DISTRICT
Property Taxes Reconciliation
2021

	Current Year									Prior Year		
	Property Taxes	Delinquent Taxes, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	YTD
January	\$ 26,650.29	\$ -	\$ 17,915.32	\$ -	\$ (399.75)	\$ -	\$ 44,165.86	0.94%	0.94%	\$ 29,885.25	0.52%	0.52%
February	1,097,567.43	-	13,318.91	-	(16,463.51)	-	1,094,422.83	38.65%	39.59%	1,107,563.30	40.97%	41.49%
March	-	-	-	-	-	-	-	0.00%	39.59%	127,002.78	4.21%	45.71%
April	-	-	-	-	-	-	-	0.00%	39.59%	363,637.37	13.29%	58.99%
May	-	-	-	-	-	-	-	0.00%	39.59%	85,659.36	2.71%	61.70%
June	-	-	-	-	-	-	-	0.00%	39.59%	1,008,956.80	37.24%	98.94%
July	-	-	-	-	-	-	-	0.00%	39.59%	27,958.18	0.26%	99.20%
August	-	-	-	-	-	-	-	0.00%	39.59%	15,879.70	0.00%	99.20%
September	-	-	-	-	-	-	-	0.00%	39.59%	27,162.21	0.31%	99.51%
October	-	-	-	-	-	-	-	0.00%	39.59%	28,671.65	0.32%	99.83%
November	-	-	-	-	-	-	-	0.00%	39.59%	21,489.91	0.23%	100.06%
December	-	-	-	-	-	-	-	0.00%	39.59%	10,767.25	-0.08%	99.98%
	\$ 1,124,217.72	\$ -	\$ 31,234.23	\$ -	\$ (16,863.26)	\$ -	\$ 1,138,588.69	39.59%	39.59%	\$ 2,854,633.76	99.98%	99.98%

	Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied
Property Tax				
General Fund	\$ 1,288,434.00	45.38%	\$ 510,134.28	39.59%
Debt Service Fund	1,503,173.00	52.94%	595,157.38	39.59%
Regional	47,801.00	1.68%	18,926.06	39.59%
	\$ 2,839,408.00	100.00%	\$ 1,124,217.72	
Specific Ownership Tax				
General Fund	\$ 91,536.00	47.06%	\$ 14,698.92	15.71%
Debt Service Fund	105,222.00	52.94%	16,535.31	15.71%
	\$ 198,758.00	100.00%	\$ 31,234.23	
Treasurer's Fees				
General Fund	\$ 19,327.00	45.38%	\$ 7,652.01	39.59%
Debt Service Fund	22,548.00	52.94%	8,927.36	39.59%
Regional	717.00	1.68%	283.89	39.59%
	\$ 42,592.00	100.00%	\$ 16,863.26	

Due To SARIA From 2020	\$ 466.61
Pledged Tax Collected	18,642.17
Payments to SARIA	-
Due To SARIA	\$ 19,108.78

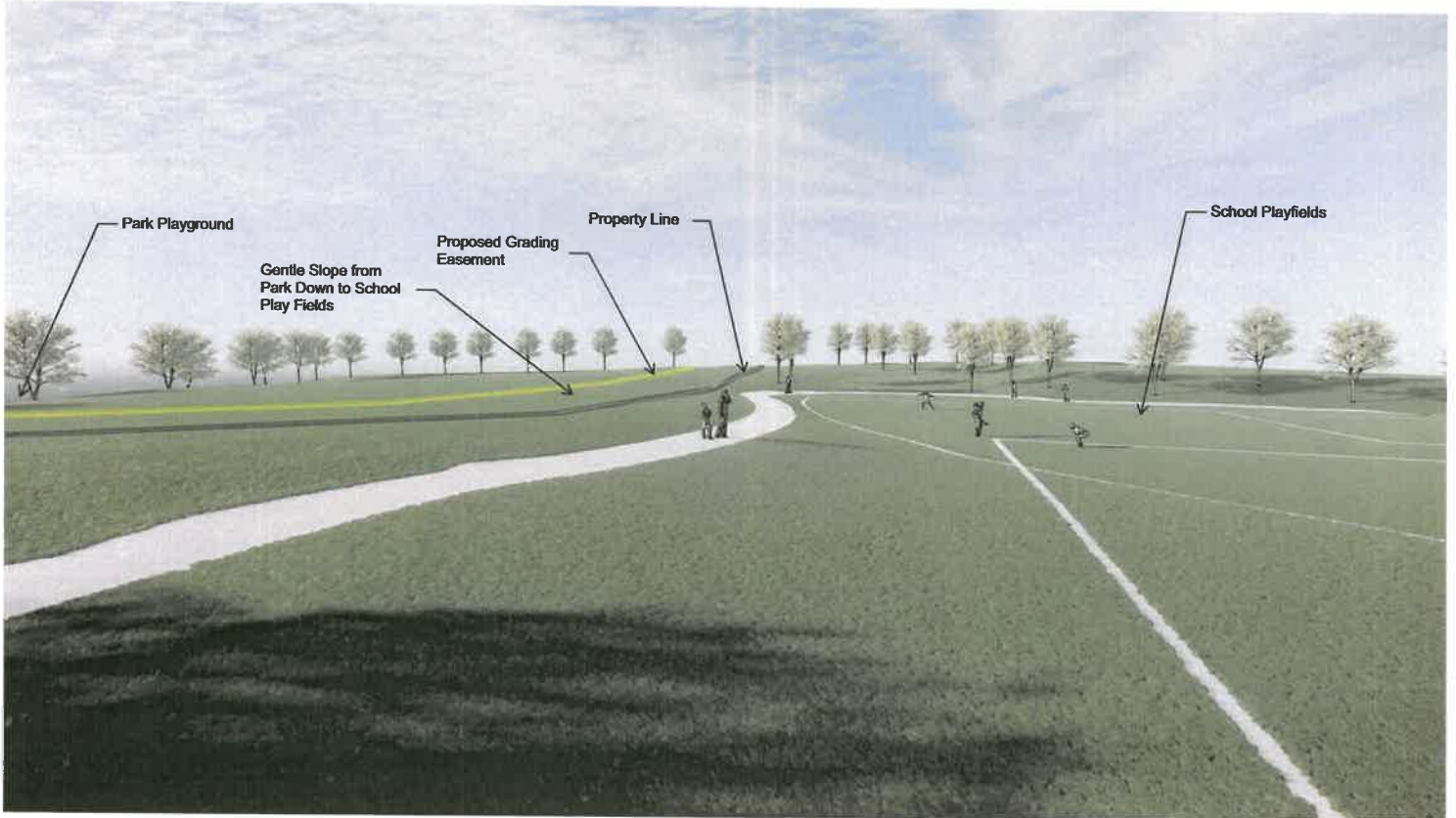
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**CONCEPT PLAN
ELEMENTARY SCHOOL 45, CHERRY CREEK SCHOOL DISTRICT NO. 5
AURORA, COLORADO**

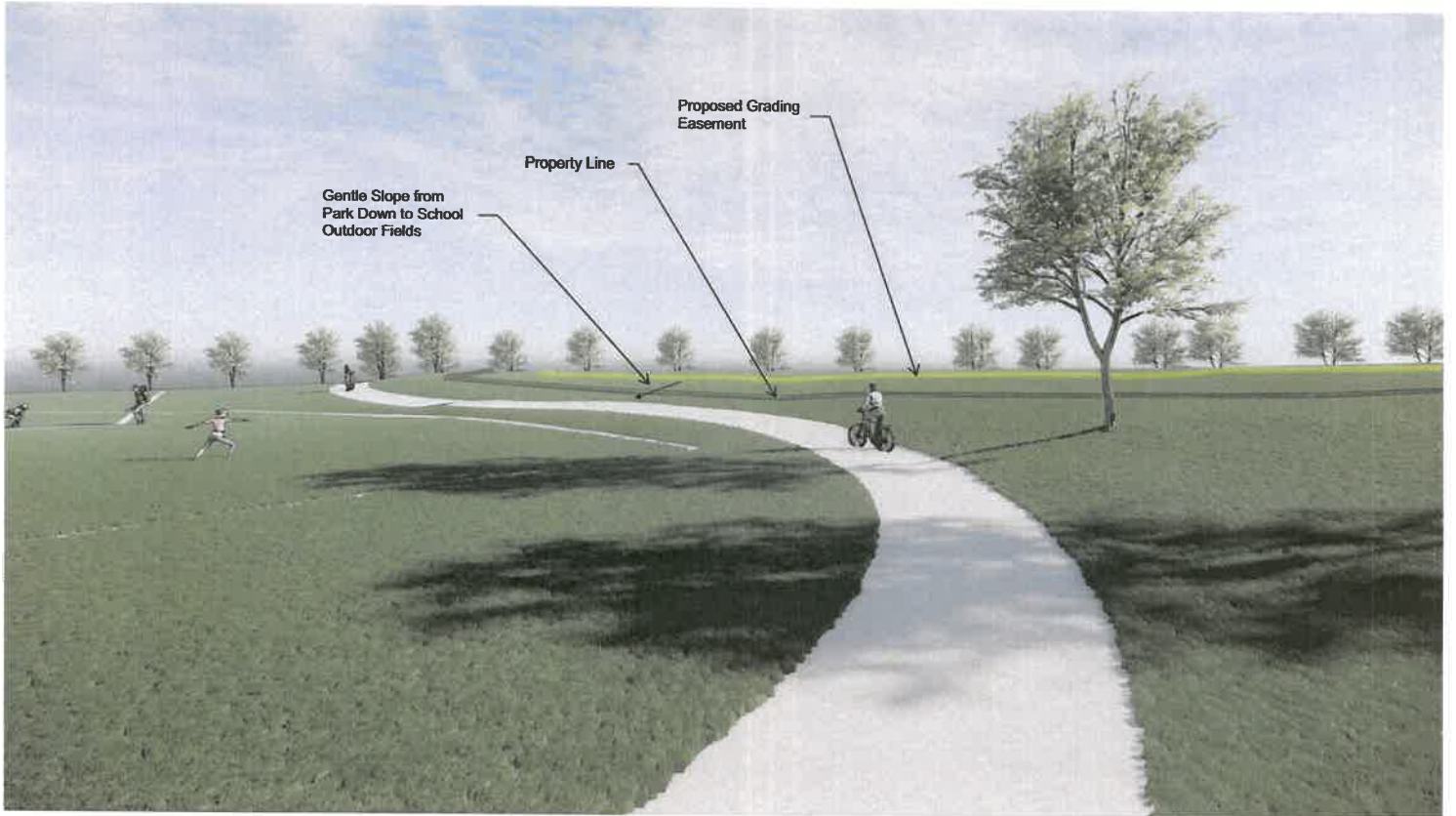
FEBRUARY 2021

SCALE 1" = 20'



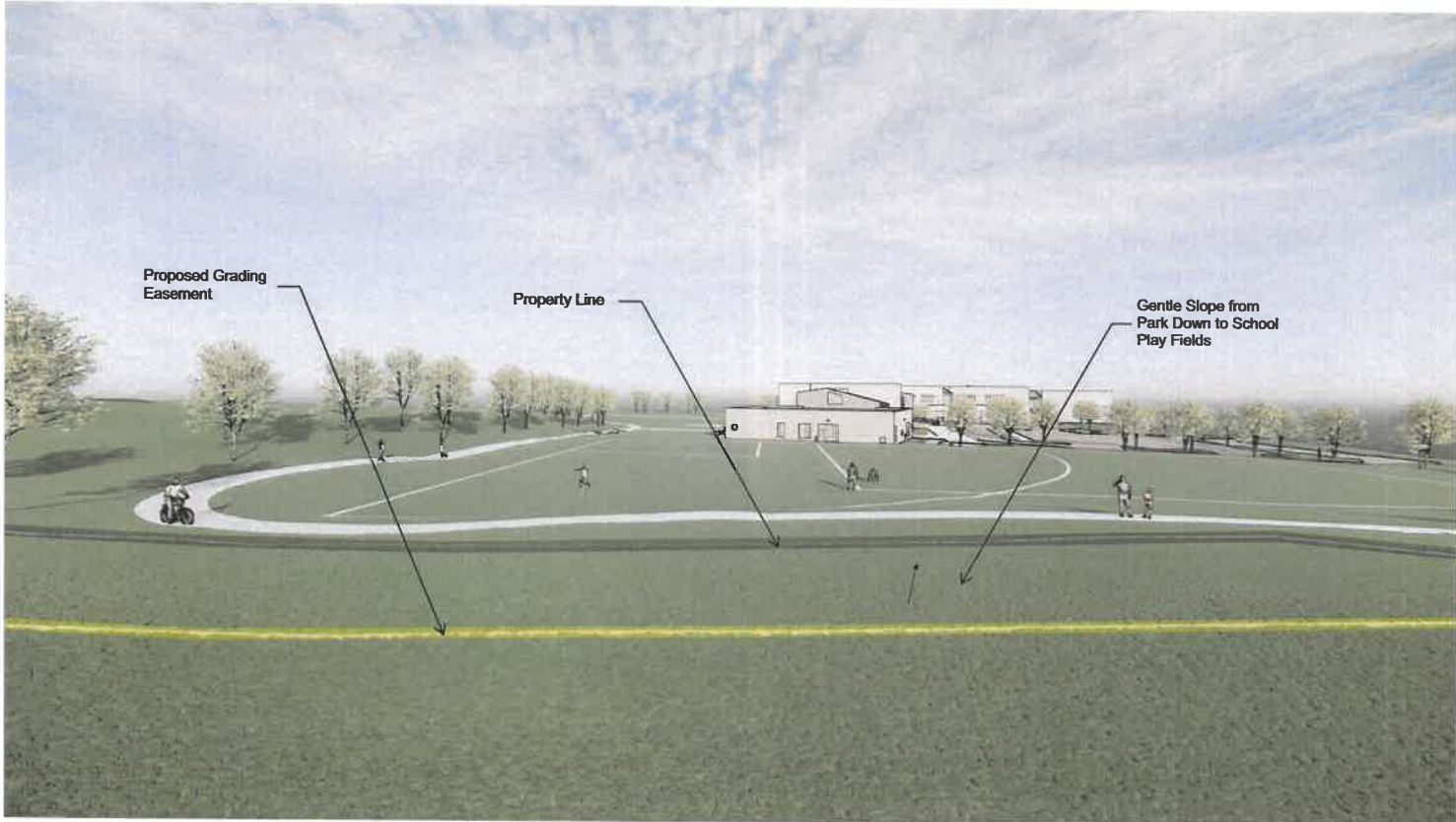
EASEMENT - LOOKING SOUTHWEST





EASEMENT - LOOKING SOUTHEAST





EASEMENT - LOOKING NORTH



Irene Borisov

From: Clint C. Waldron <cwaldron@wbapc.com>
Sent: Wednesday, March 17, 2021 3:09 PM
To: Clint C. Waldron
Subject: FW: Snow Removal Questions - Non principal Areas (Gray)

----- Forwarded Message -----

Subject: Snow Removal Questions
Date: Tue, 9 Mar 2021 21:09:12 +0000
From: Ben Zand <benz@landtechcontractors.com>
To: Maria Elena Daniels <MariaElenaDaniels@highplainsmetro.org>
CC: Garrett Allen <garretta@landtechcontractors.com>

Hi Maria Elena,

I know I attached our blank snow contract in an email for you yesterday, but I went ahead and attached it on this email as well for you for your convenience.

So, to answer the questions for you.

We estimate that it would take about 8-10 hours to plow the grey areas of the property. This is based on a 2"-4" storm and using one truck plow. Now our current snow removal T & M rate for the 4X4 Truck with Plow with Wings is at \$115 an hour, but it will likely be closer to \$125 an hour for the 2021-2022 snow season. So please do keep that in mind when you guys are budgeting.

As far as how we will plow the snow, we will have to just push the snow off the roads towards the sides by the sidewalks/gutters. We will avoid blocking any drains or getting any snow on people's driveways to the best of our ability, but this will be how we will plow the roadways.

Regarding the cul-de-sacs, it will depend on the layout of the homes and the placement of the drain in each cul-de-sac. If we have a spot, we can pile it up to the side of a cul-de-sac, but it looks like the case will be that most of the cul-de-sac will have the snow piled in their center.

For example, the area across the street from 27802 E Long Place has a nice area that we can pile the snow since it isn't in any one person's way.



However, the cul-de-sac to the north of East Longs Place, which is East Links Place, does not have a convenient spot to place the snow so that will end up being piled right in the center.



This seems to be the best option, given that you don't really have many locations on your property to pile snow.

As far as your question regarding the criteria for scheduling street plowing goes, we base that off the snow removal "trigger" you select. A property like yours usually would be at a 2" trigger level for removal. So, during a storm event we will have someone go and physically measure the snow on your property and take a picture for proof. If it is at 2" of

snow accumulation, we'll start plowing. If it is under 2" we won't plow. The same concept applies if you select the 1" trigger. We also have the trace snow removal option, but you don't need that option. That option is for hospitals and libraries. So that is essentially the criteria for the snow on the non-principal areas.

Let me know if this all makes sense please, and if you want, I can go further in detail with you all during our zoom meeting.

Thank you,

Ben Zand
Account Manager



525 Laredo Street
Aurora, CO 80011
Direct 720-975-2218
Cell 720-749-0067
benz@landtechcontractors.com
www.landtechcontractors.com

On 3/1/2021 11:26 AM, Maria Elena Daniels wrote:
Thank you for the presentation on Thursday. It was great.

Attached is the map from the City of Aurora and legend. We didn't follow up about the Proposal for Snow Removal for non-principal streets in Blackstone (gray on map). Can you send a proposal? The proposal needs to include the time the crew will be working in the area and location of where the snow will be dumped.

What would be the criteria for scheduling street plowing?

Thanks,
Maria Elena and Jill



SNOW REMOVAL CONTRACT

For 2020-2021

This Snow Removal Contract ("Contract") is entered into on the _____ day of _____ by and between Landtech Contractors, Inc. ("Contractor") and "_____" ("Customer")

Customer Information: To be filled out by Client

Customer property name: _____
 Customer property address: _____
 Customer on-site rep name: _____
 On-site rep phone #: _____
 Customer emergency rep name: _____
 Emergency rep phone #: _____
 Customer Management Company: _____
 Customer manager name: _____
 Customer billing address: _____
 Customer office phone #: _____
 Customer fax phone #: _____
 Customer e-mail address: _____

Contractor Information:

Contractor's office address: 525 Laredo St., Aurora, CO 80011
 Contractor's office phone #: 303 344 4465
 Contractor's fax phone #: 303 344 1518
 Contractor's billing e-mail address: Billing@Landtechcontractors.com

Contract Term:

Contract commencement date: See above
 Contract termination date: May 31, 2021

1. **Scope of Services:** Contractor will perform the services described in the Snow Removal Requirements ("SRR") Article B, which is attached hereto and incorporated herein by this reference. The SRR must be completed by Customer prior to the start of the snow season and must clearly define the snow removal services that Customer wants Contractor to provide under this Contract and the specific areas of the Customer's Property (identified above). Services will not include ice removal, or the physical removal of snow from the Property. This service is only available with 24 hours notice to Contractor and will be billed on a time and materials basis pursuant to the pricing schedule in Article A of this Contract. Cleaning up of salt, slicer, or other snow melt products used by Contractor is not specifically included under this Contract but is available from Contractor at an additional cost to Customer.

2. **Performance:** All labor, equipment, and materials will be furnished by Contractor. Contractor may use subcontractors in the provision of service under this Contract. Snow plowing will be accomplished by mechanically pushing snow to boundaries designated by Customer in the SRR and will begin once snow levels reach Trace, 1" or 2" ONLY (circle one) Snow removal on sidewalks will be performed by hand shoveling, unless areas are accessible by snow blower and/or ATV (when available) and will begin once snow levels reach Trace, 1" or 2" ONLY (circle one) Unless Customer instructs Contractor otherwise, Customer agrees that Contractor has discretion to determine if snow removal is necessary under this Contract based on snow accumulations, forecasted temperatures and weather conditions for the Property. Customer understands that snow accumulations may vary from one part of town to the next, and that weather conditions in one part of town may not be indicative of accumulations at the Customer's Property. Customer also understands that drifting snow may necessitate plowing of Customer's Property, regardless of the average accumulation at that Property.

Normal nightly refreezing of melted snow and ice may occur for a period of time after each storm or snow event. Therefore, Contractor will return to the Property and will re-plow, re-shovel or re-apply salt, sand or snow melt products as it deems necessary, unless Customer notifies Contractor before-hand not to do so.

Customer is responsible for having all vehicles removed from parking lots, drives, access roads, and designated stock pile areas, so that Contractor can properly and efficiently operate snowplowing equipment. If vehicles are not removed at the time of plowing operation, Contractor will be obligated to plow only those areas available and open for safe use and operation of the snow plow equipment. If the designated stockpile areas are not accessible, Contractor will stockpile snow in an area chosen at Contractor's discretion to provide the least interference with use of the Property.

Services under this Contract will commence during or within twelve (12) hours of the end of any snowfall. Contractor will charge for travel time to the Property according to the type of services to be performed. Services will be initiated when, in the best judgment of Contractor, conditions are such that snow removal services are required. It is Customer's responsibility to notify Contractor when snow services are not required by contacting either of Contractors On-site or Emergency Representatives at the numbers set forth above.

When a large accumulation of snow is predicted, such as an "upslope", blizzard conditions, snow in excess of 12", ice in all of its forms, declared states of emergency. Contractor has discretion to commence services under this Contract prior to the cessation of snowfall. Contractor will make every effort to insure such service. Customer understands, however, that certain conditions may pose challenges to Contractor providing services, which are out of Contractor's control. In such cases, Contractor will keep Customer informed of conditions and will define realistic expectations for completion of field operations. Any precipitation event lasting longer than 12 hours will require that Contractor schedule rest periods for field personnel and Managers to assure their safety. When accumulation exceeds six (6") inches, or when drift conditions exist, "shovel-wide" paths will be cleared during the first visit to the site. Walks will be cleared to their full width when conditions allow further attention.

If sidewalk snow service is requested by Customer, Customer understands that if temperature and wind conditions combine to bring temperatures below ten (10) degrees Fahrenheit, Contractor may have to stop providing services during that period of time in order to protect the health and well being of its employees.

Contractor will provide services under this Contract in a workman-like manner. Customer accepts this warranty as its sole recourse, and THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

3. Property Damage: Customer agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment (including, but not limited to pick-up trucks, loaders and tractors) to property items in and around the area designated by Customer for plowing, and which are concealed from Contractor's view by snow accumulation or other adverse weather condition. Such property items include, but are not limited to turf (grass), curbs, wheel stops, fire hydrants, plant material and other landscaping, and retaining walls. Customer also agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment to surface integrity due to weight of snow removal equipment. Installation of necessary snow stakes is recommended. If Contractor, in its discretion, deems such stakes to be necessary to avoid property damage, Contractor is hereby authorized to provide stakes at an additional cost to Customer, as set forth under the pricing schedule in Article A of this Contract.

4. Personal Injury and Indemnification: Customer understands that slippery conditions after a snow event are an inherent risk that cannot be completely eliminated by services provide by Contractor hereunder. Therefore, Customer agrees that it will not hold Contractor, its officers, agents and employees liable for any claims, damages, losses, and expenses, (including but not limited to attorneys' fees and court costs) arising out of or resulting from falls and other accidents caused in whole or in part by snow, ice or any other slippery condition on the property. Customer also agrees to indemnify and defend Contractor from and against any claim, cause of action, or liability instituted by any employee, resident or third-party arising out of or related in any way to property damage, and personal injury due to ice, snow or other slippery condition that may exist on the Property before, during or after Contractor has performed services pursuant to the Contract. Customer agrees to indemnify and defend Contractor from all such claims and liabilities regardless of whether allegedly caused by any actions or failures of Contractor.

Customer understands that upon completion of snow service operations, even if conducted to the highest standards in the industry for this area, slippery conditions may still exist. For example, normal nightly refreezing of melting snow and ice may occur after each storm. Therefore, Contractor will not be liable for accidents caused by this inherent risk and will be defended, indemnified and held harmless by Customer from and against lawsuits or claims that may result from naturally occurring weather conditions, or the presence of salt, sand, or other snow melt products used by Contractor. Contractor has discretion to determine whether to apply snow melt chemicals for snow management. Such chemicals have inherent properties that could degrade or damage metal, paving material, and plant material that come in contact with such chemicals, and therefore, Contractor will not be liable for damage caused to said objects or materials on site.

5. Insurance: Throughout the term of this Contract, Contractor will maintain General Liability insurance of \$2,000,000 aggregate, and will also carry the Colorado State required Workman's Compensation insurance, and Automobile Liability insurance, \$1,000,000 bodily injury each person/each accident, and \$1,000,000 property damage.

6. Termination without Cause: Either party to this Contract may terminate the Contract without cause by sending written notice to the other party at the respective address stated above. Termination of the Contract will become effective 30 days after the date such written notice is provided. In the event of such termination, full payment for services performed or material provided under this Contract becomes due and payable on, or before, the effective date of termination. In the event of pre-payment of services not performed or

materials not provided after the effective date of termination, Contractor will issue a refund to Customer on, or before, the effective date of termination. In addition, if Customer has entered into this Contract as an agent of the Property owner, and Customer's agreement with the Property owner is terminated, this Contract will automatically terminate without notice, effective the date of such termination by the Property Owner.

7. Default and Remedies: A default will occur if Customer fails to make payment when due under the Contract. In the event of such default, Contractor may, at its option: (a) terminate the Contract, without further notice to Customer and without waiving any right it may have to recover payment of the money due from Customer; or (b) halt services under the Contract until such payment is made to Contractor. Customer agrees and understands that he/she/it will be responsible for all costs of collecting payment due, including reasonable attorneys' fees and costs.

If Contractor fails to perform services as required under this Contract, defaults under the Contract, or is grossly negligent, Customer must send written notice of same to Contractor at the address for Contractor stated above. In the event of such default, Customer may: (a) demand strict performance of the Contract; (b) terminate the Contract. If Customer reasonably believes that Contractor's performance is not satisfactory, customer may also terminate the Contract upon written notice to Contractor explaining the reason for such termination.

8. Payment: The prices, specifications, and conditions are satisfactory and are hereby accepted by Customer. Contractor is authorized to do the work as specified. The rate schedule for this Contract is outlined below and all work will be performed and paid for according to these rates. All accounts are to be due and paid in full net ten (10) days after receipt of an invoice from Contractor. Customer agrees that thirty (30) day past due accounts will be charged interest at 1.5% per month (18% per year). Contractor may decline to perform services if accounts are over twenty days (20) past due following Customer's receipt of invoices for services rendered. Customer will be responsible for a \$45.00 returned check fee for any check returned unpaid for any reason.

9. Attorneys Fees and Venue: In the event either party to this Contract commences an action to enforce the terms of the Contract, the prevailing party to such action is entitled to recover its attorneys' fees and court costs. The parties agree that venue for any such legal action shall be the District Court for the City and County of Denver, State of Colorado.

10. Miscellaneous:

10.1 Contractor reserves the right not to proceed with services outlined under this Contract, and the contract may be deemed null and void by Contractor notwithstanding execution of the Contract by Customer, if the Contract is not executed by Customer within 30 days from the date the Contract is sent to Customer.

10.2 This Contract and attachments hereto supersedes any and all other agreements between the parties, oral or written, regarding snow removal services.

10.3 By signing below, each party acknowledges they have read and understand the Contract and that no representation, inducement, promise, or agreement, oral or otherwise, has been made by any party which is not embodied herein. This Contract shall be construed objectively in light of its overall purpose, which is to provide the described services herein for compensation. Neither the source nor the authorship of this Contract shall cause any other bias or presumption in the construction or interpretation of this Contract. Any changes to the terms of this Contract are not binding unless in writing, signed by each of the parties.

10.4 This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

10.5 Customer may not assign this Contract without first obtaining Contractor's written approval to do so. Such approval will not be unreasonably withheld by Contractor.

10.6 The parties hereto agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

10.7 This Contract shall be construed in accordance with the laws of the State of Colorado.

CONTRACTOR: Landtech Contractors, Inc.

BY: _____ Date

CUSTOMER:

BY: _____ Date



Article A: HOURLY RATES 2020-2021

Equipment:

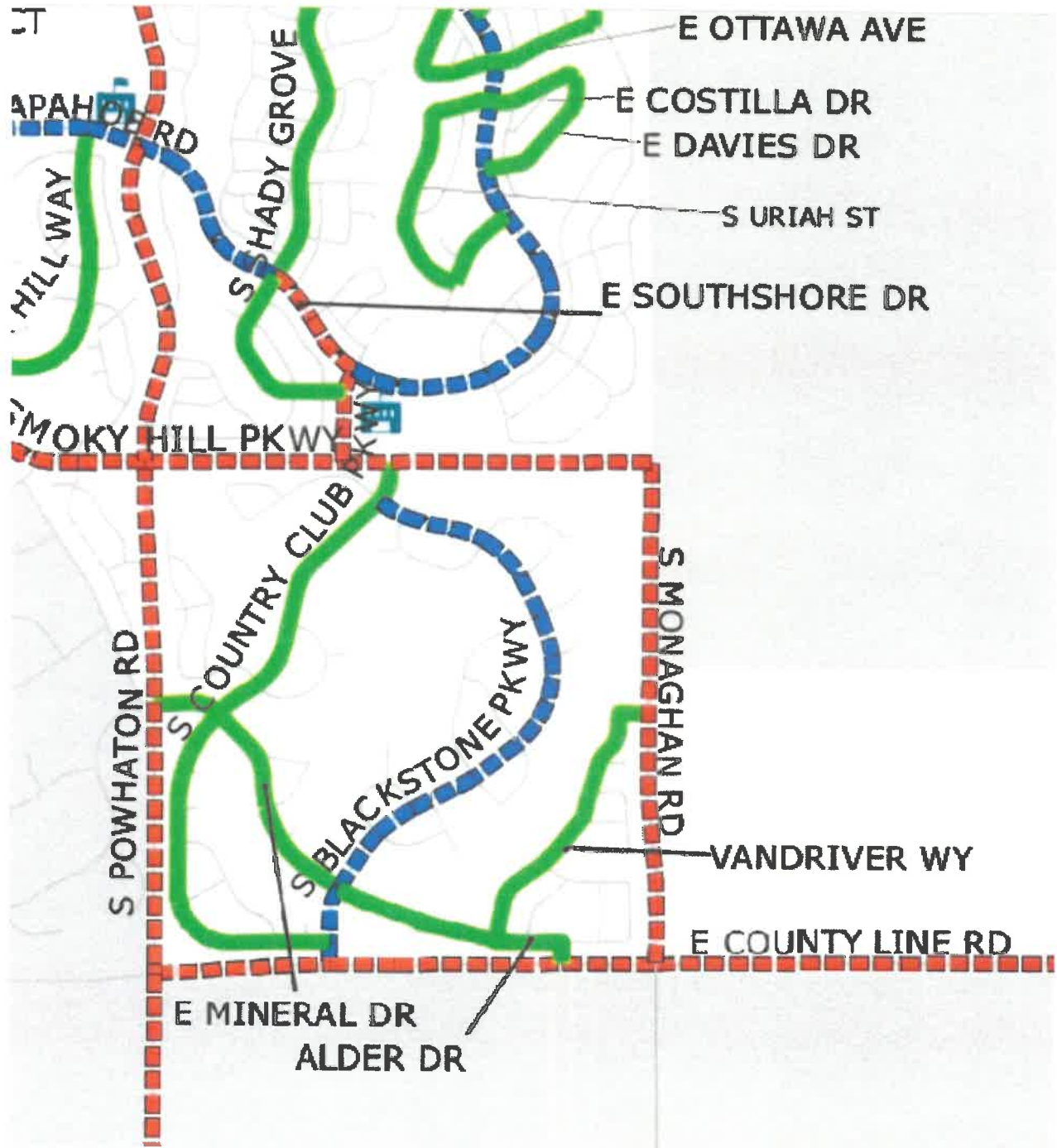
Rates include operator and are based on a one (1) hour minimum charge

Drive time is charged one direction.







<u>EQUIPMENT:</u>	
4X4 Truck with Plow w/Wings	\$115.00 per hour
Ice Slicer Spreader	\$135.00 per hour plus material
Skid Steer Loader with Push Box	\$145.00 per hour
Snow Blower	\$60.00 per hour
ATV with plow	\$65.00 per hour
UTV Plow and Ice Melt Spreader	\$75.00 per hour plus material
<u>HEAVY EQUIPMENT:</u>	
Front End Loader 1 yard with Push Box/Bucket	\$200.00 per hour
Front End Loader 3 yard with Push Box/Bucket	\$265.00 per hour
Single Axle Dump Truck	\$115.00 per hour
Semi Tractor with End Dump Trailer	\$240.00 per hour
<u>LABOR:</u>	
Hand Shovel	\$58.00 per man, per hour
Hand Spread Ice Melt	\$58.00 per man, per hour plus material
Install Curb Markers	\$5.00 each, plus \$58.00 per hour labor (\$200 min)
Crew Mobilization Fee	\$60.00 per occurrence (in addition to hourly shoveling rates)
<u>MATERIAL:</u>	
Ice melt	\$0.95 per pound + Labor Rate of \$58 per man/hour
Environmentally Friendly Ice melt	\$1.35 per pound + Labor Rate of \$58 per man/hour
Ice Slicer (Granulated Magnesium Chloride)	\$255.00 per ton + Truck with V-Spreader (1 hr minimum)
<u>OTHER :</u>	
Snow monitoring service	\$60.00 per hour (min. 1 hr.)

Article B: Snow Removal Requirements








Property Name:		
Property Address:		
Property Contact:		
Contact E-mail:		
Contact Phone #:		
At what accumulation is clearing walkways and doorways required?	YES NO	Trace 1" 2" <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (Checkmark one)
Is the ice melt application needed for walkways?	YES NO	Standard <input type="checkbox"/> Environmentally Friendly <input type="checkbox"/> (Checkmark one)
At what accumulation are plow services for parking lots, entry & driveways, loading docks, etc. required?	YES NO	Trace 1" 2" <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (Checkmark one)
Is Ice Slicer (Granulated Magnesium Chloride) application required for entry and driveways, drive lanes, loading docks?	YES NO	
Are there specific areas that snow is to be piled?		
Is there a site plan or map available? If so, please attach it.		
Are there restricted areas on your site that require snow services?		
How can we arrange to access these areas?		
<p>Snow Monitoring Service: This service will provide the client with a property check to monitor snow accumulation. This service will be offered when the snow has been forecast that will potentially meet the client's contractual trigger point. Service will be offered at an hourly rate of \$60.00 per man-hour and material (1 hr. min. charge per visit) Services must be requested at the time contract execution.</p>		
Initials _____		
Special Instructions:		



Legend

-  Ambulance
-  Police
-  Fire Station
-  Operations
-  Hospital
-  School

ROUTE PRIORITY

-  Priority 1 (In)
-  Priority 1 (Out)
-  Priority 2 (In)
-  Priority 2 (Out)
-  Priority 3
-  Priority 4
-  Street Centerlines

Irene Borisov

From: Allison L. Hanson <ahanson@wbapc.com>
Sent: Tuesday, March 16, 2021 11:42 AM
To: Irene Borisov
Subject: FW: Blackstone Tract Conveyance - Tracts A, B, C, D, E, G, H
Attachments: Blackstone Tracts - Letter Final Completion.pdf; Blackstone Special Warranty Deeds - Filing 3 Tracts.pdf

Irene,

This email chain below and attachments are for inclusion in the meeting packet.

ALLISON L. HANSON
SENIOR PARALEGAL

WHITE BEAR ANKELE TANAKA & WALDRON
303.858.1800
www.whitebearankele.com

CONFIDENTIALITY AND PRIVILEGE NOTICE: The information contained in this email message, and any files transmitted with it, may be privileged, confidential, and exempt from disclosure under applicable law. This email message is intended only for the use of the individual(s) or entity(ies) to whom it is addressed. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this email is strictly prohibited. If you have received this email in error, please notify us immediately by telephone or by reply email and delete the message and any copies from your computer.

From: Clint C. Waldron
Sent: Tuesday, March 16, 2021 11:12 AM
To: Allison L. Hanson <ahanson@wbapc.com>
Subject: FW: Blackstone Tract Conveyance - Tracts A, B, C, D, E, G, H

From: Debra Hessler <Debra.Hessler@lennar.com>
Date: March 12, 2021 at 5:42:49 PM MST
To: Irene Borisov <irene@sammgt.com>, "Clint C. Waldron" <cwaldron@wbapc.com>
Cc: Jill Luchs <Jill.Luchs@lennar.com>, Matt Riffey <Matt.Riffey@lennar.com>
Subject: Blackstone Tract Conveyance - Tracts A, B, C, D, E, G, H

Hi Irene and Clint,

As you know, High Plains Metropolitan District and Lennar Colorado entered into a Termination, Acknowledgment and Release Agreement on August 31, 2020. Per the Agreement, Lennar completed all the required improvements on Tracts A, B, C, D, E, G, and H in Filing 3 in accordance with plans and specifications approved by the City of Aurora. Attached is a letter from Valerian certifying the improvements on the tracts are complete and installed per plan.

Lennar has officially conveyed the tracts to the District via Special Warranty Deeds per the Agreement. Attached are the Lennar recorded deeds - Tracts A, B, C, E recorded on 02/22/2021, and Tracts D and H recorded on 03/08/2021. The Special Warranty Deed for Tract G was done by Megan Murphy last year.

Susan Dibling from our office sent emails with the utility information last month. However, I have included a summary of the utilities below to ensure all accounts are transferred to the District as the conveyance is now complete.

Please contact me any comments or questions.

Thank you,
Debbie

Debra Hessler
Metro District/HOA Manager

Direct: (303) 486-5033
9193 S. Jamaica Street, 4th Floor
Englewood, CO 80112



VALERIAN

LETTER OF FINAL COMPLETION

HIGH PLAINS (BLACKSTONE FILING 3) COUNTRY CLUB

#14-103

Date: February 23, 2021

TO: Lennar Colorado, LLC
(Developer)

On behalf of Valerian LLC, I acknowledge that an inspection and walk through of the High Plains (Blackstone Filing 3) Country Club was completed on January 29, 2021 and all landscape materials within Tracts A, B, C, D, E, G and H have been installed per plan.

Cassie Kaslon
Project Manager/Principal
Valerian LLC

**(No Documentary Fee Required – Exempt under § 32-13-102(2)(a), C.R.S.
CONSIDERATION LESS THAN \$500)**

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made effective as of February 19, 2021, between **LENNAR COLORADO, LLC**, a Colorado limited liability company, whose address is 9193 S. Jamaica Street, 4th Floor, Englewood, Colorado 80112 (the “Grantor”), hereby grants, sells, and conveys to the **HIGH PLAINS METROPOLITAN DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado whose address is 2154 E. Commons Avenue, Suite 2000, Centennial, Colorado 80122 (the “Grantee”).

WITNESSETH, that Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey and confirm, unto Grantee, its heirs, successors and assigns forever, all the real property, together with all improvements, if any, situate, lying, and being located in the County of Arapahoe, State of Colorado, described as follows:

Tracts A, B, C, E, High Plains Subdivision Filing No. 3

TOGETHER, with all the singular rights, tenements, easements, appendages, ways, hereditaments, privileges, and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or in equity, of, in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances (the “Property”).

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto Grantee, its heirs, successors and assigns forever, Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successor and assign, that Grantor shall and will **WARRANT AND FOREVER DEFEND** the Property in quiet and peaceable possession of Grantee, its heirs, successors and assigns, against all and every person lawfully claiming the whole or any part thereof **BY, THROUGH OR UNDER** Grantor, subject, however, to taxes and assessments for the current year, and liens, easements, encumbrances and restrictions of record.

[Signature page follows.]

**(No Documentary Fee Required – Exempt under § 32-13-102(2)(a), C.R.S.
CONSIDERATION LESS THAN \$500)**

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made effective as of February 25, 2021, between **LENNAR COLORADO, LLC**, a Colorado limited liability company, whose address is 9193 S. Jamaica Street, 4th Floor, Englewood, Colorado 80112 (the “Grantor”), hereby grants, sells, and conveys to the **HIGH PLAINS METROPOLITAN DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado whose address is 2154 E. Commons Avenue, Suite 2000, Centennial, Colorado 80122 (the “Grantee”).

WITNESSETH, that Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey and confirm, unto Grantee, its heirs, successors and assigns forever, all the real property, together with all improvements, if any, situate, lying, and being located in the County of Arapahoe, State of Colorado, described as follows:

Tracts D, H, High Plains Subdivision Filing No. 3

TOGETHER, with all the singular rights, tenements, easements, appendages, ways, hereditaments, privileges, and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or in equity, of, in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances (the “Property”).

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto Grantee, its heirs, successors and assigns forever, Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successor and assign, that Grantor shall and will **WARRANT AND FOREVER DEFEND** the Property in quiet and peaceable possession of Grantee, its heirs, successors and assigns, against all and every person lawfully claiming the whole or any part thereof **BY, THROUGH OR UNDER** Grantor, subject, however, to taxes and assessments for the current year, and liens, easements, encumbrances and restrictions of record.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Special Warranty Deed as of this 25th day of February, 2021.

GRANTOR:

LENNAR COLORADO, LLC, a Colorado limited liability company

By: Kent Pedersen
Name: KENT PEDERSEN
Title: VICE PRESIDENT

STATE OF COLORADO)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me this 25th day of February, 2021, by Kent Pedersen as V.P. of Lennar Colorado, LLC.

Witness my hand and official seal.

My commission expires 7-10-22.

Jennifer S Thornbloom
Notary Public

JENNIFER S THORNBLOOM
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20144027146
My Commission Expires 7/10/2022

Irene Borisov

From: Lesanne Dominguez <ldominguez@architerragroup.com>
Sent: Wednesday, March 17, 2021 8:55 AM
To: Irene Borisov
Cc: ericksonway@gmail.com
Subject: RE: High Plains/Blackstone

Hi Irene. I'd be happy to help! Previously we just did a time and materials billing so there wasn't a need to have a contract. Is that something we can do again? I imagine this would be 4-8 hours dependent on how extensive the improvements are. My billing rate is \$110/hr and we bill mileage at the IRS rate.

Lesanne

Lesanne Domínguez, PLA, ASLA, SEGD
(303) 948-0766 p
(720) 371-6193 m
www.architerragroup.com

From: Irene Borisov <irene.borisov@rowcal.com>
Sent: Tuesday, March 16, 2021 5:43 PM
To: Lesanne Dominguez <ldominguez@architerragroup.com>
Cc: ericksonway@gmail.com
Subject: High Plains/Blackstone

Hi Lesanne.

Hope things are well with you...

I wanted to see if I can ask for a favor and a rush...

I know that several years ago, the Board had you out with us to walk all the new areas that Lennar had built out including the new park that the District needed to take over. Two years later, still fighting will all this....

Lennar has stated that they are ready for the runover and the Board would like to bring you back in to help verify that everything was installed per the approved plans and let them know if there are any items or issues that you notice.

Problem: They meet this Thursday and they would like to get a proposal from you to approve so that we can get this scheduled out with you and Lennar.

Anyway to get something from you by Thursday???? 😊

Thank you,

Irene Borisov,CMCA,AMS
President of RowCal Colorado
District/Association/Development Manager

Summit Mngt./RowCal
9101 E. Kenyon Ave., #1200
Denver, CO. 80237
(303) 459-4919 office
(303) 484-9742 Fax
www.rowcal.com

Mailing Address:
4950 S. Yosemite St., F2-506
Greenwood Village, CO 80111

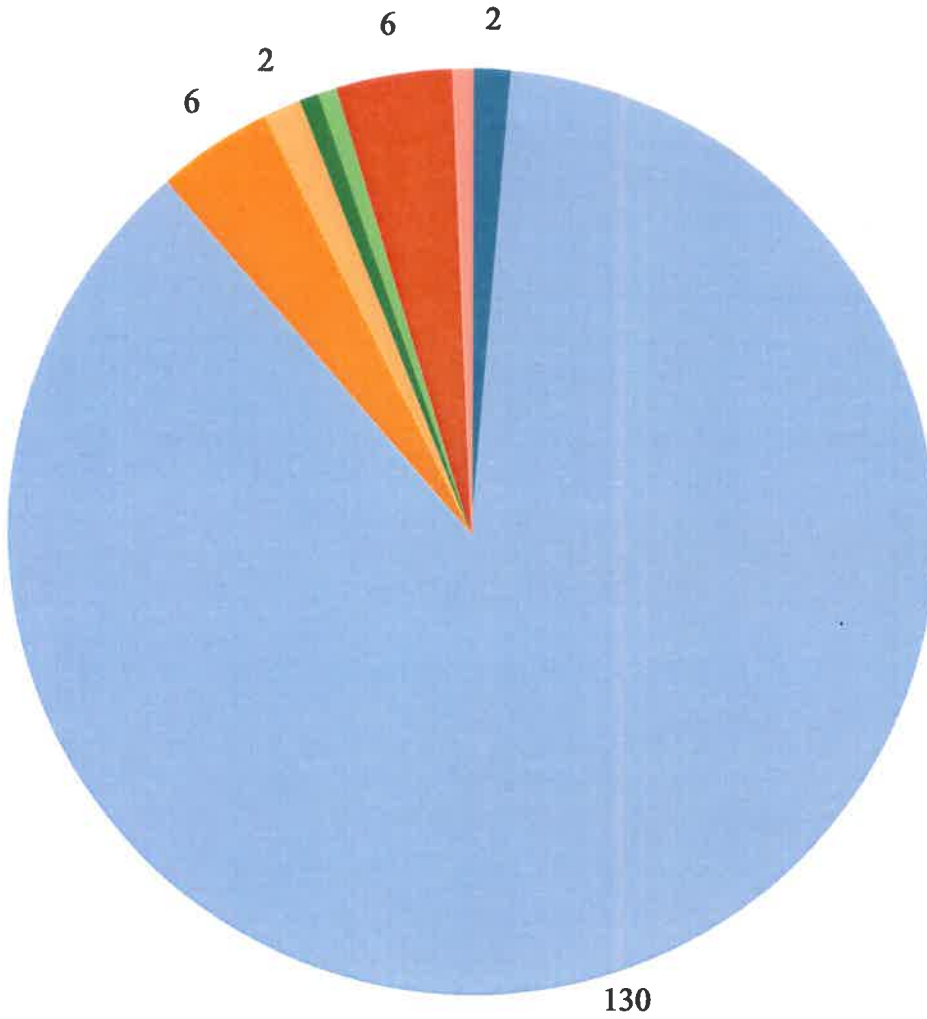


"The Smarter Way to HOA"

Association Name: High Plains Metro District
Community SnapShot Report By Category

Violation = 149
(by Category)

- Architectural
- Landscaping
- Maintenance
- Fencing
- Signs
- Vehicle Parking
- Rubbish and Deb...
- Animals & Pets



Association Name: High Plains Metro District
Community SnapShot Report By Stage

Violation = 149
(by Stage)

