

BLACKSTONE METROPOLITAN DISTRICT
www.blackstonemetro.org
REGULAR MEETING OF THE BOARD OF DIRECTORS
Tuesday, February 18th, 2025 6:00pm

at
The Blackstone Country Club
7777 S. Country Club Pkwy, Aurora Co. 80016 &
VIA Zoom

[https://us06web.zoom.us/j/2436451038?pwd=dTnF79Jr21dDo7QYamnGC5m9FL4wVS.1
&omn=83734947477](https://us06web.zoom.us/j/2436451038?pwd=dTnF79Jr21dDo7QYamnGC5m9FL4wVS.1&omn=83734947477)

Meeting ID: 243 645 1038

Passcode: BMD7777

AGENDA

I. ATTENDANCE & CALL TO ORDER

Board Members:

Perry Deeds	President	Term to May 2025
Lisa Monahan	Vice President	Term to May 2027
Brent Johnston	Treasurer	Term to May 2025
Marty Liles	Secretary	Term to May 2025
Vacant	Director	Term to May 2027

District Consultants/Contractors:

Clint Waldron (WBA)	White Bear Ankele Tanaka & Waldron
Curtis Bourgouin	Clifton Larson Allen LLP
Beau McMahon	Brightstar District Management
Ben Zand	LandTech

II. DISCLOSURE OF CONFLICTS OF INTEREST

III. AGENDA REVIEW / UPDATES OR APPROVAL

IV. LANDSCAPE MAINTENANCE REPORT (PGS 4-11)

- a. Landscape Maintenance Report and Update on Approved Work Orders – Ben Zand, Account Manager, Landtech
- b. Consider Work Orders/Proposals
- c. Review Water Usage Tracking Report
- d. Discuss Irrigation Tap and Zone Mapping
- e. Discuss Arborist Proposal
- f. Other Landscape Matters

V. **PUBLIC COMMENT**

- a. 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 the items for follow up. Please click on raise hand during the time of Public Comment.

VI. **FINANCIAL MATTERS**

- a. Review Unaudited Financial Statements of January 2025 (**enclosure**) (**PGS 12- 26**)
- b. Additional items TBD

VII. **MANAGEMENT REPORT**

- a. District ARC/Violation Report (**enclosure**) (**PG 27 - 28**)
- b. Project Updates:
 - i. GIS Mapping Project
 - ii. Monument Lighting Project
 - iii. Mailbox Lighting Project
 - iv. Country Club Park Sunshade Discussion
 - In need of repair/replacement
- c. Discuss Letter from Western Colorado Energy, LLC re: Purchase of Mineral Rights (**enclosure**) (**PG 29**)
- d. Consider Adoption of Resolution Establishing Guidelines for Collections (Altitude Community Law) (**PGS 30 - 36**)
- e. Consider Adoption of Resolution Regarding Polices, Procedures and Penalties for the Enforcement of the Governing Documents (Altitude Community Law) (**PGS 37 - 45**)

VIII. **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 and Ratify Payment of Claims paid from 1/14/2025 – 2/11/2025 in the amount of \$174,526.66 (**enclosure**) (**PG 46**)
- b. Approve January 21, 2025 Meeting Minutes (enclosure) (**PGS 47- 50**)

IX. **COMMITTEE REPORTS**

- a. Landscape Committee
- b. Architectural/Design Review
- c. Social Committee
 - i. Discuss Proposed 2025 Events Budget
- d. Technology Committee

X. **LEGAL MATTERS**

- a. Update on May 6, 2025 Director's Election

XI. DIRECTOR'S ITEMS

- a. Potential Clubhouse/Pool Discussion (Perry)
- b. Discussions around creating Communications Committee (Lisa)
- c. Discussion around obtaining a mobile app (Perry)
- d. Community Lighting (Perry)
- e. Pet Scoop Discussion (Marty)
- f. Discuss Community Survey (Perry)

XII. 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 the items for follow up. Please click on the raise hand during the time of Public Comment.

XIII. OTHER BUSINESS

XIV. ADJOURNMENT

February 2025 Monthly Report

Tuesday, February 11, 2025

Prepared For Blackstone Metropolitan District



Item 1

Holiday decor stored away and labeled.



Item 2

There's room for a few more items.



Item 3

Previous unit cleared out.



Item 4

Blackstone monument sign. Photo taken 2/11/2025.

We will change the sign color to green at the beginning of March.



Item 5

Country Club Park as of 2/11/2025.



Item 6

Hilltop Park 2/11/2025.



Item 7

Canyon Park 2/11/2025.



Item 8

Since we have been getting enough snowmelt, we have begun cutting down your ornamental grasses. This photo was taken on the first day of performing this service on 2/10/2025.

We will continue to send crews to perform this until completion as the snow allows.

Start dates of this service the previous years were:

- 3/16/2022
- 1/10/2023
- 1/4/2024

We've been requested to perform this in the fall going forward. This will be done as the weather allows around November into December.



Item 9

Another photo of cut grasses. Both photos are by the Mineral entrance.



Item 10

Previous boards gave us direction to remove these as we find them. I want to make sure that is still the approach we should be taking.

Both of the signs in the photo were removed.



Item 11

Jeff from Aurora water informed us there is a leak underground at this backflow located on Vandriver. This is where the golf cart path is. The city is sending someone to see if the leak is located in the meter (which would be their issue to solve) or if the leak is past the meter and therefore is your portion of control. We will keep you updated as we receive more information and provide a plan of action from there.

Item 12

2024 Maintenance Contract In Review:

- Each 12-month maintenance contract begins in May and ends in April the following year.
- Since the start of your most recent contract in May of 2024, Landtech has employed over 6,650 man hours, installed 27 tons of Mountain Granite Breeze, installed 400 flats of flowers, 100 cubic yards of Washington Cedar mulch, and we will perform sod and native seed repairs of your landscape areas after the snow removal ends.

Ongoing Services

- Weekly winter services to patrol for trash and debris, as well as servicing dog stations.
- Cutting down the ornamental grasses. This service fits in as a portion of your contracts "spring clean-up".
- Snow removal of the district common areas at a 1" trigger, and plowing city streets with board approval at a 4" trigger.
- When we have warmer winter temperatures in at least the 40's, we will perform a round of winter watering of the trees that are still under contract. This will be for roughly 240 trees and this is the 2nd of 3 contractual services.

Completed Services:

- Storage of holiday decor in the new unit, in coordination with Perry and Kathy.

Upcoming Services:

- Pre-emergent weed application. This can take place in February or March, it is completely weather dependent. This service is a part of your new upcoming 2025-2026 landscape maintenance contract, but we perform this before the start of that contract since it provides you all a better service.
- Spring flowers are tentatively scheduled to start the 19th of May, but this is also of course weather dependent. As mentioned above, this flower install is a part of your new upcoming 2025-2026 maintenance contract but we order and commit to these in advance of the start of that contract. This order is being finalized to be contract grown for you.

Going Forward:

- Starting in May of this year, monthly reports will include a breakdown of what irrigation services were performed the previous month.
-

BLACKSTONE METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
JANUARY 31, 2025

Draft

**Blackstone Metro District
Balance Sheet - Governmental Funds
January 31, 2025**

	<u>General</u>	<u>Special Revenue</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Capital Projects - Regional Improvement</u>	<u>Total</u>
Assets						
Checking Account	\$ 69,735.17	\$ 98,194.19	\$ -	\$ -	\$ -	\$ 167,929.36
Colostrust	2,684,244.67	7,557.12	1,624,042.68	658,532.39	-	4,974,376.86
Accounts Receivable	-	55,890.53	-	-	-	55,890.53
Receivable from County Treasurer	11,531.34	-	8,195.41	-	851.94	20,578.69
Total Assets	<u>\$ 2,765,511.18</u>	<u>\$ 161,641.84</u>	<u>\$ 1,632,238.09</u>	<u>\$ 658,532.39</u>	<u>\$ 851.94</u>	<u>\$ 5,218,775.44</u>
Liabilities						
Accounts Payable	\$ 59,464.97	\$ 92,359.16	\$ -	\$ -	\$ -	\$ 151,824.13
Due to SARIA	-	-	-	-	851.94	851.94
Prepaid assessments	-	41,227.00	-	-	-	41,227.00
Total Liabilities	<u>59,464.97</u>	<u>133,586.16</u>	<u>-</u>	<u>-</u>	<u>851.94</u>	<u>193,903.07</u>
Fund Balances	<u>2,706,046.21</u>	<u>28,055.68</u>	<u>1,632,238.09</u>	<u>658,532.39</u>	<u>-</u>	<u>5,024,872.37</u>
Liabilities and Fund Balances	<u>\$ 2,765,511.18</u>	<u>\$ 161,641.84</u>	<u>\$ 1,632,238.09</u>	<u>\$ 658,532.39</u>	<u>\$ 851.94</u>	<u>\$ 5,218,775.44</u>

Blackstone Metro District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending January 31, 2025

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 1,542,526.00	\$ 3,741.20	\$ 1,538,784.80
Specific ownership taxes	92,552.00	7,846.26	84,705.74
Interest Income	100,000.00	10,565.89	89,434.11
Total Revenue	<u>1,735,078.00</u>	<u>22,153.35</u>	<u>1,712,924.65</u>
Expenditures			
Accounting	65,000.00	6,294.90	58,705.10
Auditing	7,000.00	-	7,000.00
County Treasurer's Fee	23,138.00	56.12	23,081.88
Directors' fees	6,000.00	500.00	5,500.00
Director and meeting expense	2,000.00	-	2,000.00
Insurance	40,000.00	36,837.00	3,163.00
Legal	80,000.00	5,770.73	74,229.27
Miscellaneous	2,000.00	-	2,000.00
Payroll taxes	459.00	38.25	420.75
Election	40,000.00	-	40,000.00
Website	5,000.00	-	5,000.00
Contingency	26,403.00	-	26,403.00
Total Expenditures	<u>297,000.00</u>	<u>49,497.00</u>	<u>247,503.00</u>
Other Financing Sources (Uses)			
Transfers to other fund	(1,204,060.00)	(17,096.51)	(1,186,963.49)
Total Other Financing Sources (Uses)	<u>(1,204,060.00)</u>	<u>(17,096.51)</u>	<u>(1,186,963.49)</u>
Net Change in Fund Balances	234,018.00	(44,440.16)	278,458.16
Fund Balance - Beginning	2,718,189.00	2,750,486.37	(32,297.37)
Fund Balance - Ending	<u>\$ 2,952,207.00</u>	<u>\$ 2,706,046.21</u>	<u>\$ 246,160.79</u>

Blackstone Metro District
Special Revenue Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending January 31, 2025

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Operations fee (homeowners)	\$ 589,380.00	\$ 59,482.69	\$ 529,897.31
Operations fee (vacant lots)	2,604.00	-	2,604.00
Working capital	30,000.00	-	30,000.00
Design review fees	2,000.00	45.00	1,955.00
Legal collection fees	30,000.00	450.00	29,550.00
Violations and late fees	10,000.00	100.00	9,900.00
Interest Income	800.00	97.66	702.34
Other Revenue	10,000.00	627.93	9,372.07
Total Revenue	<u>674,784.00</u>	<u>60,803.28</u>	<u>613,980.72</u>
Expenditures			
Facilities management - contract	57,960.00	4,600.00	53,360.00
Facilities management - costs	25,000.00	8,822.28	16,177.72
Miscellaneous	5,000.00	-	5,000.00
Security	24,000.00	-	24,000.00
Irrigation repairs and improvements	50,000.00	-	50,000.00
Landscape improvements	50,000.00	-	50,000.00
Landscape maintenance - contract	408,000.00	33,325.00	374,675.00
Tree and shrub maintenance	25,000.00	-	25,000.00
Snow removal	35,000.00	-	35,000.00
Grounds maintenance	25,000.00	-	25,000.00
Holiday lighting	25,000.00	106.50	24,893.50
Lighting	10,000.00	-	10,000.00
Playground inspection and repairs	10,000.00	-	10,000.00
Water	170,000.00	235.80	169,764.20
Gas and electric	22,000.00	1,304.82	20,695.18
Community activities	60,000.00	485.69	59,514.31
Design review	10,000.00	-	10,000.00
Legal - collections	30,000.00	-	30,000.00
Trash collection	180,000.00	15,350.11	164,649.89
Contingency	36,040.00	-	36,040.00
Total Expenditures	<u>1,258,000.00</u>	<u>64,230.20</u>	<u>1,193,769.80</u>
Other Financing Sources (Uses)			
Transfers from other funds	575,000.00	17,096.51	557,903.49
Total Other Financing Sources (Uses)	<u>575,000.00</u>	<u>17,096.51</u>	<u>557,903.49</u>
Net Change in Fund Balances	(8,216.00)	13,669.59	(21,885.59)
Fund Balance - Beginning	28,937.00	14,386.09	14,550.91
Fund Balance - Ending	<u>\$ 20,721.00</u>	<u>\$ 28,055.68</u>	<u>\$ (7,334.68)</u>

SUPPLEMENTARY INFORMATION

Draft

Blackstone Metro District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending January 31, 2025

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 1,256,873.00	\$ 3,048.39	\$ 1,253,824.61
Specific ownership taxes	75,412.00	5,192.75	70,219.25
Interest Income	75,000.00	6,201.80	68,798.20
Total Revenue	<u>1,407,285.00</u>	<u>14,442.94</u>	<u>1,392,842.06</u>
Expenditures			
County Treasurer's Fee	18,853.00	45.73	18,807.27
Paying agent fees	450.00	-	450.00
Bond interest	1,048,125.00	-	1,048,125.00
Bond principal	520,000.00	-	520,000.00
Contingency	12,572.00	-	12,572.00
Total Expenditures	<u>1,600,000.00</u>	<u>45.73</u>	<u>1,599,954.27</u>
Net Change in Fund Balances	(192,715.00)	14,397.21	(207,112.21)
Fund Balance - Beginning	1,625,884.00	1,617,840.88	8,043.12
Fund Balance - Ending	<u>\$ 1,433,169.00</u>	<u>\$ 1,632,238.09</u>	<u>\$ (199,069.09)</u>

Draft

Blackstone Metro District
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending January 31, 2025

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest Income	\$ 29,000.00	\$ 2,529.49	\$ 26,470.51
Total Revenue	<u>29,000.00</u>	<u>2,529.49</u>	<u>26,470.51</u>
Expenditures			
Capital outlay	500,000.00	-	500,000.00
Total Expenditures	<u>500,000.00</u>	<u>-</u>	<u>500,000.00</u>
Other Financing Sources (Uses)			
Transfers from other funds	629,060.00	-	629,060.00
Total Other Financing Sources (Uses)	<u>629,060.00</u>	<u>-</u>	<u>629,060.00</u>
Net Change in Fund Balances	158,060.00	2,529.49	155,530.51
Fund Balance - Beginning	656,089.00	656,002.90	86.10
Fund Balance - Ending	<u>\$ 814,149.00</u>	<u>\$ 658,532.39</u>	<u>\$ 155,616.61</u>

Draft

Blackstone Metro District
Fund Financials - Capital Projects - Regional Improvement Fund
Fund Balances - Budget and Actual
For the Period Ending January 31, 2025

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
Revenues			
ARI - Aurora Regional Improvement Tax	\$ 356,609.00	\$ 864.91	\$ (355,744.09)
Other Revenue	5.00	-	(5.00)
Total Revenue	<u>356,614.00</u>	<u>864.91</u>	<u>(355,749.09)</u>
Expenditures			
County Treasurer's Fee	5,349.00	12.97	(5,336.03)
Regional mill levy - Payment to SARIA	351,265.00	851.94	(350,413.06)
Total Expenditures	<u>356,614.00</u>	<u>864.91</u>	<u>(355,749.09)</u>
Net Change in Fund Balances	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Draft

Blackstone Metropolitan District
Schedule of Cash Position
January 31, 2025
Updated as of February 11, 2025

	<u>General Fund</u>	<u>Special Revnue Fee Fund</u>	<u>Debt Service Fund GO Bonds</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Regional Imprvmt</u>	<u>Total</u>
<u>1st Bank - Checking</u>						
Balance as of 01/31/2025	\$ 69,735.17	\$ 98,194.19	\$ -	\$ -	\$ -	\$ 167,929.36
Subsequent activity:						
02/03/25 - Bill.com Payment	(47,399.34)	(74,238.58)	-	-	-	(121,637.92)
02/04/25 - Aurora Water Autopay	-	(235.80)	-	-	-	(235.80)
02/05/25 - Void Bill.com Payment	-	45.00	-	-	-	45.00
02/06/25 - Xcel Autopay	-	(1,114.65)	-	-	-	(1,114.65)
<i>Anticipated Balance</i>	<u>22,335.83</u>	<u>22,650.16</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>44,985.99</u>
<u>Colostrust - Savings Account</u>						
Balance as of 01/31/2025	\$ 2,684,244.67	\$ 7,557.12	\$ 1,624,042.68	\$ 658,532.39	\$ -	\$ 4,974,376.86
Subsequent activity:						
02/10/25 - Property Taxes	11,531.34	-	8,195.41	-	851.94	20,578.69
Surplus fund	-	-	(1,000,000.00)	-	-	(1,000,000.00)
<i>Anticipated Transfer to SARLA</i>	-	-	-	-	(851.94)	(851.94)
<i>Anticipated Balance</i>	<u>2,695,776.01</u>	<u>7,557.12</u>	<u>632,238.09</u>	<u>658,532.39</u>	<u>-</u>	<u>3,994,103.61</u>
<i>Total by fund</i>	<u><u>\$ 2,718,111.84</u></u>	<u><u>\$ 30,207.28</u></u>	<u><u>\$ 632,238.09</u></u>	<u><u>\$ 658,532.39</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 4,039,089.60</u></u>

Yield Information:

Colostrust Prime (Jan 2025) - 4.2579%
Colostrust Plus (Jan 2025) - 4.5175%

BLACKSTONE METROPOLITAN DISTRICT
Property Taxes Reconciliation
2025

	Current Year										Prior Year		
	Property Taxes	Delinquent Taxes, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Senate Backfill	Net Amount	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
									Received	Monthly		Y-T-D	Monthly
January	\$ 7,654.50	\$ -	\$ 13,039.01	\$ -	\$ (114.82)	\$ -	\$ -	\$ 20,578.69	0.24%	0.24%	\$ 29,483.76	0.38%	0.38%
February	-	-	-	-	-	-	-	-	0.00%	0.24%	1,213,921.43	39.01%	39.39%
March	-	-	-	-	-	-	-	-	0.00%	0.24%	208,617.71	6.34%	45.73%
April	-	-	-	-	-	-	-	-	0.00%	0.24%	342,175.58	9.14%	54.87%
May	-	-	-	-	-	-	-	-	0.00%	0.24%	118,453.92	3.31%	58.17%
June	-	-	-	-	-	-	-	-	0.00%	0.24%	1,220,222.85	39.18%	97.35%
July	-	-	-	-	-	-	-	-	0.00%	0.24%	43,797.10	0.87%	98.22%
August	-	-	-	-	-	-	-	-	0.00%	0.24%	18,939.81	0.12%	98.34%
September	-	-	-	-	-	-	-	-	0.00%	0.24%	13,784.01	0.00%	98.34%
October	-	-	-	-	-	-	-	-	0.00%	0.24%	26,988.31	0.27%	98.61%
November	-	-	-	-	-	-	-	-	0.00%	0.24%	20,730.14	0.23%	98.84%
December	-	-	-	-	-	-	-	-	0.00%	0.24%	18,263.91	0.00%	98.84%
Total	\$ 7,654.50	\$ -	\$ 13,039.01	\$ -	\$ (114.82)	\$ -	\$ -	\$ 20,578.69	0.24%	0.24%	\$ 3,275,378.53	98.84%	98.84%

Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied
\$ 1,542,526.00	48.88%	\$ 3,741.20	0.24%
1,256,873.00	39.82%	3,048.39	0.24%
356,609.00	11.30%	864.91	0.24%
\$ 3,156,008.00	100.00%	\$ 7,654.50	

Property Tax

General Fund	\$ 1,542,526.00	48.88%	\$ 3,741.20	0.24%
Debt Service Fund	1,256,873.00	39.82%	3,048.39	0.24%
Regional	356,609.00	11.30%	864.91	0.24%
Total	\$ 3,156,008.00	100.00%	\$ 7,654.50	

Specific Ownership Tax

General Fund	\$ 92,552.00	55.10%	\$ 7,846.26	8.48%
Debt Service Fund	75,412.00	44.90%	5,192.75	6.89%
Total	\$ 167,964.00	100.00%	\$ 13,039.01	

Treasurer's Fees

General Fund	\$ 23,138.00	48.88%	\$ 56.12	0.24%
Debt Service Fund	18,853.00	39.82%	45.73	0.24%
Regional	5,349.00	11.30%	12.97	0.24%
Total	\$ 47,340.00	100.00%	\$ 114.82	

Due To SARIA From 2024	\$ -
Pledged Ptax Collected	851.94
Payments to SARIA	-
Due To SARIA	\$ 851.94

**BLACKSTONE METROPOLITAN DISTRICT
2025 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 2025. 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 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
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Property Taxes (continued)

For property tax collection year 2025, SB22-238, SB23B-001, SB 24-233, and HB24B-1001 set the assessment rates and actual value reductions as follows:

Category	Rate	Category	Rate	Actual Value Reduction	Amount
Single-Family Residential	6.70%	Agricultural Land	26.40%	Single-Family Residential	\$55,000
Multi-Family Residential	6.70%	Renewable Energy Land	26.40%	Multi-Family Residential	\$55,000
Commercial	27.90%	Vacant Land	27.90%	Commercial	\$30,000
Industrial	27.90%	Personal Property	27.90%	Industrial	\$30,000
Lodging	27.90%	State Assessed	27.90%	Lodging	\$30,000
		Oil & Gas Production	87.50%		

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. The required mill levy after the twentieth year is 5.000 as adjusted. The adjusted mill levy for 2025 is 6.242.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 6.0% of the property taxes collected.

Operations Fee

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

Interest Income

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

**BLACKSTONE METROPOLITAN DISTRICT
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

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.

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
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

Emergency Reserves

The District has provided an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2025, as defined under TABOR.

Draft

**BLACKSTONE METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

\$27,415,000

General Obligation Refunding Bonds

Series 2017

Dated June 6, 2017

Rates ranging from 2.375% to 5.000%

Interest Payable June 1 and December 1

Principal Due December 1

<u>Bonds and Interest Maturing in the Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
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>\$ 25,535,000</u>	<u>\$ 14,974,875</u>	<u>\$ 40,509,875</u>

Blackstone Metro District

Operations Summary

Architectural Requests

Status of Architectural Requests Received in January 2025

- Approved = 0
- Approved w/Stipulations = 2
- Partial Approval = 0
- Pending = 1
- Denied = 0

Compliance (Current Violation Statuses)

January 1, 2025 – January 31, 2025

- Courtesy Advisory Notice = 20 (0.1% of total units)
- Cont. Violation/Fine Notice = 0 (0.001% of total units)
- Ongoing Violation/2nd Fine = 1 (0.2% of total units)
- Ongoing Violation/3rd Fine = 0 (0.001% of total units)
- Violations Corrected = 0
- Violations on Hold = 21

Summary of Inspection

Inspection Time – 1/27/2025

New Notices – 19

Updated Notices – 0

Closed Notices - 0

Violation types not defined – 0

Basketball Backboard Requirements – 0

BBQ Grill Requirements – 1

Birdbath Requirements – 0

Business Parking Congestion – 0

Clotheslines – 0

Commercial Vehicle in Driveway – 0

Cooling or Heating Equipment – 0

Dead/Dying Landscaping – 0

Dead/Dying Lawn – 0

Dead/Dying Shrub(s) – 0

Dead/Dying Tree (s) – 1

Design Review Requirements – 0

Dog Run Requirements – 0

Exterior Antenna – 0

Hazardous Activities or Materials – 0

Improvement w/o ARC Approval – 0

Landscape Maintenance – 0

Landscape Installation Requirement – 0

Lawn Maintenance: Mowing – 0

Lawn Maintenance: Watering – 0

Legacy Violation – 0

Lots to be Maintained – 0

Misc. Improvement: Fence – 0

Missing Tree - 5

Nuisance – 0

Nuisance - Light, Sound, or Odor – 0

Owner Maintenance Responsibilities – 0

Paint Refresh Needed – 0
Paint Requirement - Garage Door – 0
Painting Requirement - Radon Pipes – 0
Parking in Restricted Area – 0
Pets: Commercial Pets – 0
Pets: Damage Caused by Pets – 0
Pets: Leashed Required – 0
Pets: Pet Waste Disposal – 0
Recreational Vehicle in Driveway – 1
Seasonal Decorations - 11
Sign: Size Limitation Exceeded – 0
Signs: Disallowed Sign Type – 0
Storage Area – 0

Trash Container Storage – 2
Unsightly Conditions – 1
Vehicle Maintenance – 0
Weeds in Rock Bed – 0
Weeds on Lot – 0
Weeds on Lot: Multiple Areas – 0
Windows - 0



Western Colorado Energy, LLC

Blackstone Metropolitan District, Shawn McGroff
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

Township 5 South, Range 65 West, 6th P.M., Arapahoe County, CO
Section 33: High Country Plains Country Club Subdivision

Unlock the Value of Your Mineral Rights

I hope this message finds you well. As the President at Western Colorado Energy, LLC, I wanted to reach out to discuss a unique opportunity to capitalize on your mineral rights.

By selling your mineral rights, you can unlock several immediate and long-term advantages:

1. **Immediate Cash Payment:** Instead of waiting for years for potential royalties that may or may not materialize, selling your mineral rights provides you with an upfront, lump-sum payment. This is immediate capital that you can use as you see fit, whether for investments, personal expenses, or financial security.
2. **Risk-Free Exit:** The oil and gas market is unpredictable. Selling your mineral rights removes the uncertainty of future production, fluctuating prices, or the potential costs associated with development and management. You get guaranteed value today without any of the risks.
3. **Simplify Ownership:** Managing mineral rights can be complex, especially if your interests are spread across multiple properties or shared with others. By selling, you can avoid the administrative burden and legal complexities that often come with maintaining those rights.
4. **Tax Advantages:** In some cases, the sale of mineral rights can provide favorable tax treatment, particularly compared to ongoing royalty income, which could be subject to higher taxes over time. Our team can work with your financial advisors to help ensure you maximize these potential benefits.
5. **Market Opportunity:** With the current demand for mineral rights and favorable market conditions, now may be the ideal time to sell and maximize your return. We can offer a competitive price for your rights, ensuring that you receive fair value for your asset.

If you'd like to explore this opportunity further or have any questions, I'd be happy to provide a detailed evaluation of your mineral rights and discuss the process with you. Our goal is to make this as seamless and beneficial for you as possible.

Thank you for considering this opportunity. I look forward to hearing from you.

Best regards,

Jason Bowers, President
(970)443-9980
wce.jbowers@gmail.com
Western Colorado Energy, LLC

P.O. Box 3046, Englewood, CO 80112 C) 970.443.9980 E wce.jbowers@gmail.com

W  westerncoenergy.com

**AMENDED AND RESTATED RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
BLACKSTONE METROPOLITAN DISTRICT**

Establishing Guidelines for the Processing and Collection of Delinquent Fees and Covenant Enforcement Charges

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

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board of Directors of the District (the “**Board**”) is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District (collectively, the “**Fees**”) to properties within and without (each property individually referred to herein as the “**Property**”) the District’s boundaries; and

WHEREAS, , pursuant to the terms and conditions of the Protective Covenants for Blackstone and Mandatory Resident Social Memberships recorded in the real property records of the Clerk and Recorder of Arapahoe County, Colorado at Reception No. B5158103, on October 20, 2005 (the “**Covenants**”) and the District’s Resolution Regarding Policies, Procedures and Penalties for the Enforcement of the Governing Documents, dated _____, 20___, the District is permitted to send demand letters and notices, levy and collect fines and interest, impose liens, and negotiate, settle and take any other actions with respect to any violations or alleged violations of the Covenants and/or the District’s rules and regulations (any such fines imposed or other applicable charges or expenses incurred by the District in relation to any covenant or rule enforcement with respect to any owner collectively referred to herein as “**Covenant Charges**”; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., until paid, the Fees and Covenant Charges shall constitute a perpetual lien on and against the property served; and

WHEREAS, any such lien for Fees may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics’ liens; and

WHEREAS, by this Resolution (the “**Resolution**”), the District desires to set forth guidelines for the processing and collection of unpaid and/or delinquent Fees and Covenant Charges imposed by the District, together with any and all Late Fees, Interest, Penalties and Costs of Collections (each defined separately in this Resolution, and collectively, the “**Delinquency Charges**”); and

WHEREAS, notwithstanding anything in this Resolution to the contrary, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of delinquent Fees, Covenant Charges, and Delinquency Charges and any deviation from the guidelines shall not affect the status of the Lien (as defined below) in any way; and

WHEREAS, on February 22, 2022, the Board adopted the Amended and Restated Resolution of the Board of Directors of the Blackstone Metropolitan District Establishing

Guidelines for the Processing and Collection of Delinquent Fees and Charges (the “**Prior Policy**”), and the Board desires to adopt this Resolution to amend and restate the Prior Policy in its entirety.

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

1. **Statement of Lien Guidelines:**

a. ***Perpetual Lien.*** Pursuant to § 32-1-1001(1)(j)(I), C.R.S., all delinquent Fees, Covenant Charges, and Delinquency Charges shall constitute a perpetual lien on and against the Property served by the District (the “**Lien**”). All such Liens shall, to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid in full. Liens imposed for delinquent Fees and Delinquency Charges related to such delinquent Fees contemplated herein may be foreclosed as authorized by law at such time as the District, in its sole discretion, may determine.

i. Notwithstanding the foregoing, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of delinquent Fees, Covenant Charges, and Delinquency Charges and to provide additional notice to interested parties, including, but not limited to, title companies and the Property owner. In the event any or all of the guidelines set forth in this Resolution are not followed, such deviation shall not affect the status of the Lien in any way. Further, the Board may waive any guidelines set forth in this Resolution and may amend them from time to time as it deems necessary.

b. ***Manager Procedures.*** The District’s manager, accountant or billing agent (any of which are referred to herein as the “**Manager**”) is responsible for collecting Fees and Covenant Charges imposed by the District against the Property. In the event payment of Fees or Covenant Charges is delinquent, the Manager may perform the procedures listed below. Fees are considered delinquent when they have not been paid by their corresponding due date and Covenant Charges are delinquent when they have not been paid with thirty (30) days of being imposed (the “**Delinquent Account**”):

i. ***Fifteen (15) Calendar Days Past Due:*** A delinquent payment “Reminder Letter” may be sent to the address of the last known owner of the Property according to the Manager’s records, which may (1) request prompt payment; (2) notify the Property owner that a Reminder Letter Fee and a Late Fee in the amounts set forth in this Resolution have been assessed; and (3) reference the url address of the District’s webpage where this Resolution is displayed, if available. In the event the above mailing is returned as undeliverable, the Manager may send a second copy of the Reminder Letter to: (1) the Property; (2) the address of the last known owner of the Property as found in the real property records of the county Assessor’s Office (the “**Assessor**”) for the county in which the District is located (collectively, the “**Property Address**”). The Manager may deviate from the mailing destinations as included in the Property Address if requested by the Property owner in writing.

ii. ***Fifteen (15) Calendar Days From the Date of the Reminder Letter:*** A “Warning Letter” may be sent to the Property Address: (1) requesting prompt payment; (2) notify the Property owner that a Warning Letter Fee in the amount set forth in this Resolution has

been assessed; (3) warning of further legal action should the Property owner fail to pay the total amount due and owing; and (4) referencing the url address of the District’s webpage where this Resolution is displayed, if available. Along with the Warning Letter, a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the Manager may also be sent.

iii. *Ten (10) Calendar Days from the Date of the Warning Letter:* Once the total amount of delinquent Fees, Covenant Charges and Delinquency Charges owing on the Property has exceeded \$250.00, regardless of whether the Manager has performed the tasks outlined in Section 1(b) of this Resolution, the Manager may refer the Delinquent Account to the District’s legal counsel engaged for collection matters (“**Special Counsel**”). At the time of such referral, the Manager may be requested to provide Special Counsel with copies of all notices and letters sent pursuant to Section 1(b), if any, as well as a copy of the most recent ledger for the Delinquent Account.

c. ***Special Counsel Procedures.*** Upon referral of a Delinquent Account from the Manager, Special Counsel may perform the following:

i. *Upon Referral of the Delinquent Account From the Manager:* A “Demand Letter” may be sent to the Property Address, notifying the Property owner that the Property has been referred to Special Counsel for further collections enforcement, including the filing of a statement of lien against the Property. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total amount due and owing the District according to the records of the Manager may also be sent.

ii. *No Sooner than Thirty (40) Calendar Days from the Date of the Demand Letter:* A Notice of Intent to File a Statement of Lien, along with a copy of the statement of lien to be filed, may be sent to the Property Address of the Delinquent Account notifying the Property owner that a statement of lien will be recorded with the clerk and recorder of the county (the “**Clerk and Recorder**”) within no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien.

iii. *No Sooner than Ten (10) Calendar Days from the Date of the Notice of Intent to File a Statement of Lien:* A Statement of Lien for the total amount due and owing as of the date of the Statement of Lien may be recorded against the Property with the Clerk and Recorder no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien is sent to the Property. Notwithstanding the amount due and owing reflected on the Statement of Lien, all delinquent Fees and related Delinquency Charges will continue to accrue on the Delinquent Account and will run with the Property until the total amount due and owing the District is paid in full.

d. ***Foreclosure or Bankruptcy.*** In circumstances where the Property is being foreclosed upon or where the owner of the Property has declared or is declaring bankruptcy and notice of such bankruptcy action has been provided to the District, the Manager may be permitted, in his or her discretion, to refer the Delinquent Account directly to Special Counsel in order to avoid unnecessary, costly and time-consuming procedures. Upon referral of the Delinquent Account to Special Counsel, Special Counsel may, in his or her discretion, immediately file a

Statement of Lien on the Property. Further, when a Delinquent Account consisting of delinquent Fees and related Delinquency Charges has a balance of one thousand dollars (\$1,000) or greater, Special Counsel may submit the account to the Board for consideration of a foreclosure action. Special Counsel shall not proceed with a foreclosure action unless such action is authorized by the Board. The District may, at its option, forward a copy of the foreclosure warning letter to any and all deed of trust holders and/or counsel for any and all deed of trust holders of record.

2. Late Fees:

a. Late Fees are assessed on the Property for failure to make timely payments of Fees or Covenant Charges. Late Fees are applied, regardless of whether the Fees are assessed on a one-time, monthly, quarterly, semi-annual, annual, or any other basis.

b. Late Fees are assessed on the Property **Fifteen (15) calendar days from the payment due date**. Pursuant to § 29-1-1102, C.R.S., such Late Fee may be charged by either of the following two methods, whichever is greater:

i. One Late Fee of Fifteen Dollars (\$15.00) may be assessed on the Property per each assessment or installment of Fees or Covenant Charges not fully paid prior to the Fifteenth (15) calendar day following the payment due date; or

ii. In lieu of Section 2(b)(i) above, a Late Fee of Five Percent (5%) per month, commencing on the Fifteenth (15) calendar day following the payment due date, and each month thereafter, may be charged on unpaid Fees or Covenant Charges until the Late Fee equals Twenty Five Percent (25%) of all outstanding Fees or Covenant Charges, as applicable.

c. Partial payment of any outstanding delinquent Fees, Covenant Charges, or Delinquency Charges will not prevent the imposition of Late Fees pursuant to this Section 2.

d. Payments received will be applied to the balance due in the following order of priority: (1) Late Fees; (2) Interest; (3) Costs of Collections; (4) Legal Fees and Costs; (5) the earliest imposed and unpaid Fees or Covenant Charges; (6) any successive unpaid Fees or Covenant Charges in chronological order from the earliest unpaid Fees or Covenant Charges to the most recently imposed Fees or Covenant Charges.

e. No penalty will be assessed on the Property for a credit balance resulting from the prepayment and/or overpayment of Fees. Such credit balances will be carried forward on the account with all subsequent Fees and related Delinquency Charges being deducted until such time as the credit balance is depleted. A Property carrying a credit balance may be assessed Late Fees as provided herein at such time as the credit balance is insufficient to pay the entire amount of Fees due and owing the District.

3. Interest: Interest charges accrue on all delinquent Fees and Covenant Charges at the maximum statutory rate of Eighteen Percent (18%) per annum. Interest shall not accrue and be charged on Late Fees, Interest or Costs of Collections. § 29-1-1102, C.R.S.

4. **Penalties:** “Penalties” may be charged on Delinquent Accounts at a rate determined by the Board and may include, but are not limited to, pro-rated costs associated with collection efforts on behalf of the District for all Delinquent Accounts combined.

5. **Costs of Collections:** “Costs of Collection” include, but are not limited to, attorneys’ fees and all other costs, fees and charges associated with the processing and/or collection of delinquent Fees, Covenant Charges, including fixed and/or hourly rates imposed by the management company for associated work and hourly and fixed fees imposed by Special Counsel. In accordance with § 29-1-1102(8), C.R.S., nothing in this Resolution shall be construed to prohibit the District from recovering all Costs of Collections whether or not outlined above.

6. **Waiver of Late Fees, Interest and Costs of Collections:**

a. The Manager and Special Counsel each have authority and discretion to waive or reduce portions of the Delinquent Account attributable to Late Fees and Interest. Such action is permitted if either the Manager or Special Counsel, in its discretion, determines that such waiver or reduction will facilitate the payment of delinquent Fees, Covenant Charges and/or Delinquency Charges. Notwithstanding the foregoing, neither the Manager nor Special Counsel shall have the authority to waive Late Fees and Interest which, in the aggregate, exceed One Thousand Dollars (\$1,000.00). In such case, the person or entity owing in excess of One Thousand Dollars (\$1,000.00) in Late Fees and Interest combined and requesting such a waiver shall first submit a request, in writing, to the Board, and the Board may make the determination in its sole discretion.

b. Neither the Manager nor Special Counsel is authorized to waive any portion of the Fees, Covenant Charges, or Costs of Collections. Should the Property owner desire a waiver of such Fees, Covenant Charges, and/or Costs of Collections, s/he may submit a written request to the Board and the Board may make the determination in its sole discretion.

c. Any waiver or reduction of Late Fees or Interest granted pursuant to Sections 6(a) or (b) hereof shall not be construed as a waiver or reduction of future Late Fees and Interest, or as the promise to waive or reduce future Late Fees or Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision-making power of the Board, Manager, the District’s general legal counsel (“**General Counsel**”) or Special Counsel, whether related to the Property in question or other properties within the District.

7. **Payment Plans:** The Manager and Special Counsel each have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the Manager or Special Counsel elect not to enter into a payment plan with the Property owner, the Property owner may submit a written request to the Board and the Board may make the determination in its sole discretion.

8. **Certification of Covenant Charges and Related Delinquency Charges to County Treasurer:** Pursuant to § 32-1-1004.5(3)(b)(III), C.R.S., the Board may elect to certify any delinquent Covenant Charges and related Delinquency Charges satisfying the criteria established therein to the county Treasurer’s Office for collection with the District’s ad valorem property taxes. The certification process may be performed by the Manager, Special Counsel or

General Counsel in addition to or in lieu of any procedures set forth in this Resolution in the Board's sole discretion. The fees for the certification process shall be in accordance with Colorado law and the county's policy.

9. **Acceleration and Decelerations of Fees:** The District reserves the right to accelerate and call due an entire unpaid annual Fee on any Delinquent Account. Such acceleration shall result in the entire unpaid annual Fee being due to the District immediately. The District also reserves the right to decelerate any accelerated Fee.

10. **Ratification of Past Actions:** All acts, omissions, waivers and/or payment plans heretofor undertaken by the Manager or Special Counsel that would otherwise have been authorized by or not required by this Resolution are hereby affirmed, ratified and made effective as of the date said acts, omissions, waivers and/or payment plans occurred.

11. **Additional Actions:** The Board directs its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of this Resolution.

12. **Deviations:** The District may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

13. **Prior Outstanding Fees:** Any fees, rates, tolls, penalties or charges due under the Prior Policy, to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby

14. **Supersedes Prior Resolutions:** This Resolution shall supersede and replace in their entirety all prior resolutions addressing the processing and/or collection of delinquent Fees , Covenant Charges, and Delinquency Charges, including the Prior Policy. To the extent that any term or provision in this Resolution conflicts with any term or provision in a previously enacted and valid resolution of the District, the term or provision in this Resolution shall prevail.

15. **Severability:** If any term, condition or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, condition or provision shall not affect any other provision contained in this Resolution, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

16. **Savings Provision:** The failure to comply with the procedures set forth herein shall not affect the status of any delinquent Fees, Covenant Charges, and/or Delinquency Charges as a perpetual Lien subject to foreclosure in accordance with law. Failure by the Manager, General Counsel or Special Counsel or other authorized representative to take any action in accordance with the guidelines provided herein shall not invalidate subsequent efforts to collect the delinquent Fees, Covenant Charges, and/or Delinquency Charges.

[Remainder of page intentionally left blank, signature page follows.]

APPROVED AND ADOPTED this _____, 20__.

Blackstone Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

**AMENDED AND RESTATED RESOLUTION
OF THE BOARD OF DIRECTORS OF BLACKSTONE METROPOLITAN DISTRICT
Regarding Policies, Procedures, and Penalties for the Enforcement of the Governing
Documents**

WHEREAS, Blackstone Metropolitan District (the “**District**”) is a quasi-municipal corporations and political subdivisions of the State of Colorado; and

WHEREAS, pursuant to the terms and conditions of the “Protective Covenants for Blackstone and Mandatory Resident Social Memberships,” recorded in the real property records of the Clerk and Recorder of Arapahoe County, Colorado at Reception No. B515B103, on October 10, 2005, and amended by that First Amendment, recorded at Reception No. B6170752, Arapahoe County, Colorado, on December 5, 2006, and that Second Amendment, recorded at Reception No. B7135187, Arapahoe County, Colorado, on October 19, 2007, as may be further amended from time to time, and as assigned to the District in that certain Assignment of Rights Under Protective Covenants for Blackstone and Mandatory Resident Social Membership, recorded at Reception No. D0086092, Arapahoe County, Colorado on September 1, 2010 (the “**Covenants**”), the District is permitted to send demand letters and notices, levy and collect fines and interest, impose liens, and negotiate, settle and take any other actions with respect to any violations or alleged violations of the Governing Documents (as defined below); and

WHEREAS, the Board of Directors (the “**Board**”) of the District is authorized to promulgate adopt, enact, modify, amend, repeal, and re-enact rules and regulations concerning and governing the Property (as that term is defined in the Covenants); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District; and

WHEREAS, such fees, rates, tolls, penalties, or charges, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the Board desires to set establishing policies, procedures, and penalties for violations of the Covenants, any guidelines, rules, regulations, and other policies and procedures of the District, as the same may be adopted, amended, and supplemented from time to time (collectively, the “**Governing Documents**”).

WHEREAS, on September 17, 2014, the Board adopted the Resolution of the Board of Directors of High Plains Metropolitan District Regarding Policies, Procedures and Penalties for the Enforcement of the Governing Documents, as amended and restated on August 20, 2020 (the “**Prior Policy**”), and the Board desires to adopt this Resolution to amend and restate the Prior Policy in its entirety.

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

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

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

3. Reporting Alleged Violations. Complaints regarding Alleged Violations of the Covenants and Design Standards (“**Complaint(s)**”) may be reported by property owners, District management, Community management, designated agents, law enforcement, residents, Board members, members of the applicable design review committee/architectural review committee (the “**DRC**”), and members of any other committees established by the Board or the Covenants and Design Standards (a “**Reporting Party**”).

A. Complaints Filed with Board. All Complaints shall be in writing and submitted to the Board for review and investigation. The Complaint shall identify the Reporting Party, the “**Alleged Violator**” if known by the Reporting Party, and describe each Alleged Violation referencing the specific provisions of the Covenants and Design Standards that the Alleged Violator is alleged to have violated, where and when the Alleged Violation was observed, and any other pertinent information, including, if possible, a photograph or electronic image of the Alleged Violation. If the Board cannot determine the nature of the Complaint, the Alleged Violator, or other relevant information, then, at its discretion, the Board may return the Complaint for further information or refuse to investigate the Complaint.

B. Timing of Complaints. Complaints of Alleged Violations should be submitted to the Board as soon as is reasonable and practical after discovery of an Alleged Violation.

C. Investigation. The Board may (a) return the Complaint to the Reporting Party for additional information, if needed, prior to investigating an Alleged Violation, (b) decline to investigate the Complaint if it determines the Alleged Violation is not a violation of the Covenants and Design Standards, or (c) investigate the Alleged Violation further as the Board may determine. If the Board determines an Alleged Violation has occurred, the Board shall take steps set forth in Paragraphs 3 through 10 of this Policy.

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

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

a. Advisory Letter. If the District Representative determines that a Continuous Violation of the Governing Documents exists, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an advisory letter (the “**Advisory Letter**”) to the Owner via United States mail—registered or certified mail, postage prepaid, return receipt requested—to the address of the Owner on record according to the records of the County Assessor (“**Owner’s Address**”), notifying the Owner of: (i) the restriction violated and the nature of the Continuous Violation, (ii) that the Owner must have the Continuous Violation corrected within 10 calendar days of the date of the Advisory Letter, and (iii) that failure to timely cure the Continuous Violation may result in potential fines or other sanctions. If, in the discretion of the District Representative, the Continuous Violation requires more than 10 days to cure, the District Representative may extend the cure period or require the Owner to commence such cure within 10 days of the date of the Advisory Letter and diligently prosecute the same to completion. The District Representative may, in its sole discretion, determine that an Advisory Letter is not necessary or appropriate and may instead immediately send a Notice of Continuous Violation as defined and provided in Section 4(b) below.

b. Notice of Complaint and Opportunity to Be Heard. If the Owner fails to cure (or provide adequate proof that he or she is diligently seeking to cure, if applicable) a Continuous Violation within 10 days of the Advisory Letter, or if the District Representative determines, in its sole discretion, an Advisory Letter is not necessary or appropriate, the District Representative shall send a notice of complaint and opportunity to be heard (“**Notice of Continuous Violation**”) to the Owner at the Owner’s address notifying the Owner of the Continuous Violation and of the potential fines that may be imposed if the Continuous Violation is not cured. The Notice of Continuous Violation shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 10 days of the date of the Notice of Continuous Violation.

c. Notices of Ongoing Violation. If after 10 days from the date of the Notice of Continuous Violation the Owner has not requested a hearing, cured the Continuous Violation, or made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing, the District Representative shall send a notice of ongoing violation (“**Notice of Ongoing Violation**”) to the Owner’s Address demanding that the Owner cure the ongoing Continuous Violation and that an additional fine is being imposed on the Owner’s account pursuant to the fine schedule set forth in Section 10 below. A second Notice of Ongoing Violation shall be sent 10 days thereafter if the Continuous Violation is not cured or arrangements to cure the Continuous Violation are not communicated to the District Representative in writing and the prior fine

paid. The second Notice of Ongoing Violation shall advise the Owner of the imposition of an additional fine, pursuant to the fine schedule set forth in Section 10 of this Resolution.

d. Continuous Violation. In the event that a Continuous Violation continues to exist uninterrupted 10 days after the date of the second Notice of Ongoing Violation, the District may in its discretion, in addition to any other remedy, send the Owner a notice of daily fines (“**Daily Fine Notice**”) and thereafter impose a fine of up to \$100 for each day that a Continuous Violation so continues.

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

a. Advisory Letter. If the District Representative determines that a Repetitious Violation of the Governing Documents has occurred, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an Advisory Letter via United States mail—registered or certified mail, postage prepaid, return receipt requested—to the Owner’s Address, notifying the Owner of: (i) the restriction violated and the nature of the Repetitious Violation, and (ii) that any subsequent violations of the same restriction within 45 days of the date of the Advisory Letter may result in the imposition of fines. The District Representative may, in its sole discretion, determine that an Advisory Letter is not necessary or appropriate and may instead immediately send a Notice of Repetitious Violation as defined and provided in Section 5(b) below.

b. Notices of Repetitious Violation. If an Owner subsequently violates the same covenant or rule within 45 days from the date of the Advisory Letter, each such instance shall constitute a separate Repetitious Violation for which fines may be imposed pursuant to the fine schedule set forth in Section 10. Upon the occurrence of each subsequent Repetitious Violation, the District Representative shall send the Owner a notice advising the Owner of the Repetitious Violation and of the fine to be imposed (“**Notice of Repetitious Violation**”). The first such Notice of Repetitious Violation shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 10 days of such first Notice of Repetitious Violation. The District may impose additional fines with each Notice of Repetitious Violation without the necessity of providing the Owner with the opportunity for a hearing thereafter.

6. Impartial Decision Maker. Pursuant to Colorado law, an Owner has the right to be heard before an “**Impartial Decision Maker.**” An Impartial Decision Maker is defined under Colorado law as a person or group of persons who have the authority to make a decision regarding the enforcement of the District’s Governing Documents, including architectural requirements, and does not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will

not, as a result of the outcome, receive any greater benefit or detriment than that of other owners subject to the same Governing Documents. Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, or any other individual or group of individuals.

7. Hearing on Violation. If a hearing is requested by the Owner pursuant to Section 4(b) or 5(b) above, the District Representative shall notify the Owner of the date, time, and place of the hearing at least 10 days prior to the hearing. Hearings regarding violations of the Governing Documents shall be conducted by an Impartial Decision Maker.

8. Failure to Attend or Request Hearing. In the event any Owner fails to request a hearing within 10 days of the date of Notice of Continuous Violation or the first Notice of Repetitious Violation, as applicable, no hearing shall be required. Failure to request a hearing or to appear at a requested hearing will result in the Owner being deemed to have admitted and acknowledged the violation and the Owner will thereafter be subject to all fines and penalties assessed in connection with the violation. After offering an Owner the opportunity for a hearing in the Notice of Continuous Violation or the first Notice of Repetitious Violation, as applicable, regardless of whether the Owner then requests a hearing or not, the District need not offer the opportunity for a hearing for any additional fines to be imposed for failure to cure a Continuous Violation or for subsequent instances of a Repetitious Violation.

9. Decision. After the District has taken the hearing steps as outlined above, and in the event a hearing is requested and held, upon a finding being reached, the District Representative shall send notice of determination (“**Notice of Determination**”) to the Owner’s Address informing the Owner of the Impartial Decision Maker’s findings. If the Impartial Decision Maker finds the Owner is in violation of the Governing Documents, the District may revoke or suspend the Owner’s privileges, impose fines in accordance with the fine schedule set forth in Section 10 below, and take such other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents.

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

Continuous Violations:

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

Repetitious Violations:

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

11. Perpetual Lien. Pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board is authorized to fix and from time to time increase or decrease fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District. Until paid, all such fees, rates, tolls, penalties, or charges shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics' liens.

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

A. Urgent/Emergency Violations. Notwithstanding the procedure set forth herein, if the Board reasonably determines that an Alleged Violation threatens the health, safety, prosperity, security, or general welfare of the Unit Owners of the District, then the Board shall send the Unit Owner a notice deeming the Alleged Violation an urgent violation of the Covenants and Design Standards ("Urgent Violation") and send a Notice of Urgent Violation ("Urgent Violation Notice") to the Unit Owner (i) describing the Urgent Violation(s), (ii) describing the action or actions required to cure each Urgent Violation, (iii) fines that may be imposed if the Urgent Violation(s) is not cured by the actions required in the Urgent Violation Notice within seventy-two (72) hours, and (iv) offering the Unit Owner an opportunity to schedule a hearing to dispute the Urgent Violation(s) within seventy-two (72) hours of the date of the Urgent Violation Notice. If the Board determines that the Unit Owner has not cured the Urgent Violation(s) or has failed to schedule a hearing to dispute the Urgent Violation(s) within seventy-two (72) hours, then the Unit Owner is subject to additional Fines set forth in Paragraph 7 herein and/or the Urgent Violation(s) may be referred to the District's Attorney as set forth in Paragraph 9 herein. If the Unit Owner desires to further dispute the Board's findings with an Impartial Decision-Maker (as defined herein), the Unit Owner shall follow the Appeals Process set forth in Paragraph 10 below. Notwithstanding the foregoing or the other procedures set forth herein, if the Board reasonably determines that an Alleged Violation is an emergency that imminently threatens the health, safety, prosperity, security, or general welfare of the public and/or Unit Owners of the District if not cured in less than 72-hours then the Board can take whatever measures it reasonable determines necessary ("Emergency Violation"). In the event of an Emergency Violation, the Board shall send the Unit Owner a notice and follow the procedures set forth above, to the extent applicable, as soon as reasonably practicable after the Board's actions.

13. Waiver of Fines and Other Amounts. The District may determine enforcement actions on a case by case basis, and take other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents. The District Representative may, in its sole discretion, waive all or any portion of any fines and other amounts levied under this Resolution.

Additionally, the Board may condition waiver of any fine or other amount(s), upon the Owner coming into and staying in compliance with the Governing Documents.

14. Other Enforcement Means. The provisions of this Resolution shall be in addition to all other enforcement means which are available to the District through the Governing Documents, or by law. Application of this Resolution does not preclude the District from using any other enforcement means, including but not limited to the recording of liens, certification to the county Treasurer's Office of delinquent fees, rates, tolls, fines, penalties, charges, and/or assessments related specifically to covenant enforcement and design review services and any other legal or equitable remedies available to the District.

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

16. Certification of Account to County Treasurer. Pursuant to § 32-1-1004.5(3)(b)(III), C.R.S., the Board may elect to certify any delinquent fees, rates, tolls, fines, penalties, charges, and/or assessments made or levied specifically for covenant enforcement and design review services satisfying the criteria established therein to the county Treasurer's Office for collection with the District's ad valorem property taxes. The certification process may be performed by the District Representative, Special Counsel, or general counsel to the District in addition to or in lieu of any procedures set forth in this Resolution in the Board's sole discretion. The fees for the certification process shall be in accordance with Colorado law and Arapahoe County's policy.

17. Disputes. In the event of any dispute involving the District and an Owner related to the enforcement of any covenants or design review services, the Owner may request to meet with the Board to resolve the dispute informally and without the need for additional enforcement actions. If the Owner requests to meet with the Board, the Board shall make a reasonable effort to comply with the Owner's request.

Nothing in this Section shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the District nor the Owner waives any right to pursue whatever legal or other remedial actions available to either party.

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

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

20. Payment. Payment for all fines shall be by check or equivalent form acceptable to the District, made payable to “Blackstone Metropolitan District” and sent to the District within 30 days from the date of the notice sent from the District to the Owner notifying the Owner of the imposition of the fine. The District may change the payment address from time and time and such change shall not require an amendment to this Resolution.

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

22. Headings. The headings of paragraphs in this Resolution are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Resolution.

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

[Remainder of page intentionally left blank, signature page follows.]

ADOPTED THIS DAY OF MONTH, 2024.

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

By: _____
Officer of the District

ATTEST:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

**Blackstone Metropolitan District
Claims Paid (01/14/2025 - 02/11/2025)**

Vendor	Invoice Number	Process Date	Amount
Brightstar District Management LLC	104	1/14/2025	\$ 5,514.20
Landtech Contractors, Inc	Multiple	1/14/2025	6,901.00
REPUBLIC SERVICES #535	0535-006230719	1/14/2025	30,460.76
South Aurora Regional Improvement Authority	45597	1/14/2025	802.47
Teresa Moore	Reimbursement	1/14/2025	166.62
White Bear Ankele Tanaka & Waldron	38193	1/14/2025	5,124.42
Xcel Energy	53-8016149-9 DEC.	1/20/2025	1,207.63
Aurora Water	A116535 JAN25	1/31/2025	13.84
Aurora Water	A116534 JAN25	1/31/2025	13.84
Aurora Water	A116536 JAN25	1/31/2025	13.84
Aurora Water	A116530 JAN25	1/31/2025	13.84
Aurora Water	A116540 JAN25	1/31/2025	13.84
Aurora Water	A116538 JAN25	1/31/2025	13.84
Aurora Water	A116533 JAN25	1/31/2025	13.84
Aurora Water	A116539 JAN25	1/31/2025	13.84
Aurora Water	A116537 JAN25	1/31/2025	31.27
Aurora Water	A116532 JAN25	1/31/2025	31.27
Aurora Water	A116529 JAN25	1/31/2025	31.27
Aurora Water	A116531 JAN25	1/31/2025	31.27
Xcel Energy	Multiple	1/31/2025	1,304.82
Altitude Community Law P.C.	1726 DEC24	2/3/2025	2,317.61
Brightstar District Management LLC	105	2/3/2025	13,422.28
CliftonLarsonAllen LLP	L251020214	2/3/2025	2,983.73
CliftonLarsonAllen LLP	L241850638	2/3/2025	3,483.16
Colorado Special District P&L Pool	25PL-60621-2869	2/3/2025	36,387.00
Full Spectrum Lighting, Inc.	Multiple	2/3/2025	3,598.59
Landtech Contractors, Inc	Multiple	2/3/2025	35,526.46
Law of the Rockies Attorneys at Law	4	2/3/2025	2,376.32
REPUBLIC SERVICES #535	0535-006265155	2/3/2025	15,350.11
Sequoia Golf Blackstone Country Club	BMD0165	2/3/2025	4,023.53
White Bear Ankele Tanaka & Waldron	38689	2/3/2025	2,169.13
Pet Scoop, Inc.	596798	2/10/2025	453.00
	Invoice Total	\$	173,808.64
Card Purchase: Public Storage		1/14/2025	\$ 204.59
Card Purchase: Home Depot		1/15/2025	485.88
Card Purchase: Amazon		1/17/2025	13.12
Card Purchase: Public Storage		2/3/2025	8.00
Card Purchase: Amazon		2/3/2025	6.43
	Card Total	\$	718.02
	Grand Total	\$	174,526.66

Blackstone Metropolitan District
REGULAR MEETING OF THE BOARD OF DIRECTORS
MINUTES
January 21st, 2025

I. ATTENDANCE & CALL TO ORDER

Board Members in attendance were Perry Deeds, Lisa Monahan, Marty Liles, Brent Johnston, and Aaron Jones.

Also, in attendance were Clint Waldron (White Bear Ankele Tanaka & Waldron), Ben Zand (Landtech Contractors, LLC), Curtis Bourgouin (CliftonLarsonAllen, LLP), Beau McMahan & Maranda Witt (Brightstar District Management), and members of the public. The meeting was called to order at 6:02 pm.

II. DISCLOSURE OF ANY CONFLICTS OF INTEREST – Attorney Waldron reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law. Attorney Waldron inquired whether members of the Board had any additional disclosures of potential or existing conflicts of interest regarding any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

III. AGENDA REVIEW / UPDATES OR APPROVAL –The District Manager asks for the following updates to the agenda. To add Matthew with Full Spectrum Lighting to be presented after Arborist Discussion. Upon motion duly made by Director Deeds, seconded by Director Monahan, upon vote, unanimously carried, the agenda was approved as submitted.

IV. ARBORIST DISCUSSION – Byron Kirkland from Sav-a-Tree attended the meeting to present his services as a licensed Arborist for the Metro District. He noted that the District has nearly 2,500 trees that require evaluation and care, with approximately 200–300 needing immediate attention. Byron proposed a plan to provide six treatments annually for \$2,000, addressing current tree health issues with his recommended services. Given the substantial cost, the Board expressed interest in approaching this project in phases. Byron committed to providing a phased proposal for his recommended work, along with a separate bid to assess the 65 warranty trees scheduled for installation by Landtech this season. Mr. Kirkland also noted that if the Metro District did approve moving forward, he would offer up to 5 soil samples free of charge.

V. LANDSCAPE MAINTENANCE REPORT

a. Mr. Zand reviewed the Landscape Maintenance Report from December and January and stated that due to snow on the ground he doesn’t have much to report.

1. **Dog Station Discussion** – Mr. Zand discussed that he received a work order for Dog Stations and Trash Receptacles. Some dog stations are showing signs of age, and the board would like to consider adding additional stations. Mr. Zand stated that the stations themselves are costly, nearly \$1300 for the station to be installed. The board has decided to table this item for now.
2. **Trash Receptacle Discussion** – Mr. Zand discussed that he received a work order request for trash receptacles being replaced. Some of the receptacles have been damaged and show signs of age. Mr. Zand’s bid was \$4000 for one receptacle. The

board has decided to table this item for now.

3. **Filter Replacement at Pond** - Mr. Zand discussed that the board should prepare for an expense when the time comes to start the irrigation systems. He stated that the filters at the pond will need to be replaced this year, and they are costly. The board requested a bid to have the filters changed.
4. **Blackstone Sign Discussion** – Mr. Zand discussed the color of the Blackstone sign. The board would like it to be left the red/pink color for the Valentines Day Holiday.
5. **Water Tracking Discussion** – Clint, discussed circulating an example of what is being provided for a neighboring community. Mr. Zand stated that he would be putting something similar together for Blackstone.

VI. PUBLIC COMMENT

- A homeowner raised concerns about the city's snow removal efforts and the perceived lack of service. The Board clarified that they do not have jurisdiction over city-managed snow removal but encouraged residents to report such issues directly to the city for resolution.
- A homeowner wanted to personally thank Ben Zand & his team, with Landtech, for their assistance with moving items to/from the old storage unit. Thank you, Ben and Team!
- It was discussed by several homeowners that they have late fees and interest on their account, due to Metro District quarterly dues not being paid in time. The board would like to have these matters reviewed on a case-by-case basis and have stated that the management company has the right to waive fees, at their discretion. Should a homeowner have any discrepancies with the Management team's decision, they will be encouraged to attend the next Metro District Meeting to discuss it with the board directly.

VII. Cox Landscaping Presentation

- a. The board received a bid for landscaping maintenance for the 2025 season. Randy & Kevin Cox introduced themselves and the company. And discussed the bid provided. It was discussed that Cox Landscaping used to maintain the community years ago. The board asked for more time to review the bid, and asked if they would return in February to meet with them again.

VIII. FINANCIAL REPORT

- a. The Board reviewed the financial statements from December 2024. Upon motion duly made and seconded, upon vote, unanimously carried, the Board accepted the financial statements as submitted by CliftonLarsonAllen LLP.
- b. Credit Card Usage – It was discussed that an expense report for the Metro District Credit card would be sent to Curtis, and the Board monthly.

IX. MANAGEMENT REPORT

- a. ARC/Violation Report - The District Manager reviewed the latest arc/violation report for the Metro District.
- b. Project Updates
 1. GIS Mapping Project – It was discussed that Director Johnston, and the District Manager met with Trip from IMEG. Trip was informed of all items to be considered for the project, such water meters, taps, lights, and irrigation clocks. Director Jones stated that there are free options that would provide this service, and the board decided to table this project.
 2. Entrance Signs – The District manager stated that Director Monahan approved the most recent mockup, and the new signs will be sent for fabrication. Once completed

they will be mailed and installed.

3. Monument Lighting Project – It was discussed that this is a potential hazard to the community, with it being so dark at most of the entrances its harder for people to see where to turn into the community. The board would like to walk with Full Spectrum lighting before formally approving. The board would like to map out the entire project both now, and in the future. Director Liles will setup a date for the project walk.
 4. Mailbox Lighting Project – It was discussed that the mailboxes are not lit currently and its hard for homeowners to retrieve their mail. The board has been presented with a bid from Full Spectrum Lighting however, the expense was high. The board has asked Full Spectrum to research alternative poles and solar light options.
- c. Country Club Park Sunshade Discussion – Due to lack of time, this was tabled until a later date.

X. CONSENT AGENDA

Upon motion made by Director Liles, seconded by Director Johnston upon vote, unanimously carried, the Board approved the consent agenda items as follows:

- a. Approve November 19th, Regular Meeting Minutes,
- b. Approve November 19th, Special meeting minutes.
- c. Approve and Ratify Payment of Claims in the amount of \$235,981.31.
- d. Resolution Designating Meeting Notice Posting Location.
- e. First Amendment to Independent Contractor Agreement (Lighting Maintenance Services)
- f. Work Order No. 1 to Independent Contractor Agreement (Lighting Maintenance Services)
- g. First Amendment to Independent Contractor Agreement (Stormwater Maintenance Services)
- h. Work Order No. 1 to Independent Contractor Agreement (Stormwater Maintenance Services)

XI. COMMITTEE REPORTS

- a. Landscape Committee
 1. No Meeting, No Updates Currently.
- b. Architectural / Design Review
 1. No Updates Currently.
- c. Social Committee
 1. The Social Committee will be meeting later this month to finalize the events calendar. It will be sent to the board and manager for posting once completed.
- d. Technology Committee
 1. No Updates Currently.

XII. LEGAL REPORT

- a. Approval of License Agreement to Allow Access to Fire Hydrant to Adjacent Landowner (Toll) with a motion from Director Monahan, a second from Director Johnston, upon vote all in favor.
- b. Clint discussed that the District Elections will be held in May, and that self-nomination forms will be mailed soon. Currently there are 3 seats up for election.
- c. Consider Adoption of Resolution Establishing Guidelines for Collections – Due to time, this item was tabled until a later date.
- d. Consider Adoption of Resolution Regarding Policies, Procedures and Penalties for the Enforcement of the Governing Documents – Due to time, this item was tabled until a later date.

XIII. DIRECTOR'S ITEMS

a. Saria Update

1. Director Jones provided updates from the recent SARIA meeting. He stated a master service plan is no longer needed. He also stated that the recently approved agreement will only take effect until 2038. With a motion by Director Johnston a second by Director Deeds, upon vote all were in favor of resending the previously approved decision.

XIV. PUBLIC COMMENT

Director Jones notified the board, and members in attendance that he will be resigning from his position, effective immediately. The board, and neighbors present, thanked him for all his hard work and wished him well moving forward.

XV. ADJOURNMENT

- a. Upon motion duly made by Director Deeds, seconded by Director Jones, upon vote, unanimously carried, the Board adjourned the meeting at 9:33 pm.

Minutes approved: _____ Date: _____