

# HIGH PLAINS METROPOLITAN DISTRICT

Special Meeting (via Teleconference)

Thursday, September 17, 2020, at 6:00 p.m.

[www.highplainsmetro.org](http://www.highplainsmetro.org)

---

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

---

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

<https://zoom.us/j/96050309125?pwd=eHJtV29VSTJKOUUpGNUQ5S2JabHgwZz09>

Call in Number: 720-707-2699

Meeting ID: 960 5030 9125

Passcode: 852763

## **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. Please sign in. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather it will refer the items for follow up.
5. Consent Agenda –The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board.
  - a. Approve July 29, 2020 Special Meeting Minutes
  - b. Approve August 20, 2020 Special Meeting Minutes
  - c. Approve Claims Listing in the Amount of \$250.00
  - d. Approve Capital/Large Claims Listing in the Amount of \$512,719.45
  - e. Approve Independent Contractor Agreement with Playground Safety Solutions, LLC for Quarterly Playground Safety Inspections
6. Financial Report/Financial Matters
  - a. Review and Consider Acceptance of Unaudited Financial Statements
  - b. Discuss 2021 Budget Workshop
  - c. Other Financial Matters
7. Legal Matters
  - a. Consider Resolution Accepting Real Property and Improvements and Authorize Payment of \$1,000,000 to Lennar
  - b. Discuss Potential Insurance Claim for Trees

1336.0008: 1068100v1

\*Regular and Special Meeting Agendas will be posted to the District’s website at [www.highplainsmetro.org](http://www.highplainsmetro.org)

- c. Discuss Insurance Review Work Session
  - d. Other Legal Matters
8. Landscape Maintenance
    - a. Discuss, Review and Approve Work Orders/Proposals
    - b. Other Landscape Maintenance
  9. Facilities Management/District Operations
    - a. Other Facilities Management
  10. Discuss Letters of Interest and Board Appointment and Consider Appointment
  11. Director Items/Other Business
    - a. Discussion/Work Session Topics:
      - i. Process and Timeline for Agendas and Draft Minutes
      - ii. Vendor RFP Process
      - iii. Roles and Responsibilities for Board Members
      - iv. Residential Improvement Guidelines
    - b. Board Emails from Residents – Round Robin
    - c. Discuss Meeting Frequency
  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. Please sign in. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather it will refer the items for follow up.
  13. Adjournment

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

MINUTES OF A SPECIAL MEETING OF THE BOARD  
OF DIRECTORS

OF

HIGH PLAINS METROPOLITAN DISTRICT

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

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

Attendance

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

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

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

Call to Order

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

Declaration of Quorum/Director  
Qualification/Reaffirmation of  
Disclosures

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

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

**Agenda**

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

**Public Comment**

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

**Consent Agenda**

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

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

**Capital Improvements**

**Update on Entryway Project Final Walkthrough**

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

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

Update on Park Signs and Associated Landscaping

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

Tree Planting Discussion

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

### **Landscape Maintenance Matters**

Landscape Maintenance Report

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

Discuss, Review and Approve Work Orders/Proposals

None.

Other Landscape Maintenance

None.

### **Facilities Management/District Operations**

District Manager's Report

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

Review and Discuss Outstanding Projects List

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

Discuss Median Sidewalk Repairs

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

Other Facilities Management

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

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

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

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

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

**Covenant  
Enforcement/Architectural  
Review**

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

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

Review and Discuss Updated Residential Improvement Guidelines

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

Discuss Ongoing Covenant Enforcement Matters

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

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

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

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

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

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

Following discussion, ~~upon a motion duly made and seconded,~~ the Board ~~unanimously~~ determined not to reopen the covenant enforcement case against Mr. Christianson that was addressed and decided by the Board at the January 16, 2020 Board meeting. To the extent a complaint with additional information is provided, that complaint will be reviewed as any other complaint.

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

## **Legal Matters**

Discuss Termination and Acknowledgement Agreement

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

Other Legal Matters

None.

## **Financial Report/Financial Matters**

Review and Consider Acceptance of Unaudited Financial Statements

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

Other Financial Matters

None.

## **Directors Items/Other Business**

Discuss Community Survey

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

**Committee Reports**

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



Adjourn

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

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

---

Secretary for the Meeting

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

**MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS OF THE  
HIGH PLAINS METROPOLITAN DISTRICT  
HELD  
AUGUST 20, 2020**

**HIGH PLAINS METROPOLITAN DISTRICT**  
**www.highplainsmetro.org**

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

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

---

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

---

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

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

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

**NOTICE OF SPECIAL MEETING AND AGENDA**

**Board Attendance:** Shawn McGoff, Josie O’Neill, Jill Shadwell, Maria Elena Daniels

**Consultant Attendance:** Clint C. Waldron, Esq. and Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Irene Borisov, Summit Management and Consulting, District Manager; Kevin Cox and Jerry Maness, Cox Landscaping Inc.; Ben Houghton, CliftonLarsonAllen, District Accountant; and homeowners.

1. **Call to Order** – 6:00 p.m.
2. **Declaration of Quorum/ Conflict of Interest Disclosures** – Mr. McGoff confirmed a quorum of the Board was present. Mr. Waldron reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. McGoff inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.
3. **Agenda Revisions, Approval** – Mr. McGoff presented the revised agenda to the Board. Ms. Shadwell noted that agendas are available on the District’s website.
  - a. Total Targeted Meeting Time = 158 minutes/~2.5 hours
4. **New Suggested Agenda Format**

Table format: (2 minutes)

1336.0008: 1060475

\*Regular and Special Meeting Agendas will be posted to the District’s website at [www.highplainsmetro.org](http://www.highplainsmetro.org)

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

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

Patrick Daniels

Mr. Daniels statement: In the last Board meeting the attorney shut him down. He is the one that brought this issue to the Board and it was censored. This is not the way business has been run in the past. How can I comment on what is said during the meeting? The issue is damage to a concrete drainage pan between houses that is a common asset. There have been claims that the engineer exceeded his authority in determining this violation. I am tired from asking elected officials to do the right thing. I think the attorneys run the meetings, the attorneys are not supposed to run the District. How much has the law firm invoiced year to date for 2020?

Mr. McGoff responded that this was discussed in detail at the last meeting. We are all here for our residents and the Board is running the meetings with help from consultants.

Ms. Shadwell responded I don't know if this is a community asset. If that is the case then we should be holding a special meeting for you to understand all aspects of this. If there is additional information please provide it.

Mr. McGoff stated that there is a process to submit additional information.

Mr. Daniels responded that if the drainage belongs to me I should have the right to remove it but it does not belong to me so I do not have the right to do that. I am tired of fighting this. I am trying to protect the community assets.

Mr. McGoff asked, can you produce something that says this is a community asset?

Mr. Daniels stated, it is obviously not mine because it extends to all my neighbors.

	<p>Mr. McGoff responded that the discussion around grading/drainage was in detail. Changing the drainage final grading is a District matter. If you can produce something that shows the drainage final grading is changed we will look at it.</p> <p>Ms. Shadwell said Mr. Daniels can request a hearing and provide the information and follow the process.</p> <p>Mr. Daniels responded that there was not a hearing on this matter, just Board discussion.</p>
Ken Christianson	<p>Mr. Christianson's statement: I was here 14 years ago when the drainage was installed and it is on private property, not community property. I think the last time the complaints from Patrick and Director Daniels the Board hired an engineer which cost the District money. Patrick and Director Daniels should reimburse the District for engineering and legal fees. It seems like every other week there is a complaint to Ms. Borisov. Seems like the neighbors are complaining about everything I do in my yard. These improvements were approved by the ARC. Director Daniels has a conflict of interest in these matters. The law firm is trying to stay on the level playing field, this is an ongoing conflict and I would like to get it resolved.</p>
Pascal Dengah (Board Candidate)	<p>Mr. Dengah's statement: I have lived in Blackstone for 8-9 years. I was on the Board previously and lost the election. I would like to be considered to be on the Board.</p>
Kathy Morgan	<p>Ms. Morgan's statement: Thank you for everything you do, all of the parks they are beautiful, we need to get with people not watering their lawns, along with weeds. We talked about poop disposal and Director Daniels is on this and we need to get these up as soon as we can.</p>

<p><b>6. Consent Agenda (2 minutes)</b></p> <p>The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board</p>	
<p>a. Approve July 29, 2020 Special Meeting Minutes –</p> <p>b. Approve Claims Listing in the Amount of \$ _____</p> <p>c. Discuss 2020 Legislative Memorandum</p>	
<p><b>Votes</b></p>	<p>Topic: July 29, 2020 Special Meeting Minutes Vote: NO VOTE, ITEM DEFERRED</p> <p><u>Discussion:</u> The Board engaged in discussion regarding the July 29, 2020 Minutes. Following discussion, the Board determined to defer consideration of the July 29, 2020 minutes.</p>

<b>Votes</b>	<p><u>Topics:</u> Claims Listing in the Amount of \$373,411.33 and 2020 Legislative Memorandum</p> <p><u>Votes:</u>  Director McGoff – Yes  Director O’Neill – Yes  Director Shadwell – Yes  Director Daniels –Yes</p> <p><u>Discussion:</u> The Board discussed the status of the entryway improvements, and Director Daniels noted the work is not complete and retainage should not be paid. Following discussion, the Board approved the claims in the amount of \$373,411.33 with the retainage amount payable to Cox Landscaping for the entryway project to be withheld, and the 2020 Legislative Memorandum.</p>
<b>Action Items:</b>	- Ms. Borisov will reach out to Ms. Hendricksen to set up a meeting to walk the entryway project with the Landscape Committee.

7. Financial Report/Financial Matters (18 minutes)	Speaker (mins)	Notes/Minutes
Review and Consider Acceptance of Unaudited Financial Statements	Accountant (8)	
		<u>Discussion:</u> Mr. Houghton reviewed the July 31, 2020 unaudited financial statements with the Board. Director Shadwell asked about the capital project fund. Director Shadwell asked about COVID legislation and the effects on property tax collection. Mr. Houghton noted that the legislative changes due to COVID will not have an impact on property tax collection for the District.
2021 Budgeting Process	Accountant (5)	Timeline, preparations, special meeting(s)
		<u>Discussion:</u> Mr. Houghton discussed the general budget process with the Board noting that the Board could appoint committee members and/or the Board may hold a special meeting to review the budget.  No action taken.
Accounts Payable flow - reviews/approvals	Accountant (5)	Discuss how to go about getting this process, responsible parties, Board’s role
		<u>Discussion:</u> Mr. Houghton discussed the accounts payable process with the Board, noting that CliftonLarsonAllen has a multistep process for invoice categorization and approval. Director O’Neill approves bills through Bill.com and payment is released.

		<p>Director Shadwell noted that the Board does not review invoices, they just see the dollar amount requested for approval.</p> <p>Mr. Houghton noted that there are several Boards with two approvers, and there are Boards where the entire Board has an account to review prior to release of payment.</p> <p>Director Shadwell noted that the Board is not given the claims listing to ratify without seeing the actual invoices. Are we comfortable approving invoices without seeing them? Could these all be added to the packet?</p> <p>Director McGoff noted that there are multiple internal controls and there is no reason to pay an invoice without this process. He also noted that if there was a weird line item to discuss that is brought up on the consent agenda.</p> <p>Ms. Borisov asked if there is a way to break out claims more clearly. Mr. Houghton stated yes we could break it out by invoice.</p> <p>Director O’Neill stated that any Board member who wants access to Bill.com can have it.</p> <p>No action taken.</p>
<b>Votes</b>	Yes/No/Abstain	<p><b>Topic</b> – July 31, 2020 Unaudited Financials</p> <p>Director McGoff – Y</p> <p>Director O’Neill – Y</p> <p>Director Shadwell – Y</p> <p>Director Daniels – Y</p> <p>Following discussion, upon a motion duly made and seconded, the Board accepted the unaudited financials.</p>
<b>New Action Items Discussed</b>		<ul style="list-style-type: none"> <li>Mr. Houghton will review Director Shadwell’s Bill.com account permissions to make sure she has full access.</li> </ul>

Bret Erickson (Board Candidate)	<p>Mr. Erikson informed the Board the he has been living in Blackstone for a couple of years and has submitted a letter of interest for the Board vacancy. He noted that he has been in new home construction for 40 years and has worked with Lennar in upper management in Las Vegas. Mr. Erikson also noted that he has been the Board representative for the builder in the past and he looks forward to possibly joining the High Plains Board and he is interested in keeping my community beautiful.</p> <p>Director McGoff responded that the Board will reach out individually to discuss.</p>
---------------------------------	---

8. Legal Matters (11 minutes)	Speaker (mins)	Notes/Minutes
Consider Approval of Settlement, Termination and Acknowledgment Agreement	WBA (5)	
		<p><u>Discussion</u>: Mr. Waldron reviewed the Settlement, Termination and Acknowledgement Agreement with the Board.</p> <p>Director McGoff noted that there are two monument signs.</p> <p>Director Shadwell asked if Lennar agrees to remediate drainage without any costs to the District. Mr. Waldron noted that Lennar agreed to remediate the drainage and it is noted in the agreement.</p> <p>Mr. Waldron noted that any problems that arise after the District accepts the improvements is a risk of the District which they are taking on in exchange for Lennar writing off approximately \$31 million in outstanding District obligations.</p> <p>Director McGoff inquired about how the debt gets written off once the agreement is finalized?</p> <p>Mr. Waldron noted that the capital reimbursement agreement does not go away until the agreed upon settlement payment is made in full.</p> <p>Director McGoff asked if they will be required to finish the sidewalks and other improvements at the park.</p> <p>Mr. Waldron noted that the sidewalks are the developer’s obligation per the City and the Board is only accepting improvements on the tracts themselves. Mr. Waldron also noted that there will be additional landscaping costs as part of this acceptance and there could be additional costs on top of that requested by the Landscape Committee.</p> <p>Mr. Houghton stated that the District has the funds within the budget to pay the settlement this year.</p>
District liability on snow removal damage	WBA (2)	Provide status
		<p><u>Discussion</u>: Mr. Waldron noted that he has reached out to the City to see if they would allow the District to provide snow removal on City owned streets. Mr. Waldron noted that the City is considering allowing this to be done via permit, but details on the permit process are not yet available.</p> <p>Director Shadwell asked about District liability if Cox does this for the District and Director Daniels asked if</p>

		<p>there is a specific City Code being violated. Mr. Waldron noted that if Cox handles snow removal they are technically trespassing on City streets and as it is City property the City is the only entity allowed to operate snow removal equipment on the streets.</p> <p>Director Daniels asked if there is a cost? Mr. Waldron stated that yes, the District would be responsible for all snow removal costs.</p> <p>Ms. Borisov noted that she has not bid snow removal on public streets so the cost is unknown.</p> <p>Director McGoff noted that this can become very costly.</p> <p>Director Shadwell stated that this has been an open item for some time.</p> <p>No action taken.</p>
Lennar turn over plan – update	WBA (2)	Deferred.
<b>Votes</b>	Yes/No/Abstain	<p><b>Topic – Settlement, Termination and Acknowledgement Agreement</b></p> <p>Director McGoff– Y  Director O’Neill – Y  Director Shadwell – Y  Director Daniels – Y</p> <p>Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Settlement, Termination and Acknowledgement Agreement subject to final legal review and determined to make a single lump sum payment for the settlement in 2020.</p>
<b>New Action Items Discussed</b>		<p>Mr. Waldron will provide the Drainage Exhibit to the Board for the Settlement, Termination and Acknowledgement Agreement.</p> <p>Mr. Waldron will provide the Board with the email from the City regarding the snow removal permit process.</p>

9. <b>Covenant Enforcement/Architectural Review (10 minutes)</b>	<b>Speaker (mins)</b>	<b>Notes/Minutes</b>
Consider Approval of Amended and Restated Covenant Enforcement Policy	WBA (5)	Summit was going to review this revised policy and their ability to support this from a technical/tracking perspective



		<p><u>Discussion:</u> Director McGoff noted that the Amended and Restated Covenant Enforcement Policy was discussed at last month’s meeting.</p> <p>Mr. Waldron reviewed the proposed Covenant Enforcement flow chart with the Board noting that the current process does not differentiate between continuous and repetitious violations.</p> <p>Director Daniels asked how the Board can enforce this without consistent monitoring.</p> <p>Ms. Borisov noted that they do drives twice a month, she writes up violations, and checks on violations that are open and closes or takes them to the next level if necessary.</p> <p>Mr. Waldron asked how complaints are handled.</p> <p>Ms. Borisov responded that she drives by any houses with open complaints on her next drive through the community.</p> <p>Director Daniels inquired about enforcing covenants against homeowners and on District property</p> <p>Mr. Waldron noted that the Board of another community was revising the community’s covenant enforcement policy and that Board sent out an email to homeowners informing them of the intended changes.</p> <p>Director Shadwell noted that the Board needs to establish a process for continuous and repetitious violations and this defines that.</p> <p>Ms. Borisov stated when they receive the violation letter it includes a form to request a hearing and the homeowner is advised of all the dates.</p> <p>The Board discussed the amount of days allotted to homeowners for curing repetitious violations.</p>
<p>Discuss and Consider Approval of Updated Residential Improvement Guidelines</p>	<p>WBA (5)</p>	
		<p><u>Discussion:</u> Director McGoff discussed the Updated Residential Improvement Guidelines with the Board. Director McGoff, Director Daniels, and Ms. Borisov discussed the changes and noted that there are a few items that need to be discussed by the Board.</p> <p>Director Daniels noted that the current guidelines have a lot of wording, but not detailed images.</p> <p>Ms. Borisov noted that the appendixes will have more detail for homeowners.</p> <p>No action taken.</p>

<b>Votes</b>	Yes/No/Abstain	<p><b>Topic</b> - Amended and Restated Covenant Enforcement Policy</p> <p>Director McGoff – Y  Director O’Neill – Y  Director Shadwell – Y  Director Daniels– Y</p> <p>Following discussion, upon a motion duly made and seconded, the Board approved the Amended and Restated Covenant Enforcement Policy with 45 days to cure repetitious violations.</p>
<b>New Action Items Discussed</b>		<ul style="list-style-type: none"> <li>- Ms. Borisov will provide a list of repetitious violations to the Board and DRC Committee.</li> <li>- Ms. Borisov will work with the DRC Committee to finalize the revised Residential Improvement Guides and then provide to the full Board for final review and comment.</li> </ul>

10. Capital Improvements (24 minutes)	Speaker (mins)	Notes/Minutes
Status of lights on new Blackstone sign at front entrance	Cox (2)	<ul style="list-style-type: none"> <li>· Who owns these lights? Maintenance, changes, etc.</li> <li>· Status on planting flowers in the sign planter?</li> </ul>
		<p><u>Discussion:</u> Director Shadwell asked who owns the lights and has control at the new entryway sign.</p> <p>Mr. Cox stated that he has control of the lights and anyone can take control if they want it.</p> <p>Director Shadwell noted that flowers have been planted and inquired about the process for replacement of dead plants.</p> <p>Mr. Waldron stated that in the event any of the plant material needs replacement, Ms. Borisov can make a warranty claim.</p> <p>No action taken.</p>
Update on Park Signs and Landscaping	Director Daniels (5)	
		<p><u>Discussion:</u> Mr. Waldron noted that the Board had approved the proposed scope and that there may have been subsequent changes to the proposal.</p> <p>Ms. Borisov noted that the changes made to the Cox proposal did not change the cost for the material, only the plants, and the estimate has been updated.</p> <p>No action taken.</p>

Smokey Hill & Blackstone Pkwy Entrance Revamp	WBA/Board (5)	<ul style="list-style-type: none"> <li>Status on Punch List (who owns oversight to completion)</li> </ul>
		<p><u>Discussion:</u> Director Daniels informed the Board that the workmanship on the entryway project is not good and there are things that need to be repaired or replaced. Director Daniels expressed her concerns and inquired about hiring a project manager on these larger projects so the Board doesn't continue to have the same conversations over and over again.</p> <p>Mr. Waldron noted that Ms. Hendricksen was engaged as the project manager for the Smokey Hill and Blackstone Parkway Entrance revamp and if the project is not completed according to plans that should be discussed with Ms. Hendricksen.</p> <p>Ms. Borisov noted that she will follow up to set up a meeting with Ms. Hendricksen and Director Daniels on Zoom.</p> <p>Director Shadwell noted that a discussion about criteria for completion needs to be had with Ms. Hendricksen.</p> <p>Director Daniels asked why the Landscape Committee was not advised of the punch list items.</p> <p>Mr. Waldron noted that it is Ms. Hendricksen's job to make sure the project is complete.</p> <p>Director Daniels will work with Ms. Hendricksen to address her concerns.</p> <p>No action taken.</p>
Park Renovation - Clifton & County Club Pkwy	WBA/Board (5)	<ul style="list-style-type: none"> <li>Status on Punch List (who owns oversight to completion)?</li> <li>Status on slope and pooling water on the north end of Country Club park</li> </ul>
		<p><u>Discussion:</u> Director Daniels noted that the pooling is still an issue and some of the plants are dying.</p> <p>Mr. Cox noted they will take a look at this area.</p> <p>Mr. Waldron noted that the plants within the new park are under warranty from AJI and the ones outside the park are covered by Cox, and the Board should notify Ms. Borisov of any plant material to be replaced under warranty.</p> <p>No. action taken.</p>
Update on Tree Planting Project	Cox (2)	<ul style="list-style-type: none"> <li>Who is the PM for this project?</li> <li>62 dead tree removal costs. Mr. Howey recommends removing these and continuing with Planting plan</li> </ul>

		<p><u>Discussion:</u> Director Shadwell asked for an update on the status of the Tree Planting Project and who is in charge of the project.</p> <p>Mr. Cox noted that Cox is working with Mr. Howey on implantation of the tree planting plan. Mr. Cox noted that he has ordered the trees. The planting will be in the next 2-4 weeks. Trees will be staged at the clubhouse. Cox will work with Mr. Howey throughout the planting process.</p> <p>Mr. Maness noted that the first load of trees is expected to be delivered on September 8<sup>th</sup>.</p> <p>Mr. Cox noted that the District has been making a big effort on tree replacement for the last 5-7 years.</p> <p>No action taken.</p>
Discuss Oversight/Project Management of Capital Project	Director Shadwell (5)	
		<p><u>Discussion:</u> Director Shadwell inquired about oversight of capital projects, noting that there should be one person managing projects that is identified.</p> <p>No action taken.</p>
<b>New Action Items Discussed</b>		<ul style="list-style-type: none"> <li>- Ms. Borisov will schedule a meeting with Ms. Hendricksen and Director Daniels to discuss the entryway project.</li> <li>- Ms. Borisov will work with the landscape committee on addressing dead plant material.</li> <li>- Director Shadwell requested Ms. Borisov send an email to the community letting them know the status of the tree project. Director Shadwell and Director O’Neil will review the email.</li> </ul>

11. Landscape Maintenance (7 minutes)	Speaker (mins)	Notes/Minutes
Landscape Maintenance Report	Cox (5)	Discuss any questions the board might have
		<p><u>Discussion:</u> Mr. Cox reviewed the Landscape Maintenance Report with the Board.</p> <p>Director O’Neill noted that the trees around the neighborhood used to have mulch around the base but now have a yellow circle of dead grass around the bottom.</p> <p>Mr. Cox noted that they are currently working on mulching the tree rings around the District.</p> <p>Director Daniels stated that there are dead shrubs in the medians.</p>

		<p>Mr. Cox noted that those are supposed to be removed, but identifying the area for replacement has been challenging.</p> <p>The Board engaged in general discussion regarding when to remove and replace shrubs in the medians.</p> <p>No action taken.</p>
Discuss, Review and Approve Work Orders/Proposal	Board (2)	
Cox Landscape Proposal No. 1252		<p><u>Discussion:</u> Ms. Borisov reviewed proposal number 1252 from Cox Landscaping for Smoky Hill Entrance Revamp in the amount of \$2,300 with the Board, noting that this is for new urns at the entrance and there will be a credit for the smaller urns that will be returned.</p> <p>Mr. Waldron noted that Consilium should reimburse the District for the cost of installing the new urns.</p> <p>Ms. Borisov noted that Mr. Cox will provide a cost for installation of the original and new urns to the Board.</p>
Cox Landscape Proposal No. 1253		<u>Discussion:</u> Deferred.
<b>Votes</b>	Yes/No/Abstain	<p><b>Topic – Cox Landscaping Proposal No. 1252 -</b></p> <p>Director McGoff – Y</p> <p>Director O’Neill – Y</p> <p>Director Shadwell – Y</p> <p>Director Daniels – Y</p> <p>Following discussion, upon a motion duly made and seconded, the Board approved proposal No. 1252 less the installation cost or reimbursement for installation costs from Consilium Design.</p>
<b>New Action Items Discussed</b>		<ul style="list-style-type: none"> <li>Mr. Cox, Ms. Borisov, and the Landscape Committee are going to work on a shrub replacement plan for the community.</li> <li>Ms. Borisov and the Landscape Committee will discuss the Urn installation cost reimbursement with Consilium Design.</li> </ul>

12. Facilities Management/District Operations Report (19 minutes)	Speaker (mins)	Notes/Minutes
Review Proposal for Solar Lights at Mailboxes	Summit (5)	
		<u>Discussion:</u> Ms. Borisov reviewed the solar light proposals with the Board.

1336.0008: 1060475

\*Regular and Special Meeting Agendas will be posted to the District’s website at [www.highplainsmetro.org](http://www.highplainsmetro.org)

		<p>Director McGoff stated that he was under the impression that these were fixed to the mailbox kiosks and not separate poles.</p> <p>Following discussion, the Board determined they do not want any additional poles installed.</p>
Review Mapping and Proposal for Additional Pet Waste Stations	Summit (5)	New Park, beyond
		<p><u>Discussion:</u> Ms. Borisov reviewed the locations and proposals for additional pet waste stations with the Board.</p> <p>Director McGoff noted that the larger pet waste stations are preferred and Director O'Neill identified an additional location to add a pet waste station.</p>
Discuss Board Email Options	Summit (5)	
		<p><u>Discussion:</u> Ms. Borisov noted that she provided the Board with additional email options.</p> <p>Director Shadwell stated that we need a new option.</p> <p>Deferred.</p>
Median walkway gaps	Summit (2)	Update on who owns, next steps
		<p>Director McGoff noted that there are 1" – 2" gaps where the medians abut.</p> <p>Ms. Borisov noted that she is working on obtaining proposals from concrete vendors and will keep working on this.</p> <p>No action taken.</p>
Other Facilities Management not covered above	Summit (2)	- Shredding and dumpster events?
		<p><u>Discussion:</u> Director Shadwell inquired about the green sign at the entrance to the community.</p> <p>Mr. Waldron noted that the Board is required to identify a physical posting location for regular and special meeting notices so if for some reason the online posting is not an option the Board can notify residents of upcoming meetings and that is what the green sign is used for.</p> <p>Ms. Borisov informed the Board that the shredding and dumpster project are going to the Social Committee for handling.</p> <p>Ms. Borisov reviewed the proposals from playground inspections from Playground Safety Solutions with the Board.</p> <p>Mr. Waldron noted that the District currently has a contract with Playground Safety Solutions, but</p>

		<p>inspections have stopped and he recommends that the playground inspections be completed and a report included for Board review.</p> <p>Director McGoff stated that we need to get inspections done.</p>
<b>Votes</b>	Yes/No/Abstain	<p><b>Topic - Review Mapping and Proposal for Additional Pet Waste Stations</b></p> <p>Director McGoff – Y  Director O’Neill – Y  Director Shadwell – Y  Director Daniels – Y</p> <p>Following discussion, upon a motion duly made and seconded, the Board approved five additional pet waste stations at locations to be identified by the Landscape Committee.</p>
<b>Votes</b>	Yes/No/Abstain	<p><b>Topic – Playground Inspections with Playground Safety Solutions, LLC</b></p> <p>Director McGoff – Y  Director O’Neill – Y  Director Shadwell – Y  Director Daniels – Y</p> <p>Following discussion, upon a motion duly made and seconded, the Board approved quarterly playground inspections with Playground Safety Solutions, LLC.</p>
<b>New Action Items Discussed</b>		<ul style="list-style-type: none"> <li>· Ms. Borisov will provide additional email options to the board.</li> <li>· Ms. Borisov will walk the property with the Landscape Committee to identify locations of pet waste stations.</li> <li>· Ms. Borisov will provide the proposals for solar lights at mailbox kiosks to the Safety/Security Committee for review.</li> <li>· Ms. Borisov will send Director McGoff a list of vendors she sent requests for proposals to for the median gaps.</li> <li>·</li> </ul>

<b>13. Director Items/Other Business (53 minutes)</b>	<b>Speaker (mins)</b>	<b>Notes/Minutes</b>
SARIA	Director McGoff (0)	No updates

		<u>Discussion:</u> Director McGoff informed the Board that the next SARIA Board meeting is scheduled for Friday.
WPRA Meeting Updates – assignment of new board member	Board (2)	
		<u>Discussion:</u> No update.
Board Emails from Residents	Board (2)	
		<u>Discussion:</u> Director O’Neill noted that she is working on one resident email, no additional updates.
Approve Resolution Establishing a Social Committee	Board (5)	
		<u>Discussion:</u> Director O’Neill reviewed the Resolution Establishing a Social Committee with the Board.
Approve Resolution Establishing an Advisory Committee		
		<u>Discussion:</u> The Board reviewed the Resolution Establishing an Advisory Committee.
Approve Resolution Establishing a Website Committee		
		<u>Discussion:</u> The Board reviewed the Resolution Establishing a Website Committee.  Mr. Waldron inquired who the Board would like to appoint as the District Representative.  Director Daniels noted that Ms. Borisov the District Manager should be the District Representative.
Approve Resolution Establishing a Landscape Committee		
		<u>Discussion:</u> The Board reviewed the Resolution Establishing a Landscape Committee.  Mr. Waldron inquired who the Board would like to appoint as the District Representative.  Director Daniels noted that Ms. Borisov the District Manager should be the District Representative.
Approve Resolution Establishing a Safety Committee		
		<u>Discussion:</u> The Board reviewed the Resolution Establishing a Safety Committee.
Approve Resolution Establishing a DRC Committee		
		<u>Discussion:</u> Director McGoff noted that a DRC Committee will be established once the Amended and Restated Design Guidelines are ready.  No action taken.
Discuss and Consider Appointments to Committees	Board (5)	

1336.0008: 1060475

\*Regular and Special Meeting Agendas will be posted to the District’s website at [www.highplainsmetro.org](http://www.highplainsmetro.org)



		<u>Discussion:</u> Mr. Waldron informed the Board that committee members need to be approved by the Board.
Discuss Letters of Interest and Board Appointment	Board (5)	
		<u>Discussion:</u> Deferred.
SDA Annual Conference	Board (2)	
		<u>Discussion:</u> Deferred.
Milling - top coating for rest of Blackstone	Director McGoff (2)	
		<u>Discussion:</u> Director McGoff informed the Board that he has discussed the project with the City and will provide an update to Ms. Borisov to send to the community.  No action taken.
Landscaping Variance database	Board (5)	Board to discuss this technology
		<u>Discussion:</u> Deferred.
Vendor RFP process (Requirements definition, selection criteria, communications process)	Board (5)	Next Steps, vendors, process for defining Decision Making Criteria
		<u>Discussion:</u> Deferred.
Discussion on who has access and process for utilizing District's retained Attorney	Board (5)	
		<u>Discussion:</u> Deferred.
Public Comment discussion (when, during votes, efficient approach)	Board (5)	<ul style="list-style-type: none"> <li>· When, during votes, efficient approach</li> <li>· Handling of 'Raised hands in Chat'</li> <li>· Muting/Unmuting during Zoom usage</li> </ul>
		<u>Discussion:</u> Deferred.
Process/timeline drafted to set expectations on Meeting Agenda topics, Meeting Minutes, Review/Approval by Board members	Board (5)	Who should own defining this, review next meeting?
		<u>Discussion:</u> Deferred.
Roles & Responsibility discussion for District Board Members	Board (5)	Approach on how to define titles and R&R
		<u>Discussion:</u> Deferred.
Social Media Presence for District	Board (5)	2 <sup>nd</sup> most important topic from Community survey
		<u>Discussion:</u> Deferred.
<b>Votes</b>	Yes/No/Abstain	<b>Topic - Resolution Establishing a Social Committee</b> Director McGoff – Y Director O'Neill – Y

1336.0008: 1060475

\*Regular and Special Meeting Agendas will be posted to the District's website at [www.highplainsmetro.org](http://www.highplainsmetro.org)

		<p>Director Shadwell – Y Director Daniels – Y</p> <p>Following discussion, upon a motion duly made and seconded, the Board approved the resolution.</p>
<b>Votes</b>	Yes/No/Abstain	<p><b>Topic - Resolution Establishing an Advisory Committee</b> Director McGoff – Y Director O’Neill – Y Director Shadwell – Y Director Daniels – Y</p> <p>Following discussion, upon a motion duly made and seconded, the Board approved the resolution.</p>
<b>Votes</b>	Yes/No/Abstain	<p><b>Topic - Resolution Establishing a Website Committee</b> Director McGoff – Y Director O’Neill – Y Director Shadwell – Y Director Daniels – Y</p> <p>Following discussion, upon a motion duly made and seconded, the Board approved the resolution.</p>
<b>Votes</b>	Yes/No/Abstain	<p><b>Topic - Resolution Establishing a Landscape Committee</b> Director McGoff – Y Director O’Neill – Y Director Shadwell – Y Director Daniels – Y</p> <p>Following discussion, upon a motion duly made and seconded, the Board approved the resolution.</p>
<b>Votes</b>	Yes/No/Abstain	<p><b>Topic - Resolution Establishing a Safety Committee</b> Director McGoff – Y Director O’Neill – Y Director Shadwell – Y Director Daniels – Y</p> <p>Following discussion, upon a motion duly made and seconded, the Board approved the resolution.</p>
<b>Votes</b>	Yes/No/Abstain	<p><b>Topic – Appointment to Committees</b> Director McGoff – Y Director O’Neill – Y Director Shadwell – Y Director Daniels – Y</p> <p>Following discussion, upon a motion duly made and seconded, the Board authorized the Board members</p>

		<p>on the respective committees to appoint the committee members of their choosing, with those names to be provided for inclusion in the minutes.</p> <p><b>The following individuals were appointed:</b></p> <p><b>Social Committee</b></p> <p>-</p> <p><b>Advisory Committee</b></p> <p>-</p> <p><b>Website Committee</b></p> <ul style="list-style-type: none"> <li>- Jill Shadwell</li> <li>- Tim Flanagan</li> </ul> <p><b>Landscape Committee</b></p> <ul style="list-style-type: none"> <li>- Carol Hesketh</li> <li>- Peter Rossick</li> </ul> <p><b>Safety Committee</b></p> <ul style="list-style-type: none"> <li>- Maria Elena Daniels</li> <li>- Jill Shadwell</li> <li>- Don Myers</li> <li>- Tim Sylvester</li> <li>- Tim Flanagan</li> <li>- Bob Goldschmidt</li> <li>- Patrick Daniels</li> <li>- Connie Salas</li> <li>- Mike Senich</li> </ul>
--	--	---

14. District Committee Updates (12 minutes)	Speaker (mins)	Notes/Minutes
Advisory Committee	Director McGoff & Director Shadwell (2)	
		<u>Discussion:</u> Deferred.
Social Committee	Director O’Neill (2)	Town Hall status Welcome Letter and Packet status
		<u>Discussion:</u> Deferred.
Website Committee	Director Shadwell (2)	
		<u>Discussion:</u> Deferred.
Landscape Committee	Director Daniels (2)	
		<u>Discussion:</u> Deferred.
Security/Safety Committee	Director Shadwell & Director Daniels (2)	

		<u>Discussion:</u> Deferred.
Design Review Committee (DRC)	Director Daniels & Director McGoff (2)	
		<u>Discussion:</u> Deferred.

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

Member of Public	Notes
Jim Picola (Board candidate)	<p>Mr. Picola stated that he is interested in serving on the Board. Mr. Picola noted that he was a school administrator for 24 years which is good experience and noted his other Board experience.</p> <p>Director McGoff responded that the Board will reach out individually to have a discussion.</p>
Jeannette Shelton	<p>Ms. Shelton commented on changes in landscaping enforcement within the community and that she thinks it is very important when determining these new processes that there should be a start date for the new processes. She noted that previously submitted complaints shouldn't be subject to the new processes</p> <p>Director McGoff responded that if someone has an existing project or something that was approved under the old guidelines it will not be subject to the new guidelines.</p> <p>Ms. Shelton reinforced her statement and explained that she filed a complaint more than a 1 year ago for a violation that was reported and she should not have to follow the new process for her complaint.</p> <p>Ms. Borisov stated this has to do with tree placement by a neighbor</p> <p>Ms. Shelton, stated she doesn't want to be subjected to the DRC committee processes because that committee did not exist when I submitted my complaint.</p> <p>Ms. Borisov responded that the DRC committee will look at resolving the complaint based on the guidelines in place when the complaint was originally filed and any change to the DRC Processes will only apply to complaints filed after adoption.</p>

<b>16. Adjournment</b>	
	<u>Discussion:</u> There being no further business to come before the Board and following discussion and upon motion duly made and seconded, the Board determined to adjourn the meeting.

	<p>The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting</p> <hr/> <p>Secretary for the Meeting</p> <p>The foregoing minutes were approved by the Board of Directors on the 17th day of September, 2020.</p>
--	---

High Plains Metro District Interim Claims 8/14/20 - 9/10/20

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
8/14/2020	RLI	667860	250.00

High Plains Metro District Capital/Large Claims to be Approved Before Payment as of 9/10/20

<u>Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>	<u>Description</u>
8/7/2020	Cox Professional Landscape Services LLC	29144	8,819.21	Retainage for entryway project
8/10/2020	ARCHITERRA GROUP,INC	6778	1,690.46	Park Improvement Project-Prepared irrigation construction admin and misc. construction admin.
9/3/2020	Consilium Design, Inc	29144	2,209.78	Entryway Construction admin landscape designer and architect
9/8/2020	Lennar Colorado	2	500,000.00	Repay development fees
		<b>Total</b>	<b>\$ 512,719.45</b>	

**INDEPENDENT CONTRACTOR AGREEMENT**  
(Playground Inspection and Maintenance Services)

---

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 20<sup>th</sup> day of August, 2020, by and between HIGH PLAINS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and PLAYGROUND SAFETY SOLUTIONS, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

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

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

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

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

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

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

**TERMS AND CONDITIONS**

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



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

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2020. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in Exhibit A. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

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

standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. STATUS REPORT. The Contractor shall provide to the District a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as Exhibit A. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in Exhibit A of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a

reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“**W-9**”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit A-1**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10<sup>th</sup> of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

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

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District’s approved budget. Such payment shall require review and approval of each Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety,

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

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

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

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

#### 11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

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

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting



party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

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

District: High Plains Metropolitan District  
c/o Summit Management & Consulting  
19101 E. Kenyon Ave., #1200  
Denver, Colorado 80237  
Attention: Irene Borisov, Manager  
(303) 459-4919 (phone)  
[irene@sammgt.com](mailto:irene@sammgt.com)

With copy to: WHITE BEAR ANKELE TANAKA & WALDRON  
2154 East Commons Avenue, Suite 2000  
Centennial, Colorado 80122  
Attention: Clint Waldron  
(303) 858-1800 (phone)  
(303) 858-1801 (fax)  
[cwaldron@wbapc.com](mailto:cwaldron@wbapc.com)

Contractor: Playground Safety Solutions, LLC  
9745 East 158 Place  
Brighton, Colorado 80602  
Attention: Tony Jaramillo  
(720) 917-5739 (phone)  
[safetoplay@gmail.com](mailto:safetoplay@gmail.com)

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act

in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

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

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*

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

**DISTRICT:**

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

---

Officer of the District

ATTEST:

---

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

---

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Playground Inspection and Maintenance Services with Playground Safety Solutions, LLC, dated August 20, 2020*



## EXHIBIT A

### SCOPE OF SERVICES/COMPENSATION SCHEDULE

#### **[Insert Scope for Quarterly Inspections]**

Additionally, the Scope of Services shall include general playground inspection, maintenance, and repair services as approved by the District pursuant to written service/work orders executed by an authorized representative of the District and the Contractor.

EXHIBIT A-1  
CONTRACTOR'S COMPLETED W-9



## EXHIBIT B

### INSURANCE REQUIREMENTS

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

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

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

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of**
4. Any other insurance commonly used by contractors for services of the type to be performed

**EXHIBIT B-1**

**CERTIFICATE(S) OF INSURANCE**

**EXHIBIT C**

**CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE**

**HIGH PLAINS METROPOLITAN DISTRICT**

**FINANCIAL STATEMENTS**

**AUGUST 31, 2020**

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

**AUGUST 31, 2020**

	<u>General</u>	<u>Operations Fee</u>	<u>Debt Service - GO Bonds</u>	<u>Debt Service - Revenue</u>	<u>Capital Projects</u>	<u>Capital Projects - Regional Improvement</u>	<u>Total</u>
<b>ASSETS</b>							
1st Bank	\$ 2,359	\$ 176,305	\$ -	\$ -	\$ -	\$ -	\$ 178,664
Colotrust	1,949,134	175,652	3,104,576	12,789	27,516	117	5,269,784
Accounts receivable	-	65,954	-	-	-	-	65,954
Receivable from Century Communities	1,000	-	-	-	-	-	1,000
Receivable from County Treasurer	7,473	-	8,407	-	-	-	15,880
<b>TOTAL ASSETS</b>	<u>\$ 1,959,966</u>	<u>\$ 417,911</u>	<u>\$ 3,112,983</u>	<u>\$ 12,789</u>	<u>\$ 27,516</u>	<u>\$ 117</u>	<u>\$ 5,531,282</u>
<b>LIABILITIES AND FUND BALANCES</b>							
<b>LIABILITIES</b>							
Accounts payable	\$ 16,272	\$ 68,005	\$ -	\$ -	\$ 14,972	\$ -	\$ 99,249
Prepaid assessments	-	69,926	-	-	-	-	69,926
Due to Beacon Point	-	-	-	12,789	-	-	12,789
Due to SARIA	-	-	-	-	-	117	117
Development fees payable	-	-	668,500	-	-	-	668,500
<b>TOTAL LIABILITIES</b>	<u>16,272</u>	<u>137,931</u>	<u>668,500</u>	<u>12,789</u>	<u>14,972</u>	<u>117</u>	<u>850,581</u>
<b>FUND BALANCES</b>							
Fund balances	<u>1,943,694</u>	<u>279,980</u>	<u>2,444,483</u>	<u>-</u>	<u>12,544</u>	<u>-</u>	<u>4,680,701</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$ 1,959,966</u>	<u>\$ 417,911</u>	<u>\$ 3,112,983</u>	<u>\$ 12,789</u>	<u>\$ 27,516</u>	<u>\$ 117</u>	<u>\$ 5,531,282</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 EIGHT MONTHS ENDED AUGUST 31, 2020**

**GENERAL FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
<b>REVENUES</b>				
Property taxes	\$ 1,226,331	\$ 1,216,527	\$ (9,804)	\$ 1,042,018
Specific ownership taxes	76,310	58,662	(17,648)	55,851
Interest income	8,000	4,369	(3,631)	15,660
Other revenue	2,000	-	(2,000)	1,972
<b>TOTAL REVENUES</b>	<u>1,312,641</u>	<u>1,279,558</u>	<u>(33,083)</u>	<u>1,115,501</u>
<b>EXPENDITURES</b>				
Accounting	51,000	28,006	22,994	29,088
Audit	4,950	4,950	-	4,950
County Treasurer's fee	18,395	18,252	143	15,634
Directors' fees	6,000	3,400	2,600	2,800
Director and meeting expense	2,500	1,051	1,449	1,318
Insurance	40,000	27,182	12,818	24,577
Legal	60,000	62,063	(2,063)	42,513
Miscellaneous	2,000	1,235	765	1,956
Payroll taxes	459	298	161	214
Election expense	25,000	39,224	(14,224)	-
Website	1,500	350	1,150	1,588
Contingency	25,196	-	25,196	-
<b>TOTAL EXPENDITURES</b>	<u>237,000</u>	<u>186,011</u>	<u>50,989</u>	<u>124,638</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	1,075,641	1,093,547	17,906	990,863
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers from other funds	-	-	-	6,623
Transfers to other fund	(950,000)	-	950,000	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(950,000)</u>	<u>-</u>	<u>950,000</u>	<u>6,623</u>
<b>NET CHANGE IN FUND BALANCES</b>	125,641	1,093,547	967,906	997,486
<b>FUND BALANCES - BEGINNING</b>	<u>836,818</u>	<u>850,148</u>	<u>13,330</u>	<u>557,267</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 962,459</u>	<u>\$ 1,943,695</u>	<u>\$ 981,236</u>	<u>\$ 1,554,753</u>

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

**OPERATIONS FEE FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
<b>REVENUES</b>				
Interest income	\$ 9,000	\$ 1,534	\$ (7,466)	\$ 3,448
Operations fee (homeowners)	551,100	390,773	(160,327)	406,648
Operations fee (vacant lots)	28,272	28,272	-	47,802
Working capital	80,000	41,000	(39,000)	-
Design review fees	5,000	2,980	(2,020)	3,345
Legal collection fees	6,000	6,653	653	165
Violations and late fees	5,000	-	(5,000)	(1,580)
<b>TOTAL REVENUES</b>	<u>684,372</u>	<u>471,212</u>	<u>(213,160)</u>	<u>459,828</u>
<b>EXPENDITURES</b>				
Legal - collections	6,000	10,027	(4,027)	-
Miscellaneous	-	1,280	(1,280)	-
Community activities	10,000	-	10,000	760
Design review	5,000	5,765	(765)	3,450
Facilities management - contract	38,000	29,605	8,395	27,278
Facilities management - costs	10,000	7,043	2,957	8,036
Flowers	45,000	16,807	28,193	45,145
Irrigation repairs and improvements	40,000	32,135	7,865	33,187
Landscape maintenance - contract	129,085	91,023	38,062	87,774
Landscape improvements	100,000	112,236	(12,236)	40,691
Tree and shrub replacement	100,000	95,510	4,490	19,276
Gas and electric	10,000	4,387	5,613	5,743
Trash removal	103,000	85,207	17,793	67,165
Water - irrigation	125,000	30,647	94,353	2,831
Grounds maintenance	25,000	16,468	8,532	7,966
Holiday lighting	20,000	2,112	17,888	200
Lighting	10,000	3,118	6,882	3,890
Playground inspection and repairs	10,000	-	10,000	-
Snow removal	12,000	170	11,830	5,965
Vandalism	2,000	-	2,000	-
Contingency	8,915	-	8,915	-
<b>TOTAL EXPENDITURES</b>	<u>809,000</u>	<u>543,540</u>	<u>265,460</u>	<u>359,357</u>
<b>NET CHANGE IN FUND BALANCES</b>	(124,628)	(72,328)	52,300	100,471
<b>FUND BALANCES - BEGINNING</b>	<u>310,176</u>	<u>352,308</u>	<u>42,132</u>	<u>353,600</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 185,548</u>	<u>\$ 279,980</u>	<u>\$ 94,432</u>	<u>\$ 454,071</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 EIGHT MONTHS ENDED AUGUST 31, 2020**

**DEBT SERVICE - GO BONDS FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
<b>REVENUES</b>				
Property taxes	\$ 1,430,719	\$ 1,419,284	\$ (11,435)	\$ 1,215,169
Specific ownership taxes	85,843	66,592	(19,251)	62,845
Interest income	24,000	10,117	(13,883)	36,863
<b>TOTAL REVENUES</b>	<u>1,540,562</u>	<u>1,495,993</u>	<u>(44,569)</u>	<u>1,314,877</u>
<b>EXPENDITURES</b>				
County Treasurer's fee	21,461	21,294	167	18,231
Paying agent fees	450	450	-	450
Bond interest - Series 2017	1,121,925	560,963	560,962	561,663
Bond principal - Series 2017	175,000	-	175,000	-
Contingency	3,164	-	3,164	-
<b>TOTAL EXPENDITURES</b>	<u>1,322,000</u>	<u>582,707</u>	<u>739,293</u>	<u>580,344</u>
<b>NET CHANGE IN FUND BALANCES</b>	218,562	913,286	694,724	734,533
<b>FUND BALANCES - BEGINNING</b>	<u>1,527,818</u>	<u>1,531,197</u>	<u>3,379</u>	<u>1,360,847</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 1,746,380</u>	<u>\$ 2,444,483</u>	<u>\$ 698,103</u>	<u>\$ 2,095,380</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 EIGHT MONTHS ENDED AUGUST 31, 2020**

**DEBT SERVICE - REVENUE FUND**

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

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

**CAPITAL PROJECTS FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
<b>REVENUES</b>				
Interest income	\$ 4,500	\$ 5,438	\$ 938	\$ 17,811
Other revenue	-	-	-	6,513
<b>TOTAL REVENUES</b>	<u>4,500</u>	<u>5,438</u>	<u>938</u>	<u>24,324</u>
<b>EXPENDITURES</b>				
Legal	-	-	-	6,506
Monumentation	320,000	284,508	35,492	64,932
Park Improvements	1,315,000	1,022,917	292,083	71,698
Entryways	400,000	134,819	265,181	-
Medians	250,000	-	250,000	-
<b>TOTAL EXPENDITURES</b>	<u>2,285,000</u>	<u>1,442,244</u>	<u>842,756</u>	<u>143,136</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(2,280,500)	(1,436,806)	843,694	(118,812)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers from other funds	950,000	-	(950,000)	145,419
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>950,000</u>	<u>-</u>	<u>(950,000)</u>	<u>145,419</u>
<b>NET CHANGE IN FUND BALANCES</b>	(1,330,500)	(1,436,806)	(106,306)	26,607
<b>FUND BALANCES - BEGINNING</b>	<u>1,699,854</u>	<u>1,449,350</u>	<u>(250,504)</u>	<u>1,048,428</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 369,354</u>	<u>\$ 12,544</u>	<u>\$ (356,810)</u>	<u>\$ 1,075,035</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 EIGHT MONTHS ENDED AUGUST 31, 2020**

**CAPITAL PROJECTS - REGIONAL IMPROVEMENT FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
<b>REVENUES</b>				
Property taxes - Regional mill levy	\$ 45,497	\$ 45,133	\$ (364)	\$ 38,372
Interest income	-	-	-	1
<b>TOTAL REVENUES</b>	<u>45,497</u>	<u>45,133</u>	<u>(364)</u>	<u>38,373</u>
<b>EXPENDITURES</b>				
County Treasurer's fee	682	677	5	576
Regional mill levy - Payment to SARIA	44,560	44,456	104	37,724
<b>TOTAL EXPENDITURES</b>	<u>45,242</u>	<u>45,133</u>	<u>109</u>	<u>38,300</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	255	-	(255)	73
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers to other fund	-	-	-	152,042
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(152,042)</u>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES</b>	255	-	(255)	(151,969)
<b>FUND BALANCES - BEGINNING</b>	<u>(255)</u>	<u>-</u>	<u>255</u>	<u>152,041</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 72</u>

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

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

**Services Provided**

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for Arapahoe County on November 27, 2002, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District operates under an Amended and Restated Consolidated Service Plan approved on March 10, 2006.

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

As of December 31, 2015, the District had remaining voted debt authorization of approximately \$1,981,510,000. The District has not budgeted to issue any new debt during 2020. Per the District's Service Plan, the District cannot issue debt in excess of \$100,000,000.

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

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

**Revenues**

**Property Taxes**

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

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

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

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

**Revenues (continued)**

**Aurora Regional Improvements Mill Levy**

Pursuant to the Service Plan, which is dated August 6, 2004, the District is required to impose a 1.000 mill levy for payment of the planning, designing, permitting, construction, acquisition and financing of the regional improvements described in the ARI Master Plan. The ARI Master Plan is one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time. The District is a participant in the Aurora Regional Improvement Authority No 1. Revenues collected and held under the ARI mill levy will be held in a segregated account for the benefit of the Authority.

**Specific Ownership Taxes**

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

**Operations Fee**

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

**Interest Income**

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

**Expenditures**

**General, Administrative, and Operations Expenditures**

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

**Debt Service**

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

See related notes below under Debt and Leases.

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

**Debt and Leases**

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

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

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

The District has no operating or capital leases.

**Reserves**

**Emergency Reserves**

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

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

<b>Bonds and Interest Maturing in the Year Ending December 31,</b>	<b>\$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</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2020	\$ 175,000	\$ 1,121,925	\$ 1,296,925
2021	300,000	1,114,925	1,414,925
2022	420,000	1,102,925	1,522,925
2023	450,000	1,086,125	1,536,125
2024	500,000	1,068,125	1,568,125
2025	520,000	1,048,125	1,568,125
2026	565,000	1,035,775	1,600,775
2027	595,000	1,007,525	1,602,525
2028	655,000	977,775	1,632,775
2029	685,000	945,025	1,630,025
2030	755,000	910,775	1,665,775
2031	780,000	886,237	1,666,237
2032	835,000	860,888	1,695,888
2033	865,000	833,750	1,698,750
2034	940,000	790,500	1,730,500
2035	990,000	743,500	1,733,500
2036	1,070,000	694,000	1,764,000
2037	1,115,000	651,200	1,766,200
2038	1,195,000	606,600	1,801,600
2039	1,245,000	558,800	1,803,800
2040	1,330,000	509,000	1,839,000
2041	1,380,000	455,800	1,835,800
2042	1,475,000	400,600	1,875,600
2043	1,535,000	341,600	1,876,600
2044	1,630,000	280,200	1,910,200
2045	1,695,000	215,000	1,910,000
2046	1,805,000	147,200	1,952,200
2047	1,875,000	75,000	1,950,000
	<b>\$ 27,380,000</b>	<b>\$ 20,468,900</b>	<b>\$ 47,848,900</b>

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**  
**August 31, 2020**  
Updated as of September 10, 2020

	<u>General Fund</u>	<u>Special Revnue Fee Fund</u>	<u>Debt Service Fund GO Bonds</u>	<u>Debt Service Fund Revenue</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Regional Imprvmt</u>	<u>Total</u>
<b><u>1st Bank - Checking</u></b>							
Balance as of 8/31/20	\$ 2,358.85	\$ 176,305.30	\$ -	\$ -	\$ -	\$ -	\$ 178,664.15
Subsequent activity:							
<i>Anticipated Bill.com Payment</i>	(16,271.70)	(80,023.70)	(500,000.00)	-	(14,971.89)	-	(611,267.29)
<i>Anticipated Transfer From Colotrust</i>	20,028.11	-	500,000.00	-	14,971.89	-	535,000.00
<i>Anticipated Balance</i>	<u>6,115.26</u>	<u>96,281.60</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>102,396.86</u>
<b><u>Colotrust - Savings Account</u></b>							
Balance as of 8/31/20	\$ 1,949,134.02	\$ 175,652.04	\$ 3,104,576.33	\$ 12,788.76	\$ 27,515.86	\$ 117.43	\$ 5,269,784.44
Subsequent activity:							
09/10/20 - Property tax deposit (August)	7,472.74	-	8,406.67	-	-	0.29	15,879.70
Surplus fund	-	-	(1,000,000.00)	-	-	-	(1,000,000.00)
Development fees payable	-	-	(168,500.00)	-	-	-	(168,500.00)
<i>Anticipated Transfer to Checking</i>	(20,028.11)	-	(500,000.00)	-	(14,971.89)	-	(535,000.00)
<i>Anticipated Balance</i>	<u>1,936,578.65</u>	<u>175,652.04</u>	<u>1,444,483.00</u>	<u>12,788.76</u>	<u>12,543.97</u>	<u>117.72</u>	<u>3,582,164.14</u>
<i>Total by fund</i>	<u>\$ 1,942,693.91</u>	<u>\$ 271,933.64</u>	<u>\$ 1,444,483.00</u>	<u>\$ 12,788.76</u>	<u>\$ 12,543.97</u>	<u>\$ 117.72</u>	<u>\$ 3,684,561.00</u>

**Yield Information:**

Colotrust Prime (August 2020) - .11%

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

**HIGH PLAINS METROPOLITAN DISTRICT**  
**Property Taxes Reconciliation**  
**2020**

	Current Year								Prior Year			
	Property Taxes	Delinquent Taxes, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	YTD
January	\$ 14,011.59	\$ -	\$ 16,083.83	\$ -	\$ (210.17)	\$ -	\$ 29,885.25	0.52%	0.52%	\$ 25,127.24	0.47%	0.47%
February	1,107,361.06	-	16,812.66	-	(16,610.42)	-	1,107,563.30	40.97%	41.49%	938,091.22	40.46%	40.93%
March	113,843.99	-	14,825.42	41.65	(1,708.28)	-	127,002.78	4.21%	45.71%	99,548.78	3.78%	44.71%
April	359,124.00	-	9,834.50	66.73	(5,387.86)	-	363,637.37	13.29%	58.99%	352,279.29	14.98%	59.69%
May	73,151.88	-	13,500.24	106.11	(1,098.87)	-	85,659.36	2.71%	61.70%	67,579.32	2.34%	62.03%
June	1,006,349.01	-	17,565.14	139.99	(15,097.34)	-	1,008,956.80	37.24%	98.94%	854,116.31	36.87%	98.90%
July	7,084.90	-	20,770.54	212.20	(109.46)	-	27,958.18	0.26%	99.20%	22,349.10	0.36%	99.26%
August	17.46	-	15,861.99	0.52	(0.27)	-	15,879.70	0.00%	99.20%	21,175.59	0.19%	99.45%
September	-	-	-	-	-	-	-	0.00%	99.20%	-	-1.34%	98.11%
October	-	-	-	-	-	-	-	0.00%	99.20%	74.27	0.11%	98.22%
November	-	-	-	-	-	-	-	0.00%	99.20%	17,438.78	0.00%	98.22%
December	-	-	-	-	-	-	-	0.00%	99.20%	15,112.88	0.00%	98.22%
	<b>\$ 2,680,943.89</b>	<b>\$ -</b>	<b>\$ 125,254.32</b>	<b>\$ 567.20</b>	<b>\$ (40,222.67)</b>	<b>\$ -</b>	<b>\$ 2,766,542.74</b>	<b>99.20%</b>	<b>99.20%</b>	<b>\$ 2,412,892.78</b>	<b>98.22%</b>	<b>98.22%</b>

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

**Property Tax**

General Fund	\$ 1,226,331.00	45.38%	\$ 1,216,526.77	99.20%
Debt Service Fund	1,430,719.00	52.94%	1,419,283.79	99.20%
Regional	45,497.00	1.68%	45,133.33	99.20%
	<b>\$ 2,702,547.00</b>	<b>100.00%</b>	<b>\$ 2,680,943.89</b>	

**Specific Ownership Tax**

General Fund	\$ 76,310.00	47.06%	\$ 58,662.01	76.87%
Debt Service Fund	85,843.00	52.94%	66,592.31	77.57%
	<b>\$ 162,153.00</b>	<b>100.00%</b>	<b>\$ 125,254.32</b>	

**Treasurer's Fees**

General Fund	\$ 18,395.00	45.38%	\$ 18,251.75	99.22%
Debt Service Fund	21,461.00	52.94%	21,293.78	99.22%
Regional	682.00	1.68%	677.14	99.29%
	<b>\$ 40,538.00</b>	<b>100.00%</b>	<b>\$ 40,222.67</b>	

Due To SARIA 2019	\$ (392.41)
Pledged Ptax Collected	44,456.19
Payments to SARIA	43,946.06
<b>Due To SARIA</b>	<b>\$ 117.72</b>

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**

**ANNUAL BUDGET**

**FOR THE YEAR ENDING DECEMBER 31, 2021**

**HIGH PLAINS METROPOLITAN DISTRICT  
SUMMARY  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

9/11/20

	ACTUAL 2019	BUDGET 2020	ACTUAL 7/31/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCES	\$ 3,472,183	\$ 4,374,411	\$ 4,183,003	\$ 4,183,003	\$ 3,374,987
REVENUES					
Property taxes	2,267,263	2,702,547	2,680,927	2,702,547	2,814,501
Specific ownership taxes	180,963	162,153	109,392	162,153	197,015
Interest income	103,977	45,500	20,951	26,000	16,500
Operations fee (homeowners)	478,111	551,100	389,030	575,000	600,000
Operations fee (vacant lots)	60,264	28,272	28,551	48,000	30,000
Working capital	58,500	80,000	31,500	54,000	60,000
Design review fees	3,535	5,000	2,810	4,800	5,000
Legal collection fees	6,793	6,000	4,378	6,000	6,000
Violations and late fees	-	5,000	1,270	2,500	5,000
Other revenue	8,485	2,000	-	-	2,000
Total revenues	<u>3,167,891</u>	<u>3,587,572</u>	<u>3,268,809</u>	<u>3,581,000</u>	<u>3,736,016</u>
TRANSFERS IN	<u>852,042</u>	<u>950,000</u>	<u>-</u>	<u>950,000</u>	<u>1,200,000</u>
Total funds available	<u>7,492,116</u>	<u>8,911,983</u>	<u>7,451,812</u>	<u>8,714,003</u>	<u>8,311,003</u>
EXPENDITURES					
General Fund	153,884	237,000	172,914	223,238	215,000
Debt Service Fund	1,176,767	1,322,000	582,707	1,318,836	1,440,000
Capital Projects Fund	474,580	2,285,000	1,415,184	2,055,850	1,201,500
Operations Fee Fund	613,940	809,000	467,091	745,595	830,000
Capital Projects Fund - Regional Improvement Fund	37,900	45,242	45,133	45,497	47,382
Total expenditures	<u>2,457,071</u>	<u>4,698,242</u>	<u>2,683,029</u>	<u>4,389,016</u>	<u>3,733,882</u>
TRANSFERS OUT	<u>852,042</u>	<u>950,000</u>	<u>-</u>	<u>950,000</u>	<u>1,200,000</u>
Total expenditures and transfers out requiring appropriation	<u>3,309,113</u>	<u>5,648,242</u>	<u>2,683,029</u>	<u>5,339,016</u>	<u>4,933,882</u>
ENDING FUND BALANCES	<u>\$ 4,183,003</u>	<u>\$ 3,263,741</u>	<u>\$ 4,768,783</u>	<u>\$ 3,374,987</u>	<u>\$ 3,377,121</u>
EMERGENCY RESERVE	\$ 52,600	\$ 60,000	\$ 52,000	\$ 60,100	\$ 62,600
AVAILABLE FOR OPERATIONS	815,948	923,059	1,910,943	945,751	905,399
SERIES 2017 SURPLUS FUND	1,042,125	1,042,125	1,042,125	1,042,125	1,042,125
CAPITAL PROJECTS RESERVE	250,000	350,000	350,000	350,000	350,000
TOTAL RESERVE	<u>\$ 2,160,673</u>	<u>\$ 2,375,184</u>	<u>\$ 3,355,068</u>	<u>\$ 2,397,976</u>	<u>\$ 2,360,124</u>

No assurance provided. See summary of significant assumptions.

**HIGH PLAINS METROPOLITAN DISTRICT  
PROPERTY TAX SUMMARY INFORMATION  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

9/11/20

	ACTUAL 2019	BUDGET 2020	ACTUAL 7/31/2020	ESTIMATED 2020	BUDGET 2021
<b>ASSESSED VALUATION</b>					
Residential	\$ 27,725,282	\$ 34,657,743	\$ 34,657,743	\$ 34,657,743	\$ 37,701,453
Commercial	1,852,338	1,828,612	1,828,612	1,828,612	1,835,564
State assessed	374,650	194,010	194,010	194,010	194,505
Vacant land	4,965,820	4,197,326	4,197,326	4,197,326	2,839,541
Certified Assessed Value	<u>\$ 34,918,090</u>	<u>\$ 40,877,691</u>	<u>\$ 40,877,691</u>	<u>\$ 40,877,691</u>	<u>\$ 42,571,063</u>
<b>MILL LEVY</b>					
General	30.000	30.000	30.000	30.000	30.000
Debt Service	35.000	35.000	35.000	35.000	35.000
Capital Projects - Regional Improvement	1.105	1.113	1.113	1.113	1.113
Total mill levy	<u>66.105</u>	<u>66.113</u>	<u>66.113</u>	<u>66.113</u>	<u>66.113</u>
<b>PROPERTY TAXES</b>					
General	\$ 1,047,543	\$ 1,226,331	\$ 1,226,331	\$ 1,226,331	\$ 1,277,132
Debt Service	1,222,133	1,430,719	1,430,719	1,430,719	1,489,987
Capital Projects - Regional Improvement	38,584	45,497	45,497	45,497	47,382
Levied property taxes	<u>2,308,260</u>	<u>2,702,547</u>	<u>2,702,547</u>	<u>2,702,547</u>	<u>2,814,500</u>
Adjustments to actual/rounding	(8,506)	-	(21,620)	-	-
Refunds and abatements	(32,490)	-	-	-	-
Budgeted property taxes	<u>\$ 2,267,264</u>	<u>\$ 2,702,547</u>	<u>\$ 2,680,927</u>	<u>\$ 2,702,547</u>	<u>\$ 2,814,500</u>
<b>BUDGETED PROPERTY TAXES</b>					
General	<b>\$ 1,029,176</b>	<b>\$ 1,226,331</b>	<b>\$ 1,216,519</b>	<b>\$ 1,226,331</b>	<b>\$ 1,277,132</b>
Debt Service	<b>1,200,187</b>	<b>1,430,719</b>	<b>1,419,275</b>	<b>1,430,719</b>	<b>1,489,987</b>
Capital Projects - Regional Improvement	<b>37,900</b>	<b>45,497</b>	<b>45,133</b>	<b>45,497</b>	<b>47,382</b>
<b>Budgeted property taxes</b>	<b><u>\$ 2,267,263</u></b>	<b><u>\$ 2,702,547</u></b>	<b><u>\$ 2,680,927</u></b>	<b><u>\$ 2,702,547</u></b>	<b><u>\$ 2,814,501</u></b>

No assurance provided. See summary of significant assumptions.

**HIGH PLAINS METROPOLITAN DISTRICT  
GENERAL FUND  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

9/11/20

	ACTUAL 2019	BUDGET 2020	ACTUAL 7/31/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ 557,267	\$ 836,818	\$ 850,148	\$ 850,148	\$ 985,051
REVENUES					
Property taxes	1,029,176	1,226,331	1,216,519	1,226,331	1,277,132
Specific ownership taxes	85,150	76,310	51,197	76,310	92,716
Interest income	23,844	8,000	4,193	5,500	4,800
Other revenue	1,972	2,000	-	-	2,000
Total revenues	<u>1,140,142</u>	<u>1,312,641</u>	<u>1,271,909</u>	<u>1,308,141</u>	<u>1,376,648</u>
TRANSFERS IN					
Transfers from other funds	<u>6,623</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>1,704,032</u>	<u>2,149,459</u>	<u>2,122,057</u>	<u>2,158,289</u>	<u>2,361,699</u>
EXPENDITURES					
General and administrative					
Accounting	38,058	51,000	28,006	50,000	52,000
Audit	4,950	4,950	-	4,950	4,950
County Treasurer's fee	15,429	18,395	18,252	18,395	19,157
Directors' fees	3,700	6,000	3,200	4,400	2,800
Director and meeting expense	1,994	2,500	1,051	2,000	2,500
Election expense	-	25,000	39,224	39,224	-
Insurance	24,577	40,000	26,932	26,932	35,000
Legal	60,200	60,000	54,423	75,000	70,000
Engineering	953	-	-	-	-
Miscellaneous	2,040	2,000	1,193	1,500	2,000
Payroll taxes	245	459	283	337	214
Website	1,738	1,500	350	500	1,500
Contingency	-	25,196	-	-	24,879
Total expenditures	<u>153,884</u>	<u>237,000</u>	<u>172,914</u>	<u>223,238</u>	<u>215,000</u>
TRANSFERS OUT					
Transfers to other fund	<u>700,000</u>	<u>950,000</u>	<u>-</u>	<u>950,000</u>	<u>1,200,000</u>
Total expenditures and transfers out requiring appropriation	<u>853,884</u>	<u>1,187,000</u>	<u>172,914</u>	<u>1,173,238</u>	<u>1,415,000</u>
ENDING FUND BALANCE	<u>\$ 850,148</u>	<u>\$ 962,459</u>	<u>\$ 1,949,143</u>	<u>\$ 985,051</u>	<u>\$ 946,699</u>
EMERGENCY RESERVE	\$ 34,200	\$ 39,400	\$ 38,200	\$ 39,300	\$ 41,300
AVAILABLE FOR OPERATIONS	815,948	923,059	1,910,943	945,751	905,399
TOTAL RESERVE	<u>\$ 850,148</u>	<u>\$ 962,459</u>	<u>\$ 1,949,143</u>	<u>\$ 985,051</u>	<u>\$ 946,699</u>

No assurance provided. See summary of significant assumptions.

**HIGH PLAINS METROPOLITAN DISTRICT  
OPERATIONS FEE FUND  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

9/11/20

	ACTUAL 2019	BUDGET 2020	ACTUAL 7/31/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ 353,600	\$ 310,176	\$ 352,308	\$ 352,308	\$ 299,013
REVENUES					
Interest income	5,445	9,000	1,504	2,000	1,200
Operations fee (homeowners)	478,111	551,100	389,030	575,000	600,000
Operations fee (vacant lots)	60,264	28,272	28,551	48,000	30,000
Working capital	58,500	80,000	31,500	54,000	60,000
Design review fees	3,535	5,000	2,810	4,800	5,000
Legal collection fees	6,793	6,000	4,378	6,000	6,000
Violations and late fees	-	5,000	1,270	2,500	5,000
Total revenues	<u>612,648</u>	<u>684,372</u>	<u>459,043</u>	<u>692,300</u>	<u>707,200</u>
Total funds available	<u>966,248</u>	<u>994,548</u>	<u>811,351</u>	<u>1,044,608</u>	<u>1,006,213</u>
EXPENDITURES					
Operations and maintenance					
Community activities	-	10,000	-	5,000	10,000
Contingency	-	8,915	-	-	7,915
Design review	5,630	5,000	4,940	6,500	5,000
Facilities management - contract	41,596	38,000	25,815	38,000	38,000
Facilities management - costs	11,528	10,000	5,458	10,000	10,000
Legal - collections	-	6,000	7,650	13,000	6,000
Miscellaneous	-	-	600	1,000	2,000
Landscape maintenance					
Flowers	45,145	45,000	16,432	30,000	45,000
Irrigation repairs and improvements	46,944	40,000	25,188	45,000	50,000
Landscape improvements	55,974	100,000	107,477	120,000	130,000
Landscape maintenance - contract	127,810	129,085	75,828	129,085	129,085
Tree and shrub replacement	19,276	100,000	95,510	95,510	100,000
Grounds & park maintenance					
Grounds maintenance	24,173	25,000	14,974	25,000	25,000
Holiday lighting	11,124	20,000	1,902	20,000	20,000
Lighting	13,048	10,000	2,493	4,500	10,000
Playground inspection and repairs	-	10,000	-	5,000	10,000
Snow removal	6,020	12,000	170	10,000	15,000
Vandalism	-	2,000	-	1,000	2,000
Utilities					
Gas and electric	8,703	10,000	3,807	7,000	10,000
Trash removal	107,640	103,000	74,393	120,000	120,000
Water - irrigation	89,329	125,000	4,454	60,000	85,000
Total expenditures	<u>613,940</u>	<u>809,000</u>	<u>467,091</u>	<u>745,595</u>	<u>830,000</u>
Total expenditures and transfers out requiring appropriation	<u>613,940</u>	<u>809,000</u>	<u>467,091</u>	<u>745,595</u>	<u>830,000</u>
ENDING FUND BALANCE	<u>\$ 352,308</u>	<u>\$ 185,548</u>	<u>\$ 344,260</u>	<u>\$ 299,013</u>	<u>\$ 176,213</u>
EMERGENCY RESERVE	<u>\$ 18,400</u>	<u>\$ 20,600</u>	<u>\$ 13,800</u>	<u>\$ 20,800</u>	<u>\$ 21,300</u>
TOTAL RESERVE	<u>\$ 18,400</u>	<u>\$ 20,600</u>	<u>\$ 13,800</u>	<u>\$ 20,800</u>	<u>\$ 21,300</u>

No assurance provided. See summary of significant assumptions.

**HIGH PLAINS METROPOLITAN DISTRICT  
DEBT SERVICE FUND  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

9/11/20

	ACTUAL 2019	BUDGET 2020	ACTUAL 7/31/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ 1,360,847	\$ 1,527,818	\$ 1,531,197	\$ 1,531,197	\$ 1,740,923
REVENUES					
Property taxes	1,200,187	1,430,719	1,419,275	1,430,719	1,489,987
Specific ownership taxes	95,813	85,843	58,195	85,843	104,299
Interest income	51,117	24,000	9,839	12,000	9,000
Total revenues	<u>1,347,117</u>	<u>1,540,562</u>	<u>1,487,309</u>	<u>1,528,562</u>	<u>1,603,286</u>
Total funds available	<u>2,707,964</u>	<u>3,068,380</u>	<u>3,018,506</u>	<u>3,059,759</u>	<u>3,344,209</u>
EXPENDITURES					
Debt Service					
Bond interest - Series 2017	1,123,325	1,121,925	560,963	1,121,925	1,114,925
Bond principal - Series 2017	35,000	175,000	-	175,000	300,000
County Treasurer's fee	17,992	21,461	21,294	21,461	22,350
Paying agent fees	450	450	450	450	450
Contingency	-	3,164	-	-	2,275
Total expenditures	<u>1,176,767</u>	<u>1,322,000</u>	<u>582,707</u>	<u>1,318,836</u>	<u>1,440,000</u>
Total expenditures and transfers out requiring appropriation	<u>1,176,767</u>	<u>1,322,000</u>	<u>582,707</u>	<u>1,318,836</u>	<u>1,440,000</u>
ENDING FUND BALANCE	<u>\$ 1,531,197</u>	<u>\$ 1,746,380</u>	<u>\$ 2,435,799</u>	<u>\$ 1,740,923</u>	<u>\$ 1,904,209</u>
SERIES 2017 SURPLUS FUND	<u>\$ 1,042,125</u>	<u>\$ 1,042,125</u>	<u>\$ 1,042,125</u>	<u>\$ 1,042,125</u>	<u>\$ 1,042,125</u>
TOTAL RESERVE	<u>\$ 1,042,125</u>	<u>\$ 1,042,125</u>	<u>\$ 1,042,125</u>	<u>\$ 1,042,125</u>	<u>\$ 1,042,125</u>

No assurance provided. See summary of significant assumptions.



**HIGH PLAINS METROPOLITAN DISTRICT  
CAPITAL PROJECTS FUND  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

9/11/20

	ACTUAL 2019	BUDGET 2020	ACTUAL 7/31/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ 1,048,428	\$ 1,699,854	\$ 1,449,350	\$ 1,449,350	\$ 350,000
REVENUES					
Interest income	23,570	4,500	5,415	6,500	1,500
Other revenue	6,513	-	-	-	-
Total revenues	<u>30,083</u>	<u>4,500</u>	<u>5,415</u>	<u>6,500</u>	<u>1,500</u>
TRANSFERS IN					
Transfers from other funds	<u>845,419</u>	<u>950,000</u>	<u>-</u>	<u>950,000</u>	<u>1,200,000</u>
Total funds available	<u>1,923,930</u>	<u>2,654,354</u>	<u>1,454,765</u>	<u>2,405,850</u>	<u>1,551,500</u>
EXPENDITURES					
Capital Projects					
Repay developer advance	-	-	-	331,500	-
Legal	6,506	-	-	-	-
Entryways	31,131	400,000	122,343	225,000	-
Medians	-	250,000	-	24,350	-
Monumentation	65,132	320,000	272,419	300,000	-
Park Improvements	371,811	1,315,000	1,020,422	1,175,000	-
Capital outlay	-	-	-	-	1,201,500
Total expenditures	<u>474,580</u>	<u>2,285,000</u>	<u>1,415,184</u>	<u>2,055,850</u>	<u>1,201,500</u>
Total expenditures and transfers out requiring appropriation	<u>474,580</u>	<u>2,285,000</u>	<u>1,415,184</u>	<u>2,055,850</u>	<u>1,201,500</u>
ENDING FUND BALANCE	<u>\$ 1,449,350</u>	<u>\$ 369,354</u>	<u>\$ 39,581</u>	<u>\$ 350,000</u>	<u>\$ 350,000</u>
CAPITAL PROJECTS RESERVE	<u>\$ 250,000</u>	<u>\$ 350,000</u>	<u>\$ 350,000</u>	<u>\$ 350,000</u>	<u>\$ 350,000</u>
TOTAL RESERVE	<u>\$ 250,000</u>	<u>\$ 350,000</u>	<u>\$ 350,000</u>	<u>\$ 350,000</u>	<u>\$ 350,000</u>

No assurance provided. See summary of significant assumptions.

**HIGH PLAINS METROPOLITAN DISTRICT  
CAPITAL PROJECTS - REGIONAL IMPROVEMENT FUND  
2021 BUDGET  
WITH 2019 ACTUAL AND 2020 ESTIMATED  
For the Years Ended and Ending December 31,**

9/11/20

	ACTUAL 2019	BUDGET 2020	ACTUAL 7/31/2020	ESTIMATED 2020	BUDGET 2021
BEGINNING FUND BALANCE	\$ 152,041	\$ (255)	\$ -	\$ -	\$ -
REVENUES					
Property taxes - Regional mill levy	37,900	45,497	45,133	45,497	47,382
Interest income	1	-	-	-	-
Total revenues	<u>37,901</u>	<u>45,497</u>	<u>45,133</u>	<u>45,497</u>	<u>47,382</u>
Total funds available	<u>189,942</u>	<u>45,242</u>	<u>45,133</u>	<u>45,497</u>	<u>47,382</u>
EXPENDITURES					
Capital Projects					
County Treasurer fees - Regional mill levy	568	682	677	682	711
Regional mill levy - Payment to SARIA	37,332	44,560	44,456	44,815	46,671
Total expenditures	<u>37,900</u>	<u>45,242</u>	<u>45,133</u>	<u>45,497</u>	<u>47,382</u>
TRANSFERS OUT					
Transfers to other fund	<u>152,042</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>189,942</u>	<u>45,242</u>	<u>45,133</u>	<u>45,497</u>	<u>47,382</u>
ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

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

**ACCEPTING LANDSCAPE AND PARK TRACTS  
AND MONUMENT IMPROVEMENTS  
(Tracts A-E and Tracts G-H, High Plains Subdivision Filing No. 3)**

---

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

WHEREAS, the District has the power to provide certain public infrastructure, improvements and services (collectively, the “**Public Improvements**”) as described in Title 32, Article 1, C.R.S. (the “**Special District Act**”), within and without its boundaries, as authorized and in accordance with the Second Amended and Restated Service Plan for the District approved by the City of Aurora on July 26, 2010, and a First Amendment to the Second Amended and Restated Service plan for the District approved by the City of Aurora on May 15, 2017 (collectively, the “**Service Plan**”); and

WHEREAS, in accordance with the Special District Act and the Service Plan, the District has the power to acquire real and personal property, manage, control, and supervise the affairs of the District, including the financing, construction, installation, operation and maintenance of the Public Improvements, to hire and retain agents to perform the tasks empowered to the District, and to perform all other necessary and appropriate functions in furtherance of the Service Plan; and

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

WHEREAS, the Landscape Acceptance Resolution sets forth a policy whereby the District may, in its sole discretion, acquire and accept for ownership, operation and maintenance certain landscaping and park improvements; and

WHEREAS, the District and Lennar Colorado, LLC (“**Lennar**”) entered into a Termination, Acknowledgement and Release Agreement dated August 31, 2020 (the “**Termination Agreement**”); and

WHEREAS, pursuant to the Termination Agreement, the District has agreed to own, operate and maintain certain landscaping and park tracts as set forth on Exhibit B of the Termination Agreement (the “**Lennar Tracts**”), and deem the Lennar Tracts in compliance with the Landscape Acceptance Resolution; and

WHEREAS, the Board of Directors (the “**Board**”) finds that it is in the best interest of the public health, safety, and welfare of the residents and taxpayers of the District to adopt this

resolution and accept the Lennar Tracts and certain monument improvements for ownership, operation and maintenance.

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

1. Incorporation of Recitals. The above recitals are hereby incorporated into and made a part of this Resolution.

2. Finding of Best Interest. The Board hereby finds and determines that the acceptance of the Lennar Tracts and Monument Improvements (as defined below) pursuant to the terms set forth in the Termination Agreement is in the best interest of the District and the taxpayers and residents of the District, and the Board hereby authorizes and approves the same as set forth in this Resolution.

3. Conveyance and Acceptance of Lennar Tracts. In accordance with the Termination Agreement and this Resolution, the District hereby accepts the Lennar Tracts as set forth in **Exhibit A**, for ownership, operation and maintenance effective upon Lennar's completion of all required improvements on each tract, at Lennar's sole cost and expense, in accordance with plans and specifications approved by the City of Aurora. Lennar shall convey each tract to the District via Special Warranty Deed, a form of which is attached hereto as **Exhibit B**. The District accepts each tract "AS-IS" subject only to Lennar's assignment to the District of any and all third-party warranties, if any.

4. Drainage Improvements on Tract E. With respect to Tract E, High Plains Subdivision Filing No. 3 ("**Tract E**") the plans and specifications approved by the City of Aurora include certain remedial drainage and grading work as described in the Termination Agreement (the "**Drainage Improvements**"). As set forth in Section 3 above, the District's acceptance of Tract E shall only be effective upon the completion of all required improvements on Tract E, inclusive of the Drainage Improvements.

5. Monument Improvements on Tract H. With respect to Tract H, High Plains Subdivision Filing No. 3 ("**Tract H**") the plans and specifications approved by the City of Aurora include certain monument improvements as described in the Termination Agreement (the "**Monument Improvements**"). As set forth in Section 3 above, the District's acceptance of Tract H shall only be effective upon the completion of all required improvements on Tract H, inclusive of the Monument Improvements.

6. Conveyance and Acceptance of Monument Improvements. In accordance with the Termination Agreement and this Resolution, the District hereby accepts the Monument Improvements effective upon Lennar's completion of the Monument Improvements, at Lennar's sole cost and expense, including completion of any punch list items and any final inspection(s) as may be required by the City of Aurora. Lennar shall convey via Bill of Sale the Monument improvements and associated property interests, if any, to the District. A form Bill of Sale is attached hereto as **Exhibit C**. The District accepts the Monument Improvements "AS-IS" subject only to Lennar's assignment to the District of any and all third-party warranties associated with the Monument Improvements, if any.

7. Authorization. The President of the Board is hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, to execute and deliver on behalf of the District any and all documents as may be necessary to implement and carry out the transactions authorized by this Resolution. The District's legal counsel and manager are authorized and directed to take all actions as may be necessary or appropriate to effectuate the provisions of this Resolution

8. Effective Date. This Resolution shall take effect immediately upon its adoption.

Resolved, adopted and approved this 17<sup>th</sup> day of September, 2020.

**HIGH PLAINS METROPOLITAN DISTRICT**

\_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the District

## EXHIBIT A

### Lennar Tracts

#### Tract A, High Plains Country Club Subdivision Filing No. 3 (2071-33-4-09-013)

- Site Lighting – Local Street
- Landscape Edger – 1,536 linear feet
- Deciduous Trees – 24
- Evergreen Trees – 16
- Ornamental Trees – 13
- Deciduous Shrubs – 274
- Evergreen Shrubs – 3
- Ornamental Grasses – 753
- Kentucky Bluegrass Sod – 3,031 square feet
- Native Seed – 24,877 square feet
- Planting Bed with Cedar Mulch – 7,679 square feet
- Planting Bend with Rock Mulch – 1,019 square feet
- Irrigation (Drip) – 8,698 square feet
- Irrigation (Turf Areas) – 3,031 square feet
- Irrigation (Temporary) – 24,877 square feet
- Iron Fence (4' Height) – 328 linear feet
- Iron Fence (5' Height) – 1,038 linear feet
- 4' Ornamental Iron Fence Column (4' Height) – 10
- Entry Monument (Column) - 1

#### Tract B, High Plains Country Club Subdivision Filing No. 3 (2071-33-4-10-073)

- Landscape Edger – 4,748 linear feet
- Deciduous Trees – 77
- Evergreen Trees – 15
- Ornamental Trees – 18
- Deciduous Shrubs – 844
- Evergreen Shrubs – 7
- Ornamental Grasses – 1,920
- Kentucky Bluegrass Sod – 5,595 square feet
- Native Seed – 68,299 square feet
- Planting Bed with Cedar Mulch – 23,695 square feet
- Planting Bend with Rock Mulch – 3,112 square feet
- Irrigation (Drip) – 26,807 square feet
- Irrigation (Turf Areas) – 5,595 square feet
- Irrigation (Temporary) – 68,299 square feet
- Iron Fence (5' Height) – 3,343 linear feet
- 4' Ornamental Iron Fence Column (4' Height) – 22

Tract C, High Plains Country Club Subdivision Filing No. 3 (2071-33-4-11-009)

- Site Lighting – Park – 20
- Concrete Flatwork (Broom Finish 4” Depth) – 14,548 square feet
- Crusher Fines Pathways – 1,898 square feet
- Landscape Edger – 1,398 linear feet
- Picnic Tables – 6
- Benches – 13
- Trash Receptacles – 3
- Bike Racks - 2
- Deciduous Trees – 58
- Evergreen Trees – 10
- Ornamental Trees – 35
- Deciduous Shrubs – 200
- Evergreen Shrubs – 20
- Ornamental Grasses – 155
- Perennials - 50
- Kentucky Bluegrass Sod – 78,366 square feet
- Native Seed – 124,440 square feet
- Planting Bed with Cedar Mulch – 2,890 square feet
- Planting Bend with Rock Mulch – 10,339 square feet
- Irrigation (Drip) – 13,229 square feet
- Irrigation (Turf Areas) – 78,366 square feet
- Irrigation (Temporary) – 124,440 square feet
- Iron Fence (5’ Height) – 833 linear feet
- 4’ Ornamental Iron Fence Column (4’ Height) – 9
- Picnic Shelter (18X18) – 2
- Playground Equipment (Spinner) – 2
- Playground Equipment (Medium Fun Rock) – 1
- Playground Equipment (Fun Rocks w/Stumps) – 1
- Playground Equipment (Swing – 2 belt) – 1
- Playground Equipment (Nu Edge Structure) – 1
- Playground Equipment (Fibar System) – 3,882 square feet

Tract D, High Plains Country Club Subdivision Filing No. 3 (2071-33-4-16-034)

- Landscape Edger – 47 linear feet
- Deciduous Trees – 2
- Deciduous Shrubs – 12
- Kentucky Bluegrass Sod – 568 square feet
- Native Seed – 2,299 square feet
- Planting Bed with Cedar Mulch – 331 square feet
- Irrigation (Drip) – 331 square feet



- Irrigation (Turf Areas) – 568 square feet
- Irrigation (Temporary) – 2,299 square feet
- Iron Fence (5' Height) – 210 linear feet
- 4' Ornamental Iron Fence Column (4' Height) – 4

Tract E, High Plains Country Club Subdivision Filing No. 3 (2071-33-4-16-035)

- Landscape Edger – 80 linear feet
- Deciduous Shrubs – 19
- Kentucky Bluegrass Sod – 445 square feet
- Native Seed – 2,025 square feet
- Planting Bed with Cedar Mulch – 430 square feet
- Irrigation (Drip) – 430 square feet
- Irrigation (Turf Areas) – 445 square feet
- Irrigation (Temporary) – 2,025 square feet
- Iron Fence (5' Height) – 210 linear feet
- 4' Ornamental Iron Fence Column (4' Height) – 4

Tract G, High Plains Country Club Subdivision Filing No. 3 (2071-33-3-13-008)

- Landscape Edger – 240 linear feet
- Ornamental Trees – 8
- Deciduous Shrubs – 19
- Evergreen Shrubs – 3
- Ornamental Grasses – 66
- Planting Bed with Cedar Mulch – 1,200 square feet
- Planting Bend with Rock Mulch – 7,257 square feet
- Irrigation (Drip) – 8,457 square feet

Tract H, High Plains Country Club Subdivision Filing No. 3 (2071-33-4-10-075)

- Landscape Edger – 67 linear feet
- Ornamental Trees – 8
- Deciduous Shrubs – 19
- Evergreen Shrubs – 3
- Ornamental Grasses – 40
- Kentucky Bluegrass Sod – 996 square feet
- Planting Bed with Cedar Mulch – 354 square feet
- Irrigation (Drip) – 354 square feet
- Irrigation (Turf Areas) – 996 square feet

EXHIBIT B

Form Special Warranty Deed

**(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 \_\_\_\_\_, 2020, between **LENNAR COLORADO, LLC**, a Colorado limited liability company, whose address is 9781 S. Meridian Boulevard, Suite 120, 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:

Tract \_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**GRANTOR:**

**LENNAR COLORADO, LLC**, a Colorado limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of Lennar Colorado, LLC.

Witness my hand and official seal.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

EXHIBIT C

Form Bill of Sale

**BILL OF SALE**

KNOW ALL BY THESE PRESENTS that **LENNAR COLORADO, LLC**, a Colorado limited liability company, whose address is 9781 S. Meridian Boulevard, Suite 120, Englewood, Colorado 80112 (“**Grantor**”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto **HIGH PLAINS METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o WHITE BEAR ANKELE TANAKA & WALDRON, 2154 East Commons Avenue, Suite 2000, Centennial, Colorado 80122 (“**District**”), its successors and assigns, all of Grantor’s right, title and interest in and to the facilities, personal property and the improvements shown on **Exhibit A** attached hereto and incorporated herein by this reference (“**Improvements**”).

TO HAVE AND TO HOLD the same unto the District, its successors and assigns forever; and Grantor, its successors and assigns, shall warrant and defend the sale of said Improvements made unto the District, its successors and assigns, against all and every person or persons whomsoever, and warrants that (i) the conveyance of the Improvements to the District, its successors and assigns, is made free from any claim or demand whatsoever, and (ii) the Improvements were constructed and installed in accordance with plans and specifications reviewed and approved by the District and all applicable rules and regulations of the District.

***[Signature page follows.]***



Cox Professional Landscape Services LLC

14051 E Davies Avenue Unit A  
 Centennial, CO 80112

# Estimate

Date	Estimate #
9/12/2020	1264

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

Ship To

Project
Entry 2020

Description	Qty	U/M	Total
Smoky Hill entrance. Remove Greenwich urns and install Paris urns. Consilium will be buying back the Greenwich urns as this was a specification error on their part.			
Campania Paris planter urns	4	EA	1,880.00
Installation of urns	4		420.00
Subtotal			2,300.00
<b>Total</b>			\$2,300.00

Phone #
303.693.6878

Email:
coxoffice@coxprolandscape.com

# High Plains Metro District Blackstone

## Landscape Monthly Status Report

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

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

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

-Post emergent weed control treatments on 8/7; 8/12; 8/20; 8/25 and on-going as needed throughout the season.

-Fertilizer application completed last week of August.

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

-Removal of dead shrubs has started and will be on going throughout the rest of the season.

-Removal of dead limbs has started and will be on going throughout the rest of the season.

-Traffic pruning of shrubs growing into sidewalks started and to be completed by early to mid-Sept.

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

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

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

-Any traffic pruning found is being completed.

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

VI. Wood and Rock Mulched Areas-

-Mulch replenishments ongoing.

VII. Native Areas-

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

-Beauty band mowing along residential homes and sidewalks completed.

-Chemical applications to broadleaf weeds ongoing as needed monthly.

VII. Irrigation Systems-

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

-Inspection of mainlines for leaks completed.

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

IX. Landscape Debris Cleanup-

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

---

X. Aeration-

-Aeration of turf areas to be completed by mid- October.

XI. Winter Services-

XII. Bio Hazards-

XIII. Damages-

-Trash and debris dumping on District property. This can cause damage to native areas that if not cleaned and repaired will result in high weed infestations. We believed the source of the debris from homes along District owned native areas. Items found are grass clippings, dead trees and limbs, dirt, construction waste, rocks, concrete and some rubbish. We are scheduling the clean-up and assessment of any damages. Any damages found we will submit options for repair with associated pricing.

**Misc Items –**

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

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

**General Comments**

<Status Here>





Irene Borisov <irene@sammgt.com>

---

## Board Member Vacancy

2 messages

---

James Picola [REDACTED]  
To: irene@sammgt.com

Wed, Aug 5, 2020 at 6:18 PM

Cc: [REDACTED]

Hello Ms Borisov,

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

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

Thank you

Jim Picola

Sent from my iPhone

---

Irene Borisov <irene@sammgt.com>

Wed, Aug 5, 2020 at 6:22 PM

To: [REDACTED]

Cc: [REDACTED]

Hello Jim,

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

Thank you,

**Irene Borisov, CMCA , AMS**

District/Association Manager &

COO of Community Development & Management

**Summit Management & Consulting**

9101 E. Kenyon Ave., #1200

Denver, CO. 80237

(303) 459-4919 office

(303) 484-9742 Fax

[www.sammgt.com](http://www.sammgt.com)

**Mailing Address:**

4950 S. Yosemite St., F2-506

Greenwood Village, CO 80111



***"The Pinnacle of Property Management"***

[Quoted text hidden]

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

**Dear District Board Members,**

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

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

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

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

**Respectfully,**

**Jim Picola**



Irene Borisov <irene@sammgt.com>

---

## HOA Vacant Seat - Interest Letter

2 messages

---

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

Tue, Aug 11, 2020 at 6:57 PM

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

Thank you,  
Bret Erickson

---

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

---

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

Tue, Aug 11, 2020 at 7:18 PM

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

Irene Borisov  
[Quoted text hidden]

ERICKSON

---

August 11, 2020

Dear Ms. Skrondahl,

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

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


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

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

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

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

Sincerely,



Bret C. Erickson



Irene Borisov <irene@sammgt.com>

---

## Open Board position

---

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

Wed, Aug 12, 2020 at 8:27 AM

Hello Irene,

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

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

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

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

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

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

Warm regards,

Bill Howell  
[REDACTED]

Sent from my iPad

Pascal Dengah

High Plains Metro District  
Aurora, CO

Subject: Letter of Interest to Run for Board of Directors

Dear Board Members,

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

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

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

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

Regards,

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

Pascal Dengah