

**VACANT DIRECTOR POSITION**

DISTRICT COURT, ARAPAHOE COUNTY, COLORADO		<b>▲ COURT USE ONLY ▲</b>
Court Address: 7325 S. Potomac Street Centennial, CO 80112 303-649-6355		
<b>Petitioner:</b> BLACKSTONE METROPOLITAN DISTRICT		
<b>Attorney for Petitioner:</b>		Case Number: 2022CV3383
Name:	Clint C. Waldron, Esq. Erin K. Stutz, Esq.	Division: 21
Address:	WHITE BEAR ANKELE TANAKA & WALDRON Attorneys at Law 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122	Courtroom:
Phone:	(303) 858-1800	
Fax:	(303) 858-1801	
Email:	cwaldron@wbapc.com estutz@wbapc.com	
Atty. Reg. #:	36689; 54345	
<b>CERTIFICATE OF APPOINTMENT</b> <b>NAME OF DIRECTOR</b> <b>BLACKSTONE METROPOLITAN DISTRICT</b>		

STATE OF COLORADO                    )  
  )            ss.  
COUNTY OF ARAPAHOE            )

I, Perry Deeds, as Vice President of the Board of Directors (the “Board”) of the Blackstone Metropolitan District (the “District”), hereby certify that at a meeting of the Board held on May 21<sup>st</sup>, 2024, at 6:00 p.m. via teleconference, and at [physical location of meeting], Colorado, the Board determined that, pursuant to § 32-1-905(2), C.R.S., and due to a vacancy on the Board, it was necessary to appoint a new director to act until the next regular election of the District to be held in May 2025; that nominations were open for appointment of a new director; and that upon approving vote of the Board, the following eligible elector of the District was appointed to the Board for a term ending May 2025:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

I further certify that I have caused this Certificate of Appointment to be delivered to the newly appointed director and to the Division of Local Government.

Dated this \_\_\_ day of \_\_\_\_\_ 2024.

**BLACKSTONE METROPOLITAN DISTRICT**

\_\_\_\_\_  
Perry Deeds, Vice President

DISTRICT COURT, ARAPAHOE COUNTY, COLORADO		<b>▲ COURT USE ONLY ▲</b>
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<b>Petitioner:</b>  BLACKSTONE METROPOLITAN DISTRICT		
<b>Attorney for Petitioner:</b>  Name: Clint C. Waldron, Esq. Erin K. Stutz, Esq. Address: WHITE BEAR ANKELE TANAKA & WALDRON Attorneys at Law 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Phone: (303) 858-1800 Fax: (303) 858-1801 Email: cwaldron@wbapc.com estutz@wbapc.com Atty. Reg. #: 36689; 54345		Case Number: 2022CV3383  Division: 21  Courtroom:
<b>BOARD OF DIRECTORS          OATH OF OFFICE</b>		

STATE OF COLORADO                    )  
   )            ss.  
 COUNTY OF ARAPAHOE                )

I, \_\_\_\_\_, do  swear,  affirm or  swear by the everliving God, that I will support the Constitution of the United States, the Constitution of the State of Colorado, and the laws of the State of Colorado, and will faithfully perform the duties of the office of Director of the Blackstone Metropolitan District upon which I am about to enter to the best of my ability.

\_\_\_\_\_  
 Signature

Signed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Officer of the Board of Directors

*[Officer of the District Signature Page]*

# **LANDSCAPE REPORT**

# June 2024 Monthly Report

Monday, June 3, 2024

Prepared For Blackstone Metropolitan District



**Item 1**

Canyon Park - photo taken on 6/3/2024 prior to weekly service being performed.



**Item 2**

Another view of Canyon Park.





**Item 3**  
Country Club Park.

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**Item 4**  
Country Club Park open space.

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**Item 5**

Country Club Park open space.



**Item 6**

Path leading up Hilltop Park - Before.



**Item 7**

Path leading up to Hilltop Park - After.



**Item 8**

Hilltop Park monument sign.



**Item 9**

Hilltop Park open space and playground.

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**Item 10**

Hilltop Park open space.

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**Item 11**

Blackstone sign. Annuals have begun flowering.



**Item 12**

Open space in median on 6/3/2024 before the weekly mowing was performed.



**Item 13**

Recently installed flowers in triangle bed at Mineral entrance in roundabout.



**Item 14**

Flowers in triangle bed by Smokey Hill entrance roundabout.



**Item 15**

Flowers in new entryway areas. This is at the western entrance along County Line.



**Item 16**

One of the raised beds by the Smokey Hill entrance.



**Item 17**

Mulch flip and refresh photos. This is along Monaghan.



**Item 18**

Another view of the mulch along Monaghan.





**Item 19**

Rock refresh was performed. This rock is Mountain Granite Breeze, and it is grey and dusty until enough rain washes it away.



**Item 20**

Refreshed area. The grey will wash away.



**Item 21**

Golf cart path off Blackstone that we maintain was refreshed with new rock.



**Item 22**

The elementary schools sod is struggling and the clippings they left are not only unhealthy for the grass, but it blows into the areas we maintain.

Not sure who to contact for this.



### Item 23

Very dry grass at the school.

### Item 24

Ongoing services:

- Weekly servicing of the community, includes dog stations.
- Weekly irrigation checks/repairs and additional weed spraying.
- Some areas still need the mulch flipped, but it is mostly complete.

Completed services:

- Rock refresh of the common areas.
- First pruning is complete.
- Spring flowers have been installed.
- Native beauty band mow of the perimeter will be completed prior to the meeting.

Upcoming Services:

- Still have 2 rounds of fertilization for the grass that will happen in June and July.
- Native weed control application will happen this month as well.
- A second prune of the property will happen this summer.

Other:

- As of the meeting I will have a proposal for you for the replacement trees and the sod to be installed by the Monaghan entrance.

# **FINANCIAL REPORT**

# **MANAGEMENT REPORT**

## Blackstone Metro District - Manager Action Items

May-24

Last Updated 6/7/2024 16:04

**PRIORITY TASKS**

**COMPLETE**

Action Taken This Week

Additional Tasks Added Since Last Board Meeting

TYPE	BOARD MEETING	TASK	ACTION TAKEN	ACTION TAKEN SINCE LAST BOARD MEETING	STATUS
ADMINISTRATIVE	May 21, 2024, Regular Meeting	<b>Additions to the June 11, 2024, Special Meeting</b> >> Website Committee >> Procurement Policy >> Rocky Mountain Playground Services Estimates (pending follow up from Director Liles and the vendor) --> Connect vendor and Director Liles to review and discuss the estimates provided at the May 21, 2024, Regular Meeting >> Revised compliance letters --> Share ALL updated compliance letter templates to the Board of Directors for review and consideration		05-28-24 Emailed vendor contact information to Director Liles 06-04-24 Spoke with Director Liles over the phone to confirm status of meeting with the vendor <Director Liles confirmed they reached out to the vendor and were awaiting the vendor's response> <06-06-24 Vendor confirmed meeting with Director Liles "next Monday"> 06-07-24 Organized and added all the District compliance letter templates (except for Courtesy Notice) including previously revised templates by Director Monahan to the board packet	COMPLETE
ADMINISTRATIVE	Outside of a Board Meeting	District Website - Revisions / Additions: >> Update current Board members		05-29-24 Streamline confirmed updated Board members page 05-29-24 Emailed Director Johnston for a headshot and brief bio to add to profile	COMPLETE
MAINTENANCE	Outside of a Board Meeting	Damaged Curbs >> Audit damaged curbs in community and report to the City of Aurora for repair		05-29-24 Drove through community and locations of curb damage to submit with photos to the City of Aurora 06-04-24 Submitted report of 24 identified damaged locations including map and photos to the City of Aurora for repairs	COMPLETE
MAINTENANCE	Outside of a Board Meeting	Damaged Bollard Light at Hilltop Park >> Received a report of a bollard light that had been knocked over at Hilltop Park		05-30-24 Emailed vendor to fix the damaged bollard light	COMPLETE
ADMINISTRATIVE	Outside of a Board Meeting	District Website - Blackstone Country Club Fees >> Update membership fees for the Blackstone Country Club on the District website		05-28-24 Emailed the Blackstone Country Club to confirm the current membership fees <06-01-24 Received a response> 06-04-24 Updated the information to reflect the current Country Club membership fee/s on the District website including most current Introductory Letter and Membership Collection	COMPLETE
ADMINISTRATIVE	Outside of a Board Meeting	District Website - Park Addresses >> Update the park addresses on the District website to reflect the addresses assigned to each park in 2022 per White Bear Ankele Tanaka & Waldron		06-04-24 Updated the park addresses on the District website	COMPLETE
ADMINISTRATIVE	Prior to May 2024	District Website - Manage posting of the following documents: >> Resolution Delegating Archectural Authority and Establishing Architectural Review Committee		05-31-24 Emailed Streamline representative to upload to District website <Vendor confirmed that the document has been added to the District website>	COMPLETE
COMMITTEES	Prior to May 2024	Social Committee - Quarterly Mailings >> Remind committee of the option to mail event information with Quarterly Statements from Westwind Management		05-31-24 Informed the Social Committee of the option to include printed information along with mailed quarterly statements to the community through Westwind Management.	COMPLETE

ADMINISTRATIVE	May 21, 2024, Regular Meeting	<p><b>Vacant Director Position</b></p> <ul style="list-style-type: none"> <li>&gt;&gt; Invite remaining applicants from the May 21, 2024, Regular Meeting to the June 18, 2024, Regular Meeting</li> <li><b>Confirm interest and attendance from previous applicants to the June 11, 2024, Special Meeting</b></li> <li>&gt;&gt; Send community email blast with announcement to apply for the 2nd vacant Director position</li> <li>&gt;&gt; Schedule reminder email blast on Tuesday, May 28th</li> <li>&gt;&gt; Collect and organize applicant information to share with the Board of Directors on Monday, June 3rd for interviews</li> <li>&gt;&gt; Invite all applicants to the June 18, 2024, Regular Meeting and confirm meeting location (approximately 2 weeks in advance)</li> </ul>		<p>05-22-24 Emailed previous applicants with invitation to attend the June 18, 2024, Regular Meeting</p> <p>05-22-24 Sent community email blast with notice of vacancy on Board of Directors</p> <p>05-29-24 Emailed previous applicants to confirm interest and attendance to the June 11, 2024, Special Meeting</p> <p>05-28-24 Sent draft reminder email blast to the Board for review.</p> <p>05-28-24 Informed the Board of two additional applications received since the last Board Meeting.</p> <p>05-29-24 Sent reminder email blast to the community regarding Board vacancy.</p> <p><b>06-04-24 Sent invitation to the June 11, 2024, Board Meeting to all eligible applicants that had not previously received an invitation and requested confirmation of their attendance</b></p>	COMPLETE
ADMINISTRATIVE	May 21, 2024, Regular Meeting	<p><b>Schedule a Special Meeting in July 2024 for SARIA presentation</b></p> <ul style="list-style-type: none"> <li>&gt;&gt; Coordinate and confirm meeting details (including location of meeting) with the Board of Directors</li> <li>&gt;&gt; Obtain guest contact information from Ms. Morgan</li> <li>&gt;&gt; Draft invitation to guest speaker to share with Board of Directors for review in advance</li> <li>&gt;&gt; Draft invitation to community to share with Board of Directors for review in advance</li> <li>&gt;&gt; Prepare meeting details &amp; any materials and manage posting of special meeting on the District website</li> </ul>		<p>&lt;Received City contact information from White Bear Ankele Tanaka &amp; Waldron&gt;</p> <p><b>06-04-24 Asked Director Deeds to confirm whether the intent is to hold the meeting in person or virtually</b> &lt;Director Deeds confirmed an in-person meeting&gt;</p> <p><b>06-05-24 Left a voicemail for Director Deeds to discuss in more detail; Emailed Director Deeds with the options available to coordinate an in-person meeting and requested feedback/direction</b> &lt;Director Deeds said the meeting needs to be held at the clubhouse and to explain that members of the Aurora City Council will be in attendance&gt;</p> <p><b>06-05-24 Contacted the Country Club to request reserving meeting space for the SARIA presentation with more advance notice</b> &lt;Country Club to confirm with General Manager&gt;</p>	IN PROGRESS
ADMINISTRATIVE	May 21, 2024, Regular Meeting	<p><b>Water-Wise Presentation</b></p> <ul style="list-style-type: none"> <li>&gt;&gt; Collect information on City-hosted water-wise presentation from Carol Hesketh to send to the community.</li> </ul>		<p>05-31-24 Emailed Ms. Hesketh for information on upcoming water-wise presentation</p> <p>&lt;06-07-24 Ms. Hesketh confirmed waiting to hear back from the water-wise representative from the water department&gt;</p>	IN PROGRESS
ADMINISTRATIVE	May 21, 2024, Regular Meeting	<p><b>Water-Wise Presentation - Special Meeting</b></p> <ul style="list-style-type: none"> <li>&gt;&gt; Coordinate and confirm meeting details (including meeting location) with the Board of Directors and guest speaker/s.</li> </ul>			IN PROGRESS
ADMINISTRATIVE	May 21, 2024, Regular Meeting	<p><b>Community Communication - Landscaping Enforcement</b></p> <ul style="list-style-type: none"> <li>&gt;&gt; Draft and send a community email blast regarding the start of landscaping covenant enforcement (pending Board of Directors review and approval).</li> </ul>			IN PROGRESS
BIDS / CONTRACTS	May 21, 2024, Regular Meeting	<p><b>Arborist Proposals</b></p> <ul style="list-style-type: none"> <li>&gt;&gt; Request proposals from 2-3 arborist vendors for Board consideration</li> </ul>			IN PROGRESS
MAINTENANCE	May 21, 2024, Regular Meeting	<p><b>Tree Warranty Drive</b></p> <ul style="list-style-type: none"> <li>&gt;&gt; Share report from tree warranty drive (tentatively scheduled June 3rd) from LandTech with the Board of Directors.</li> </ul>		<LandTech performed the tree warranty drive on June 4th>	IN PROGRESS
COMMITTEES	Outside of a Board Meeting	<p><b>Community Communication - Summer Kickoff</b></p> <ul style="list-style-type: none"> <li>&gt;&gt; <b>Send Reminder email blast for the Summer Kickoff Event</b></li> </ul>		05-31-24 Provided draft message to Board to confirm approval before sending to the community	IN PROGRESS
COMMITTEES	Outside of a Board Meeting	<p><b>Website Committee Email Blast</b></p> <ul style="list-style-type: none"> <li>&gt;&gt; <b>Draft an email blast to collect interest in joining the Website Committee</b></li> </ul>		<05-28-24 Request received from Director Deeds>	IN PROGRESS
MAINTENANCE	Outside of a Board Meeting	<p><b>District Sign</b></p> <ul style="list-style-type: none"> <li>&gt;&gt; <b>Obtain quote for sign replacement to reflect "Blackstone Metro District" instead of "High Plains Metro District"</b></li> </ul>		<p>&lt;05-28-24 Request received from Director Deeds&gt;</p> <p><b>06-07-24 Confirmed sign location and took photos during onsite visit</b></p>	IN PROGRESS
ADMINISTRATIVE	Outside of a Board Meeting	<p><b>Community Communication - Updating Resident Contact Information</b></p> <ul style="list-style-type: none"> <li>&gt;&gt; <b>Draft an email blast to remind community members on ways to update their contact information to ensure they receive emails from Westwind Management</b></li> </ul>		<b>06-04-24 Drafted an email blast for Director Deeds to approve</b>	IN PROGRESS

ADMINISTRATIVE	Prior to May 2024	<b>District Website - Revisions / Additions:</b> >> Add Resolution Concerning the Security System >> Add information about flock cameras and how to opt out/register vehicles >> Committee Information			IN PROGRESS
ADMINISTRATIVE	Prior to May 2024	<b>Communication Strategy</b> >> Organize and share a proposal for annual outreach to Blackstone Metro District community members to include invitation to update contact information, and important information and reminders (i.e. Westwind Management outreach, compliance, regular Board meeting schedule, etc.)			IN PROGRESS
ADMINISTRATIVE	Prior to May 2024	<b>District Insurance</b> >> Finalize property schedule and present updated schedule and insurance quote to the Board of Directors for review and consideration. (Final property schedule is pending additional follow-up information to the insurance agent as a result of the walk through)	03-04-24 Conducted a property walk through with TCW 05-14-24 Received cost of community benches and forwarded information to TCW	05-24-24 Confirmed approximate number of common area trees with TCW	IN PROGRESS
BIDS / CONTRACTS	Prior to May 2024	<b>Mailbox Light Options</b> >> Considering both increased visibility and cost-effectiveness, collect alternative options (2-5) for lighting at community CBUs to present to the Board for discussion. (Research lighting installed at Southshore including the cost and type).	04-17-24 Emailed Full Spectrum to provide alternative options. 04-17-24 Full Spectrum confirmed they would explore alternative products.		IN PROGRESS
BIDS / CONTRACTS	Prior to May 2024	<b>Median Design Plans</b> >> Collect bids for median design plans	05-02-24 Held a meeting with Director Deeds, Ms. Hesketh, and Attorney Waldron to finalize the RFP for median design plans		IN PROGRESS
COMMITTEES	Prior to May 2024	<b>Social Committee - Liability Coverage</b> >> Confirm liability coverage for District-sponsored events involving alcohol	05-10-24 Forwarded the current liability schedule for Blackstone Metro District to Director Deeds to confirm accuracy 05-13-24 Requested confirmation of 2024 Social Committee events from Director Deeds 05-15-24 Asked Director Deeds to provide a list of 2024 Social Committee events to share with TCW		IN PROGRESS
COMMITTEES	Prior to May 2024	<b>Social Committee - Reports</b> >> Confirm/coordinate receipt of quarterly Social Committee reports to share with the Board of Directors for review		05-31-24 Sent email to Social Committee to establish a regular quarterly practice of receiving a Social Committee report quarterly to be included in the packet for regular Board Meetings. 05-31-24 Invited Ms. Moore to a virtual meeting to discuss further on Monday, June 3rd <06-03-24 Asked to cancel the meeting and reschedule with the committee chair, Ms. Morgan> <b>06-03-24 Emailed Ms. Morgan alternative dates and times to review regular social committee reports</b>	IN PROGRESS
MAINTENANCE	Prior to May 2024	<b>Electrical</b> >> Received a report that the entry lights are on during the day and off in the evenings. Coordinate and confirm the repair and correction of the timing system for the entry lights.	04-08-24 Emailed vendor to investigate and fix the timing issue 04-23-24 Sent a follow up email to vendor 05-10-24 Sent a follow up email to vendor <Vendor said, "We are scheduled for return visit next week. Night drive repairs are scheduled and Monument repairs. I'll let you know when these are completed."> 05-20-24 Sent a follow up email to vendor	<Vendor claimed the issue was being caused by recently installed photocells> 05-29-24 Asked vendor to contact the landscaping contractor responsible for photocells for additional follow up and repair <b>06-05-24 Sent follow up email to vendor</b>	IN PROGRESS
MAINTENANCE	Prior to May 2024	<b>Hilltop Park</b> >> Confirm landscaping repairs to damages caused from well drilling performed by Blackstone Country Club	04-10-24 The Country Club confirmed landscaping repairs over the "next couple of weeks." 05-08-24 The Country club reported that repairs would be made by the end of May 2024. Follow up scheduled mid-June 2024.		IN PROGRESS
MAINTENANCE	Prior to May 2024	<b>Damaged Bollard Light at Canyon Park</b> >> Confirm installation of new bollard light		05-30-24 Sent follow up email to vendor <Vendor confirmed waiting on supplier to provide tracking information on bollard replacement> <b>06-07-24 Sent follow up email to vendor</b>	IN PROGRESS



# ROCKY MOUNTAIN PLAYGROUND SERVICES



rmplaygroundservices.com

**Bill To:** Blackstone Metro District  
27 Inverness Dr. E.  
Englewood, CO 80112

**Work Site:** Hilltop/Canyon Parks

**%:** Jordan Devine

## Estimate

Date:

4/14/2024

Quote #:

491

**\*\*Quotes are valid for 30 days from quote date\*\***

DESCRIPTION OF WORK	QTY/HRS	UNIT PRICE	SUB TOTAL
Parts			1,454.88
- Risk Management Sign - English	2		
- Freight			
Labor			1,500.00
- Installation of Risk Signs at Entrance to Playgrounds:			
- Hilltop Park			
- Canyon Park			
<b>**Includes:</b> Temporary fencing (If needed)			
<b>**Excludes:</b> Any drainage and damage to non located private underground utilities.			
		<b>GRAND TOTAL</b>	<b>\$2,954.88</b>

### PAYMENT TERMS

- To be made payable to Rocky Mountain Playground Services
- Additional Charges will be applied for Credit Card Payments
- Due on Receipt
- P.O.:
- Project:

### ADDRESS

30980 Highway 72  
Golden, CO 80304

### APPROVED BY

\_\_\_\_\_

NAME \_\_\_\_\_

FOR \_\_\_\_\_

DATE \_\_\_\_\_

### SERVICES TO BE PROVIDED BY ROCKY MOUNTAIN PLAYGROUND SERVICES

*\*(Herein referred to as "RMPS" or "Contractor")*

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services") that are selected by the Client:

- o Maintenance & Repair
- o Sanitation
- o Amenity Installation
- o Inspections

- o Public Art Installation/De-Installation
- o Playground Installation

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client

**CONTRACT TERMS**

- This Service Contract is by and between Rocky Mountain Playground Services, Ltd. and the customer. and is effective when signed and dated by both parties.
  - All sales of parts are final once agreement is signed
  - In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**Term:**

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

**Termination:**

Either party may terminate the Service Contract with or without cause upon providing the other party 30 day written notice at the respective address stated herein. In the event of termination of this Service Contract, the Contractor will be compensated for the actual services performed to the Client's reasonable satisfaction as of the date of termination.

**Notices:**

All notices, requests, demands, waivers, and other communications given as provided in this Service Contract will be in email, and unless otherwise specifically provided in this Service Contract.

**Qualifications:**

Contractor represents that it is fully qualified and licensed, to the extent necessary, to do business in the vicinity, has the requisite expertise, skill and capability to perform the services in the manner contemplated by this Service Contract, and that it shall maintain the requisite skilled employees and other workers, materials, equipment and tools necessary to perform the Services as and when required under this Service Contract.

**Costs and Attorney Fees:**

In the event any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this agreement, or arising out of a breach of this agreement, the prevailing party shall recover all of such party's attorney fees incurred in each and every such action, suit, or other proceeding, including any and all appeals or petitions.

**Governing Law:**

The validity, meaning, and effect of this Service Contract will be determined pursuant to the laws of the State of Colorado applicable to agreements made and to be performed in the State of Colorado.

**Successors and Assigns:**

This Service Contract shall insure to the benefit of and be binding upon any permitted successors and assigns of the parties hereto. This Service Contract shall not be assigned without the prior written consent of the other party.

**Modification:**

This Service Contract and any term as provided in this Service Contract may be modified, amended, discharged, changed, or waived only in writing signed by both parties.

**Entire Agreement:**

This Service Contract constitutes the entire agreement of the parties and supersedes all previous agreements, written or oral, between parties. No statement, promise, or inducement made by either party, or the agent of a party, either written or oral, which is not provided in this agreement is binding upon that party.

**Counterparts:**

This Service Contract may be signed in two or more counterparts, each of which will be deemed an original agreement, but all of which together will constitute one and the same document.

**Authority to Bind:**

Each party signing this contract represents it has full legal power, authority and right to execute, deliver, and perform its obligations under this contract and each party's performance hereunder and the transactions contemplated hereby have been duly authorized by all requisite actions on the part of such party and no remaining action is required to make this contract binding.

**Payment No Release:**

No payment under this agreement shall be deemed to operate as acceptance of services or admission that Contractor has satisfactorily performed the pertinent services.

**Independent Contractor:**

Contractor is an independent contractor and, as such, shall be responsible for compliance with the provisions of all applicable State and/or Federal Social Security, Unemployment Compensation, Workmen's Compensation, Sales and Use Tax, Withholding Tax and other tax laws now or hereafter in effect and shall pay all taxes, contributions and premiums required thereunder.

**Payment for services:**

As consideration for the services outlined in this contract, Client agrees to pay RMPS, within 30 days from the date of invoice for said services. Any payments which are not received by the stated terms will be charged a 2% per month late charge beginning from due date and continuing until paid in full. Any amount which becomes 60 days past due will force collections and the client will be responsible for any legal fees incurred or any other costs incurred in an attempt to collect the debt.

**Insurance & Liabilities:**

Contractor shall, in a manner satisfactory to Client, maintain at its own expense insurance coverage including worker's compensation and employer's liability, comprehensive general liability, and any insurance coverage as may be required under Colorado law.

**Guarantee:**

Contractor agrees to perform all services in a workmanlike manner and will not perform services or act in any way which is illegal or violates any state guidelines or city or county ordinances.

\*\*By signing above, Client agrees to and understands all the terms and conditions outlined in this contract "Description of Work" section and Client's date becomes the mutual execution date of the Service Contract.\*\*



# WELCOME

## ADULT SUPERVISION IS RECOMMENDED

Close supervision and smart play help to prevent injuries. Read all WARNINGS and Rules before using the playground.

### "play smart" rules

- ✓ Do not play on broken or damaged equipment. Report it.
- ✓ Do not play without adequate safety surfacing below and around equipment.
- ✓ No running, wrestling or shoving while on equipment.
- ✓ Be careful of hot play surfaces and always wear shoes while playing.
- ✓ Do not play tag or run on playground equipment, and do not jump off of equipment.
- ✓ Watch your head! Do not run under bridges, slides, stairs, or other equipment.
- ✓ Be careful when equipment is wet. Do not play on snow or icy equipment.
- ✓ Do not climb on roofs, ceilings or eaves, or on top of crawl spaces or base slides.
- ✓ Slide sitting down, feet first, and one at a time. Do not climb up slide chutes or ladders.
- ✓ Adults - do not slide with a child on your hip. It can injure your child's legs.
- ✓ Before getting on of equipment learn, hang down, test, bend your knees a little and strap straight down on to both feet.
- ✓ Hanging swing down and do not jump out while swinging. Do not touch chains.

### WARNING

**WARNING**  
This playground equipment is intended for use by children under the age of 12. It is not intended for use by children under the age of 3. It is not intended for use by children with physical disabilities. It is not intended for use by children who are unable to climb, crawl, or walk. It is not intended for use by children who are unable to sit, stand, or walk. It is not intended for use by children who are unable to understand and follow instructions. It is not intended for use by children who are unable to play safely. It is not intended for use by children who are unable to play independently. It is not intended for use by children who are unable to play with others. It is not intended for use by children who are unable to play in a group. It is not intended for use by children who are unable to play in a community. It is not intended for use by children who are unable to play in a culture. It is not intended for use by children who are unable to play in a world.

# WELCOME

## ADULT SUPERVISION IS RECOMMENDED

Close supervision and smart play help to prevent injuries. Read all WARNINGS and Rules before using the playground.

### “play smart” rules

- ✓ Do not play on broken or damaged equipment. Report it.
- ✓ Do not play without adequate safety surfacing below and around equipment.
- ✓ No helmets, necklaces or drawstrings while on equipment.
- ✓ Be careful of hot play surfaces and always wear shoes while playing.
- ✓ Do not play tag or run on playground equipment, and do not jump off of equipment.
- ✓ Watch your head! Do not run under bridges, decks, stairs, or other equipment.
- ✓ Be careful when equipment is wet. Do not play on snowy or icy equipment.
- ✓ Do not climb on roofs, railings, or posts, or on top of crawl tubes or tube slides.
- ✓ Slide sitting down, feet first, and one at a time. Do not climb up slide chutes or tubes.
- ✓ Adults - do not slide with a child on your lap. It can injure your child's legs.
- ✓ Before letting go of overhead bars, hang down still, bend your knees a little and drop straight down on to both feet.
- ✓ Swing sitting down and do not jump out while swinging. Do not twist chains.

### ⚠ WARNING

Playground equipment installed over hard surfaces such as concrete, asphalt, or packed earth may result in serious injury or death from falls. Make sure that appropriate safety surfacing is present before allowing children to play.

Children have strangled and died when their clothes caught on slides and other playground equipment. Before allowing children to play, remove helmets, scarves, necklaces, hood cords, neck drawstrings, and mittens connected through the sleeves. Also remove any foreign ropes, strings or shoe laces that may be tied to the equipment.

Playing tag or running on or under playground equipment can lead to serious injuries from falls, collisions and head strikes. Do not run on or under playground equipment. Pay attention while playing and be careful.

All playground equipment and rubber surfacing may become hot enough to cause burns. Check for hot surfaces before allowing children to play. Children should wear appropriate shoes at all times.

Post and Accent Colors

Achieved with a multi-layer paint application process that combats rust/corrosion and ensures a long-lasting finish.



Neon  
Tropical Yellow Teal Lime



Princess  
Pink Light Gray Blue



Urban  
Red Graystone Black Beige



Red Yellow Tropical Yellow Orange Lime



Chartreuse Green Forest Green Teal Azure



Blue Cobalt Lavender Plum Burgundy



Beige Sand Brown Dark Brown White



Silver Light Gray Metallic Gray Black  
*(Posts & Clamps Only)*

# COLORS

## Plastic Colors

Produced with a compound resin, UV stabilizers, and anti-static guard for superior color fastness, strength, and durability.



Red Yellow Tropical Yellow Orange Lime



Chartreuse Green Forest Green Teal Sky



Cyan Blue Cobalt Lavender Plum



Burgundy Beige Brownstone Brown Dark Brown



White Graystone Light Gray Gray Black (Roofs Only)

## Color Palettes



Treehouse

Green Brown Lime Beige



Sultan

Lavender Cyan Sand



Bright

Chartreuse Orange Beige

# ROCKY MOUNTAIN PLAYGROUND SERVICES



rmplaygroundservices.com

**Bill To:** Blackstone Metro District  
27 Inverness Dr. E.  
Englewood, CO 80112

**Work Site:** Canyon Park  
Aurora, CO

**%:** Westwind Management

## Estimate

Date:

4/21/2024

Quote #:

501

\*\*Quotes are valid for 30 days from quote date\*\*

DESCRIPTION OF WORK	QTY/HRS	UNIT PRICE	SUB TOTAL
<b>Parts</b>			5,238.68
- Bubble Lexan Panel (For Missing Panel at access to Playground)			
- Sno Cone Decking (Brown)			
- Slide Double Wide (Blue)4			
<b>Labor</b>			2,000.00
- Installation of Parts above and Disposal of Old			
- Sealing plastic in Spiral Slide			
		<b>GRAND TOTAL</b>	<b>\$7,238.68</b>

### PAYMENT TERMS

- To be made payable to Rocky Mountain Playground Services
- Additional Charges will be applied for Credit Card Payments
- Due on Receipt
- P.O.:
- Project:

### ADDRESS

30980 Highway 72  
Golden, CO 80304

### APPROVED BY

\_\_\_\_\_

NAME \_\_\_\_\_

FOR \_\_\_\_\_

DATE \_\_\_\_\_

### SERVICES TO BE PROVIDED BY ROCKY MOUNTAIN PLAYGROUND SERVICES

*\*(Herein referred to as "RMPS" or "Contractor")*

- The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services") that are selected by the Client:
  - Maintenance & Repair
  - Sanitation
  - Amenity Installation
  - Inspections
  - Public Art Installation/De-Installation
  - Playground Installation
- The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client



## CONTRACT TERMS

- This Service Contract is by and between Rocky Mountain Playground Services, Ltd. and the customer. and is effective when signed and dated by both parties.
  - All sales of parts are final once agreement is signed
- In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### **Term:**

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

### **Termination:**

Either party may terminate the Service Contract with or without cause upon providing the other party 30 day written notice at the respective address stated herein. In the event of termination of this Service Contract, the Contractor will be compensated for the actual services performed to the Client's reasonable satisfaction as of the date of termination.

### **Notices:**

All notices, requests, demands, waivers, and other communications given as provided in this Service Contract will be in email, and unless otherwise specifically provided in this Service Contract.

### **Qualifications:**

Contractor represents that it is fully qualified and licensed, to the extent necessary, to do business in the vicinity, has the requisite expertise, skill and capability to perform the services in the manner contemplated by this Service Contract, and that it shall maintain the requisite skilled employees and other workers, materials, equipment and tools necessary to perform the Services as and when required under this Service Contract.

### **Costs and Attorney Fees:**

In the event any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this agreement, or arising out of a breach of this agreement, the prevailing party shall recover all of such party's attorney fees incurred in each and every such action, suit, or other proceeding, including any and all appeals or petitions.

### **Governing Law:**

The validity, meaning, and effect of this Service Contract will be determined pursuant to the laws of the State of Colorado applicable to agreements made and to be performed in the State of Colorado.

### **Successors and Assigns:**

This Service Contract shall insure to the benefit of and be binding upon any permitted successors and assigns of the parties hereto. This Service Contract shall not be assigned without the prior written consent of the other party.

### **Modification:**

This Service Contract and any term as provided in this Service Contract may be modified, amended, discharged, changed, or waived only in writing signed by both parties.

### **Entire Agreement:**

This Service Contract constitutes the entire agreement of the parties and supersedes all previous agreements, written or oral, between parties. No statement, promise, or inducement made by either party, or the agent of a party, either written or oral, which is not provided in this agreement is binding upon that party.

### **Counterparts:**

This Service Contract may be signed in two or more counterparts, each of which will be deemed an original agreement, but all of which together will constitute one and the same document.

### **Authority to Bind:**

Each party signing this contract represents it has full legal power, authority and right to execute, deliver, and perform its obligations under this contract and each party's performance hereunder and the transactions contemplated hereby have been duly authorized by all requisite actions on the part of such party and no remaining action is required to make this contract binding.

### **Payment No Release:**

No payment under this agreement shall be deemed to operate as acceptance of services or admission that Contractor has satisfactorily performed the pertinent services.

### **Independent Contractor:**

Contractor is an independent contractor and, as such, shall be responsible for compliance with the provisions of all applicable State and/or Federal Social Security, Unemployment Compensation, Workmen's Compensation, Sales and Use Tax, Withholding Tax and other tax laws now or hereafter in effect and shall pay all taxes, contributions and premiums required thereunder.

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As consideration for the services outlined in this contract, Client agrees to pay RMPS, within 30 days from the date of invoice for said services. Any payments which are not received by the stated terms will be charged a 2% per month late charge beginning from due date and continuing until paid in full. Any amount which becomes 60 days past due will force collections and the client will be responsible for any legal fees incurred or any other costs incurred in an attempt to collect the debt.

### **Insurance & Liabilities:**

Contractor shall, in a manner satisfactory to Client, maintain at its own expense insurance coverage including worker's compensation and employer's liability, comprehensive general liability, and any insurance coverage as may be required under Colorado law.

### **Guarantee:**

Contractor agrees to perform all services in a workmanlike manner and will not perform services or act in any way which is illegal or violates any state guidelines or city or county ordinances.

"By signing above, Client agrees to and understands all the terms and conditions outlined in this contract "Description of Work" section and Client's date becomes the mutual execution date of the Service Contract."

# ROCKY MOUNTAIN PLAYGROUND SERVICES



rmplaygroundservices.com

**Bill To:** Blackstone Metro District  
27 Inverness Dr. E.  
Englewood, CO 80112

**Work Site:** Hilltop Park  
Aurora, CO

**%:** Westwind Management

## Estimate

Date:

4/21/2024

Quote #:

502

**\*\*Quotes are valid for 30 days from quote date\*\***

DESCRIPTION OF WORK	QTY/HRS	UNIT PRICE	SUB TOTAL
<b>EWF</b>			6,144.14
- Purchase, delivery and installation of 4,000 sqft of EWF at a 6" depth with the blower truck. (Need 250' of hose)			
<b>Labor</b>			350.00
- Removal/Disposal of Tot Swing			
- Recommend contacting the community to remove as RMPS will not be responsible for replacement charges if requested.			
		<b>GRAND TOTAL</b>	<b>\$6,494.14</b>

### PAYMENT TERMS

- To be made payable to Rocky Mountain Playground Services
- Additional Charges will be applied for Credit Card Payments
- Due on Receipt
- P.O.:
- Project:

### ADDRESS

30980 Highway 72  
Golden, CO 80304

### APPROVED BY

\_\_\_\_\_

NAME \_\_\_\_\_

FOR \_\_\_\_\_

DATE \_\_\_\_\_

### SERVICES TO BE PROVIDED BY ROCKY MOUNTAIN PLAYGROUND SERVICES

*\*(Herein referred to as "RMPS" or "Contractor")*

- The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services") that are selected by the Client:
  - Maintenance & Repair
  - Sanitation
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  - Inspections
  - Public Art Installation/De-Installation
  - Playground Installation
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"By signing above, Client agrees to and understands all the terms and conditions outlined in this contract "Description of Work" section and Client's date becomes the mutual execution date of the Service Contract."

# ROCKY MOUNTAIN PLAYGROUND SERVICES



rmplaygroundservices.com

**Bill To:** Blackstone Metro District  
27 Inverness Dr. E.  
Englewood, CO 80112

**Work Site:** Country Club Park  
Aurora, CO

**%:** Westwind Management

## Estimate

Date:

4/21/2024

Quote #:

503

**\*\*Quotes are valid for 30 days from quote date\*\***

DESCRIPTION OF WORK	QTY/HRS	UNIT PRICE	SUB TOTAL
<b>EWF</b> - Purchase, delivery and installation of 6,000 sqft of EWF at a 6" depth with the blower truck			8,936.03
		<b>GRAND TOTAL</b>	<b>\$8,936.03</b>

### PAYMENT TERMS

- To be made payable to Rocky Mountain Playground Services
- Additional Charges will be applied for Credit Card Payments
- Due on Receipt
- P.O.:
- Project:

### ADDRESS

30980 Highway 72  
Golden, CO 80304

### APPROVED BY

\_\_\_\_\_

NAME \_\_\_\_\_

FOR \_\_\_\_\_

DATE \_\_\_\_\_

### SERVICES TO BE PROVIDED BY ROCKY MOUNTAIN PLAYGROUND SERVICES

*\*(Herein referred to as "RMPS" or "Contractor")*

- The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services") that are selected by the Client:
  - Maintenance & Repair
  - Sanitation
  - Amenity Installation
  - Inspections
  - Public Art Installation/De-Installation
  - Playground Installation
- The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client

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**Guarantee:**

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# ROCKY MOUNTAIN PLAYGROUND SERVICES



rmplaygroundservices.com

**Bill To:** Blackstone Metro District  
27 Inverness Dr. E.  
Englewood, CO 80112

**Work Site:** Country Club Park  
Aurora, CO

**%:** Westwind Management

## Estimate

Date:

4/21/2024

Quote #:

**QUOTE # 516**

\*\*Quotes are valid for 30 days from quote date\*\*

DESCRIPTION OF WORK	QTY/HRS	UNIT PRICE	SUB TOTAL
<b>Parts</b>			1,389.09
- Tactile Panel Parts (Missing Hardware)			
- Bell Panel (Missing Parts)			
- Cozy Cocoon Caps			
- Underslide Caps			
- Cargo Net Corner Plate			
<b>Labor</b>			2,500.00
- Installation of Parts Above			
- Removal of Projection Hazards			
- Installation of Missing Shade (In possession of by the Community)			
		<b>GRAND TOTAL</b>	<b>\$3,889.09</b>

### PAYMENT TERMS

- To be made payable to Rocky Mountain Playground Services
- Additional Charges will be applied for Credit Card Payments
- Due on Receipt
- P.O.:
- Project:

### ADDRESS

30980 Highway 72  
Golden, CO 80304

### APPROVED BY

\_\_\_\_\_

NAME \_\_\_\_\_

FOR \_\_\_\_\_

DATE \_\_\_\_\_

### SERVICES TO BE PROVIDED BY ROCKY MOUNTAIN PLAYGROUND SERVICES

*\*(Herein referred to as "RMPS" or "Contractor")*

The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services") that are selected by the Client:

- o Maintenance & Repair
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- o Inspections
- o Public Art Installation/De-Installation
- o Playground Installation

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client

### **CONTRACT TERMS**

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#### **Termination:**

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# Blackstone Metro District Operations Summary

## Architectural Requests

Status of Architectural Requests Received in May 2024

- Approved = 2
- Approved w/Stipulations = 15
- Partial Approval = 1
- Pending = 3
- Web Form Submitted = 2
- Denied = 1

## Compliance

September 1, 2023 – September 28, 2023

- Courtesy Advisory Notice = 112 (12% of total units)
- Cont. Violation/Fine Notice = 10 (1.1% of total units)
- Ongoing Violation/2nd Fine = 1 (0.1% of total units)
- Ongoing Violation/3rd Fine = 1 (0.1% of total units)

## Summary of Inspection

Inspection Time - 05/29/2024

New Notices – 94

Updated Notices – 34

Closed Notices - 47

Violation type not defined – 3

Cease and Desist – 1

Commercial Vehicle – 1

Concrete Seams – 1

Dead Limbs – 9

Dead Shrub – 9

Dead Tree – 31

Debris – 5

Driveway – 1

Dying Tree – 1

Exterior Paint – 7

Fertilizing – 5

Garage Door/Damage – 1

Holiday/Seasonal Decorations – 2

Landscape – 2

Lawn – 2

Mowing – 3

Other – 8

Recreational Vehicle – 3

Rock Beds – 27

Temporary Structures – 4

Throughout Property – 9

Trailer – 3

Trash Bags – 1

Trash Container/Storage – 1

Tree Stumps – 1

Trim – 2

Unsightly – 3

Variance Granted – 1

Watering – 28



## Blackstone Metro District – Compliance Letter Templates

1. **Hearing Confirmation Notice** + Revised/Redline Version from Director Monahan
2. **Continuous Violation & Fine Notification** + Revised/Redline Version from Director Monahan
3. **Ongoing Violation & Fine Notification** + Revised/Redline Version from Director Monahan
4. **2nd Notice of Ongoing Violation & Fine Notification** + Revised/Redline Version from Director Monahan
5. **Daily Fine Notification** + Revised/Redline Version from Director Monahan
6. **Repetitious Violation & Fine Notification**
7. **Repetitious Violation Additional Fine Notification**
8. **Notice of District Legal Action**



[<ResidentContact.SP Resident Contact Block>]

[<TodaysDateMonth>]

**HEARING CONFIRMATION NOTICE**

Subject: [<Company.Name>], [<CompanyRule.Chapter Reference>]  
**Account# [<Resident.Resident Key>], [<Unit.Unit Address>]**

Dear [<ResidentContact.First Name>] [<ResidentContact.Last Name>],

Thank you for your recent request for a hearing in reference to the violation of the [<Company.Name>] [<CompanyRule.Document Source>], which consists of [*<Compliance.Violation>*].

Your requested hearing has been scheduled before the Board of Directors on [**<Company.Text 1>**] at [**<Company.Text 2>**]. The hearing will be held during the Board Meeting, [**<ComplianceSequence.Location>**].

At this hearing, you will address the Board of Directors regarding the above-referenced violation and your request to dismiss the violation and/or waive any assessed fines. Please be advised, the District reserves the right to initiate legal action at any time should the Board determine such action is necessary.

Thank you for your cooperation in this matter.

Sincerely,

[<CompanyLocation.Name>]  
For the [<Company.Name>] Board of Directors



27 Inverness Drive East | Englewood, CO 80112 | [www.westwindmanagement.com](http://www.westwindmanagement.com)  
Ph: (303) 369-1800 | Fax: (303) 369-0007

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[<ResidentContact.SP Resident Contact Block>]

[<TodaysDateMonth>]

**HEARING CONFIRMATION NOTICE**

Subject: [<Company.Name>], [<CompanyRule.Chapter Reference>]  
**Account# [<Resident.Resident Key>], [<Unit.Unit Address>]**

Dear [<ResidentContact.First Name>] [<ResidentContact.Last Name>],

Thank you for your recent request for a hearing in reference to the violation of the [<Company.Name>] [<CompanyRule.Document Source>], which consists of [*<Compliance.Violation>*].

Your requested hearing has been scheduled before the Board of Directors on [**<Company.Text 1>**] at [**<Company.Text 2>**]. The hearing will be held during the Board Meeting, [**<ComplianceSequence.Location>**].

At this hearing, you will [address- have the opportunity to address](#) the Board of Directors regarding the above-referenced violation and your request to dismiss the violation and/or waive any assessed fines. **Please be advised, the District reserves the right to initiate legal action at any time should the Board determine such action is necessary.**

[If you no longer wish to attend the hearing and would prefer to remit payment for the violation, please contact Westwind in writing at XXXXXXXX. so that a settlement may be reached.](#)

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Thank you for your cooperation in this matter.

Sincerely,

[<CompanyLocation.Name>]  
For the [<Company.Name>] Board of Directors



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[<ResidentContact.SP Resident Contact Block>]

Subject: [<Company.Name>], [<Compliance.Type>]  
**Account # [<Resident.Resident Key>], [<Unit.Unit Address>]**

**CONTINUOUS VIOLATION & FINE NOTIFICATION**

[<TodaysDateMonth>]

Dear [<ResidentContact.First Name>] [<ResidentContact.Last Name>],

It has come to the attention of the District that a violation of the [<Company.Name>] [<CompanyRule.Document Source>] is still occurring at the above referenced address. Specifically the violation includes:

**[<Compliance.Violation>]**

A letter was sent previously requesting that action be taken to resolve this issue.

Since the violation is continuing to occur or has not been corrected, your account is being assessed a \$[<ComplianceSequence.Fine>] fine. In addition, the violation must be corrected within 10 days from the date of this letter to avoid assessment of additional fines and or other action as outlined below in the Table of Fines. Pursuant to the District's Amended & Restated Resolution Regarding Policies, Procedures & Penalties for the Enforcement of the Governing Documents, you have the right to request a hearing. In the event you elect to request a hearing you must do so, in writing, within 10 days upon receipt of this notice. You may submit your hearing request to [<Company.Email>].

Table of Fines (Continuous Violations):  
First Notice of Ongoing Violation: \$75.00  
Second Notice of Ongoing Violation: \$100.00  
Daily Fine Notice: Up to \$100.00 per day

*Any violation of the Governing Documents may be turned over to legal counsel for legal action at any time, as may be appropriate.*

If you choose not to request a hearing, please remit payment, in the amount of [<ComplianceSequence.Fine>], to [<Company.Name>] c/o [<CompanyLocation.Name>], [<CompanyLocation.Address>], [<CompanyLocation.City State Zip>] within 30 days upon receipt of this notice. If payment is not received within the given time period, the District will proceed with normal delinquency collection procedures.

Thank you for your cooperation in this matter.

Sincerely,

[<CompanyLocation.Name>]  
For the [<Company.Name>] Board of Directors



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[<ResidentContact.SP Resident Contact Block>]

Subject: [<Company.Name>], [<Compliance.Type>]  
Account # [<Resident.Resident Key>], [<Unit.Unit Address>]

**CONTINUOUS VIOLATION & FINE NOTIFICATION**

[<TodaysDateMonth>]

Dear [<ResidentContact.First Name>] [<ResidentContact.Last Name>],

Further to our letter of [DATE], wherein we contacted you about a potential violation. We note that it has come to the attention of the District that a cited violation of the [<Company.Name>] [<CompanyRule.Document Source>] is still occurring at the above referenced address which has not been cured. Specifically the violation includes:

[<Compliance.Violation>]

~~A letter was sent previously requesting that action be taken to resolve this issue.~~

Since the violation is continuing to occur or has not been corrected, your account is being assessed a \$[<ComplianceSequence.Fine>] fine. In addition, the violation must be corrected within ~~10-14~~ days from the date of this letter to avoid assessment of additional fines and/or other action as outlined below in the Table of Fines. Pursuant to the District's Amended & Restated Resolution Regarding Policies, Procedures & Penalties for the Enforcement of the Governing Documents, you have the right to request a hearing. In the event you elect to request a hearing you must do so, in writing, within 10 days upon receipt of this notice. You may submit your hearing request to [<Company.Email>].

Table of Fines (Continuous Violations):  
First Notice of Ongoing Violation: \$75.00  
Second Notice of Ongoing Violation: \$100.00  
Daily Fine Notice: Up to \$100.00 per day

Any violation of the Governing Documents may be turned over to legal counsel for legal action at any time, as may be appropriate.

If you choose not to request a hearing and plan on -please remitting payment, in the amount of [<ComplianceSequence.Fine>], to [<Company.Name>] c/o [<CompanyLocation.Name>], [<CompanyLocation.Address>], [<CompanyLocation.City State Zip>] within 30 days upon receipt of this notice, please let us know via email @xxxxx.com so that additional penalties do not accrue. If payment is not received within the given time period, the District will proceed with normal delinquency collection procedures.

Thank you for your cooperation in this matter.

Sincerely,

**Commented [LM1]:** Is this a fixed time period? If not, can we make it 14 days?

**Commented [JD2R1]:** This cure period is based upon the District Resolution Regarding Policies, Procedures and penalties for the Enforcement of the Governing Documents

**Commented [JD3R1]:** This Resolution may be amended by the Board of Directors if they choose

**Commented [LM4]:** This contradicts the above time frame.

**Commented [JD5R4]:** This is because the paragraph above is in reference to the covenant violation and timeframe to cure. Whereas this paragraph is in reference to payment collection for the fines assessed.

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For the [<Company.Name>] Board of Directors



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[<ResidentContact.SP Resident Contact Block>]

Subject: [<Company.Name>], [<Compliance.Type>]  
**Account # [<Resident.Resident Key>], [<Unit.Unit Address>]**

**ONGOING VIOLATION & FINE NOTIFICATION**

[<TodaysDateMonth>]

Dear [<ResidentContact.First Name>] [<ResidentContact.Last Name>],

It has come to the attention of the District that a violation of the [<Company.Name>] [<CompanyRule.Document Source>] is still occurring at the above referenced address. Specifically the violation includes:

**[<Compliance.Violation>]**

Previous letters have been sent requesting that action be taken to resolve this issue.

Since the violation is continuing to occur or has not been corrected, your account is being assessed a \$[<ComplianceSequence.Fine>] fine. In addition, the violation must be corrected to avoid assessment of additional fines and or other action as outlined below in the Table of Fines. Please communicate any arrangements to correct this violation via email to [<Company.Email>].

Table of Fines (Continuous Violations):  
Second Notice of Ongoing Violation: \$100.00  
Daily Fine Notice: Up to \$100.00 per day

*Any violation of the Governing Documents may be turned over to legal counsel for legal action at any time, as may be appropriate.*

Please remit payment, in the amount of [<ComplianceSequence.Fine>], to [<Company.Name>] c/o [<CompanyLocation.Name>], [<CompanyLocation.Address>], [<CompanyLocation.City State Zip>] within 30 days upon receipt of this notice. If payment is not received within the given time period, the District will proceed with normal delinquency collection procedures.

Thank you for your cooperation in this matter.

Sincerely,

[<CompanyLocation.Name>]  
For the [<Company.Name>] Board of Directors



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[<ResidentContact.SP Resident Contact Block>]

Subject: [<Company.Name>], [<Compliance.Type>]  
Account # [<Resident.Resident Key>], [<Unit.Unit Address>]

**ONGOING VIOLATION & FINE NOTIFICATION**  
**SECOND NOTICE**

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[<TodaysDateMonth>]

Dear [<ResidentContact.First Name>] [<ResidentContact.Last Name>],

~~We have sent previous letters to you informing you of aIt has come to the attention of the District that a violation of the [<Company.Name>] [<CompanyRule.Document Source>] which is still occurring at the above referenced address. If this violation has been cured, kindly email us at XXXX.com. The Specifically the violation includes:~~

[<Compliance.Violation>]

~~Previous letters have been sent requesting that action be taken to resolve this issue.~~

~~Please note that Since the violation is continuing to occur or has not been corrected, your account is being assessed a \$[<ComplianceSequence.Fine>] fine for failure to cure the above violation. In addition, the violation must be corrected to avoid assessment of additional fines and or other action as outlined below in the Table of Fines. Please communicate any arrangements to correct this violation via email to [<Company.Email>].~~

Table of Fines (Continuous Violations):  
Second Notice of Ongoing Violation: \$100.00  
Daily Fine Notice: Up to \$100.00 per day

*Any violation of the Governing Documents may be turned over to legal counsel for legal action at any time, as may be appropriate.*

Please remit payment, in the amount of [<ComplianceSequence.Fine>], to [<Company.Name>] c/o [<CompanyLocation.Name>], [<CompanyLocation.Address>], [<CompanyLocation.City State Zip>] within 30 days upon receipt of this notice. If payment is not received within the given time period, the District will proceed with normal delinquency collection procedures.

Thank you for your cooperation in this matter.

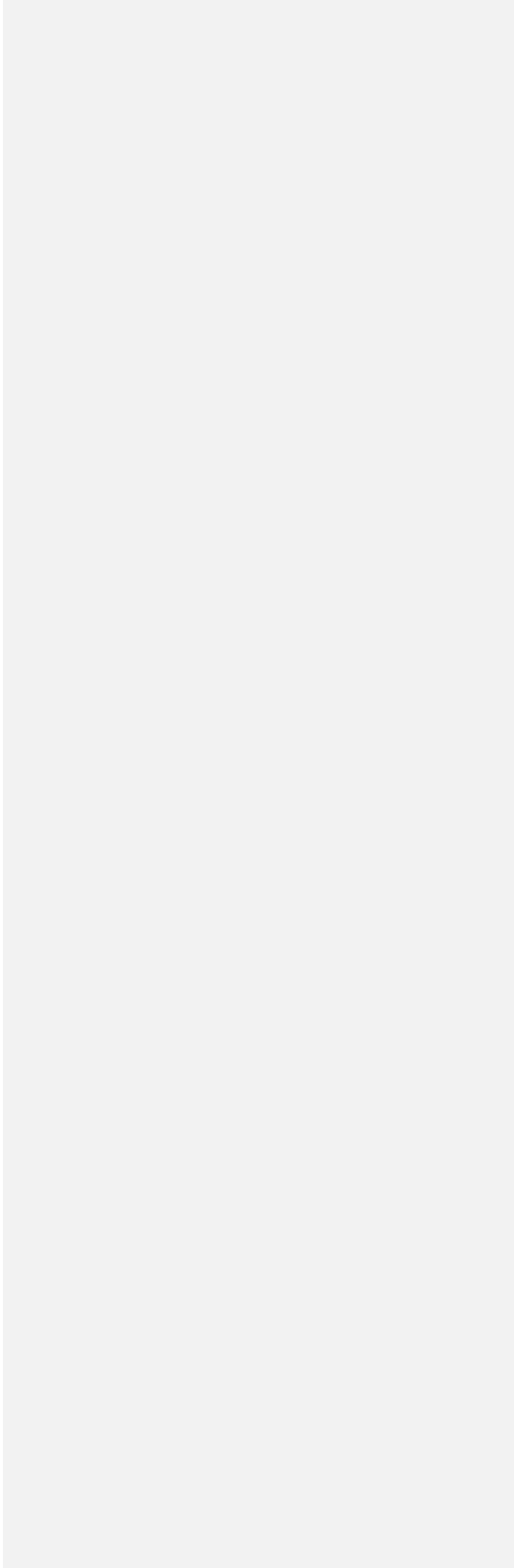
Sincerely,



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For the [<Company.Name>] Board of Directors





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[<ResidentContact.SP Resident Contact Block>]

Subject: [<Company.Name>], [<Compliance.Type>]  
**Account # [<Resident.Resident Key>], [<Unit.Unit Address>]**

**2nd NOTICE OF ONGOING VIOLATION & FINE NOTIFICATION**

[<TodaysDateMonth>]

Dear [<ResidentContact.First Name>] [<ResidentContact.Last Name>],

It has come to the attention of the District that a violation of the [<Company.Name>] [<CompanyRule.Document Source>] is still occurring at the above referenced address. Specifically the violation includes:

**[<Compliance.Violation>]**

Previous letters have been sent requesting that action be taken to resolve this issue.

Since the violation is continuing to occur or has not been corrected, your account is being assessed a \$[<ComplianceSequence.Fine>] fine. In addition, the violation must be corrected to avoid assessment of additional fines and or other action as outlined below in the Table of Fines. Please communicate any arrangements to correct this violation via email to [<Company.Email>].

Table of Fines (Continuous Violations):  
Daily Fine Notice: Up to \$100.00 per day

*Any violation of the Governing Documents may be turned over to legal counsel for legal action at any time, as may be appropriate.*

Please remit payment, in the amount of [<ComplianceSequence.Fine>], to [<Company.Name>] c/o [<CompanyLocation.Name>], [<CompanyLocation.Address>], [<CompanyLocation.City State Zip>] within 30 days upon receipt of this notice. If payment is not received within the given time period, the District will proceed with normal delinquency collection procedures.

Thank you for your cooperation in this matter.

Sincerely,

[<CompanyLocation.Name>]  
For the [<Company.Name>] Board of Directors



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[<ResidentContact.SP Resident Contact Block>]

Subject: [<Company.Name>], [<Compliance.Type>]  
**Account # [<Resident.Resident Key>], [<Unit.Unit Address>]**

**2nd NOTICE OF ONGOING VIOLATION & FINE NOTIFICATION**

[<TodaysDateMonth>]

Dear [<ResidentContact.First Name>] [<ResidentContact.Last Name>],

Several letters have been sent to you requesting that action be taken to resolve this the violation which has been reported to the . It has come to the attention of the District, that a violation of the [<Company.Name>] [<CompanyRule.Document Source>] is still occurring at the above referenced address. Specifically the violation includes:

**[<Compliance.Violation>]**

Previous letters have been sent requesting that action be taken to resolve this issue.

Since the violation is continuing to occur or has not been corrected, yYour account is being assessed a \$[<ComplianceSequence.Fine>] fine as this violation has not been cured. In addition, the violation must be corrected to avoid further assessment of additional fines and/or other action(s) as outlined below in the Table of Fines. Please communicate any arrangements to correct this violation via email to [<Company.Email>].

**Table of Fines (Continuous Violations):**  
Daily Fine Notice: Up to \$100.00 per day

***Any violation of the Governing Documents may be turned over to legal counsel for legal action at any time, as may be appropriate.***

Please remit payment, in the amount of [<ComplianceSequence.Fine>], to [<Company.Name>] c/o [<CompanyLocation.Name>], [<CompanyLocation.Address>], [<CompanyLocation.City State Zip>] within **30 days upon receipt of this notice**. If payment is not received within the given time period, the District will proceed with normal delinquency collection procedures, which may include XXXXXXXX.

Thank you for your cooperation in this matter.

Sincerely,

[<CompanyLocation.Name>]  
For the [<Company.Name>] Board of Directors



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**Commented [LM1]:** Why does this say 2nd when the name of the document is 3rd Fine?

**Commented [JD2R1]:** Because the sequence of continuous violations include:  
Notice of Continuous Violation (1<sup>st</sup> fine = \$50)  
First Notice of Ongoing Violation (2<sup>nd</sup> fine = \$75)  
Second Notice of Ongoing Violation (3<sup>rd</sup> fine = \$100)

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[<ResidentContact.SP Resident Contact Block>]

[<TodaysDateMonth>]

### DAILY FINE NOTICE

Subject: [<Company.Name>], [<Compliance.Type>]  
**Account #: [<Resident.Resident Key>], [<Unit.Unit Address>]**

Dear [<ResidentContact.First Name>] [<ResidentContact.Last Name>],

It has come to the attention of the District that an ongoing violation of the [<Company.Name>] [<CompanyRule.Document Source>] continues to occur at the above mentioned address. The violation specifically consists of the following:

***[<Compliance.Violation>]***

As a result of the continued infraction, a **\$[<ComplianceSequence.Fine>] daily fine** has been approved to begin being assessed to your account immediately. Please submit payment in the amount of the current balance owed to the [<Company.Name>] c/o [<CompanyLocation.Name>], [<CompanyLocation.Address>], [<CompanyLocation.City State Zip>], no later than 30 days from the date of this letter. If payment is not received within the given time period, the District may proceed with normal delinquency collection procedures.

Please be advised that the daily fine will continue to be assessed to your account as long as the violation continues or until the District turns your account over to the attorney for legal action. You are encouraged to take action to correct this violation and/or communicate to Management, in writing, your plan to correct this violation via email to [<Company.Email>].

Thank you for your cooperation in this matter.

Sincerely,

[<CompanyLocation.Name>]  
For the [<Company.Name>] Board of Directors



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[<ResidentContact.SP Resident Contact Block>]

[<TodaysDateMonth>]

**DAILY FINE NOTICE**

Subject: [<Company.Name>], [<Compliance.Type>]  
**Account #:** [<Resident.Resident Key>], [<Unit.Unit Address>]

Dear [<ResidentContact.First Name>] [<ResidentContact.Last Name>],

We are contacting with the hope that you will cure. It has come to the attention of the District that an the ongoing violation which has been reported by the District, of the [<Company.Name>] [<CompanyRule.Document Source>] and which continues to occur at the above mentioned address. The violation specifically consists of the following:

**[<Compliance.Violation>]**

**As a result of the continued infraction, a Your account will now immediately incur an approved daily fine of \$[<ComplianceSequence.Fine>] until which time the above violation has been cured. daily fine has been approved to begin being assessed to your account immediately. If you have already corrected the violation, please contact Westwind IMMEDIATELY to avoid any additional accrument of fines and/or penalties.**

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Please submit payment in the amount \$XX.XX of the current balance owed to the [<Company.Name>] c/o [<CompanyLocation.Name>], [<CompanyLocation.Address>], [<CompanyLocation.City State Zip>], no later than **30 days** from the date of this letter. If payment is not received within the given time period, the District may proceed with normal delinquency collection procedures such as XXXXX.

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**Please be advised that the daily fine will continue to be assessed to your account as long as the violation continues or until the District turns your account over to the attorney for legal action.**

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You are encouraged to take action to correct this violation **immediately** and/or **If you need assistance or additional time in which to cure the violation and/or remit payment, please contact Westwind to make arrangements, communicate to Management**, in writing, your plan to correct this violation via email to [<Company.Email>].

Formatted: English (United States)

Thank you for your cooperation in this matter.

Sincerely,

[<CompanyLocation.Name>]



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For the [<Company.Name>] Board of Directors



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[<ResidentContact.SP Resident Contact Block>]

Subject: [<Company.Name>], [<Compliance.Type>]  
**Account # [<Resident.Resident Key>], [<Unit.Unit Address>]**

**REPETITIOUS VIOLATION & FINE NOTIFICATION**

[<TodaysDateMonth>]

Dear [<ResidentContact.First Name>] [<ResidentContact.Last Name>],

It has come to the attention of the District that a violation of the [<Company.Name>] [<CompanyRule.Document Source>] is still occurring at the above referenced address. Specifically the violation includes:

**[<Compliance.Violation>]**

A letter was sent previously requesting that action be taken to resolve this issue.

Since the violation is continuing to occur or has not been corrected, your account is being assessed a \$[<ComplianceSequence.Fine>] fine. In addition, the violation must be corrected within 10 days from the date of this letter to avoid assessment of additional fines and or other action as outlined below in the Table of Fines. Pursuant to the District's Amended & Restated Resolution Regarding Policies, Procedures & Penalties for the Enforcement of the Governing Documents, you have the right to request a hearing. In the event you elect to request a hearing you must do so, in writing, within 10 days upon receipt of this notice. You may submit your hearing request to [<Company.Email>].

Table of Fines (Continuous Violations):  
Subsequent Notices of Repetitious Violations: \$50.00 per each offense

*Any violation of the Governing Documents may be turned over to legal counsel for legal action at any time, as may be appropriate.*

If you choose not to request a hearing, please remit payment, in the amount of \$[<ComplianceSequence.Fine>], to [<Company.Name>] c/o [<CompanyLocation.Name>], [<CompanyLocation.Address>], [<CompanyLocation.City State Zip>] within 30 days upon receipt of this notice. If payment is not received within the given time period, the District will proceed with normal delinquency collection procedures.

Thank you for your cooperation in this matter.

Sincerely,

[<CompanyLocation.Name>]  
For the [<Company.Name>] Board of Directors



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[<ResidentContact.SP Resident Contact Block>]

Subject: [<Company.Name>], [<Compliance.Type>]  
**Account # [<Resident.Resident Key>], [<Unit.Unit Address>]**

**REPETITIOUS VIOLATION ADDITIONAL FINE NOTIFICATION**

[<TodaysDateMonth>]

Dear [<ResidentContact.First Name>] [<ResidentContact.Last Name>],

It has come to the attention of the District that a violation of the [<Company.Name>] [<CompanyRule.Document Source>] is still occurring at the above referenced address. Specifically the violation includes:

**[<Compliance.Violation>]**

Previous letters have been sent requesting that action be taken to resolve this issue.

Since the violation is continuing to occur or has not been corrected, your account is being assessed a \$[<ComplianceSequence.Fine>] fine. In addition, the violation must be corrected to avoid assessment of additional fines and or other action as outlined below in the Table of Fines. Please communicate any arrangements to correct this violation via email to [<Company.Email>].

Table of Fines (Continuous Violations):

Subsequent Notices of Repetitious Violations: \$50.00 per each offense

*Any violation of the Governing Documents may be turned over to legal counsel for legal action at any time, as may be appropriate.*

Please remit payment, in the amount of [<ComplianceSequence.Fine>], to [<Company.Name>] c/o [<CompanyLocation.Name>], [<CompanyLocation.Address>], [<CompanyLocation.City State Zip>] within 30 days upon receipt of this notice. If payment is not received within the given time period, the District will proceed with normal delinquency collection procedures.

Thank you for your cooperation in this matter.

Sincerely,

[<CompanyLocation.Name>]  
For the [<Company.Name>] Board of Directors



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[<ResidentContact.SP Resident Contact Block>]

### NOTICE OF DISTRICT LEGAL ACTION

[<TodaysDateMonth>]

Subject: [<Company.Name>], [<CompanyRule.Chapter Reference>]  
**Account# [<Resident.Resident Key>], [<Unit.Unit Address>]**

Dear [<ResidentContact.First Name>] [<ResidentContact.Last Name>],

Pursuant to the [<Company.Name>] Amended & Restated Resolution Regarding Policies, Procedures, & Penalties for the Enforcement of the Governing Documents, the Board of Directors has approved sending the below covenant enforcement issue to the District's attorney for legal action/resolution.

The violation and requested resolution action consist of: **[<Compliance.Violation>]**

**All legal costs incurred will be the responsibility of the homeowner in violation.**

Thank you for your attention to this matter.

Sincerely,

[<CompanyLocation.Name>]  
For the [<Company.Name>] Board of Directors



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# **CONSENT AGENDA**

**Blackstone Metropolitan District**  
**SPECIAL MEETING OF THE BOARD OF DIRECTORS**  
**MINUTES**  
**April 16, 2024**

**I. ATTENDANCE & CALL TO ORDER**

Board Members in attendance were Perry Deeds, Lee McCall, and Lisa Monahan.

Also, in attendance were Clint Waldron (White Bear Ankele Tanaka & Waldron), Curtis Bourgouin (CliftonLarsonAllen LLP), Ben Zand (LandTech Contractors, LLC), Jordan Devine (Westwind Management Group, LLC), and members of the public. The meeting was called to order at 6:02 pm.

Upon motion duly made by Director Deeds, seconded by Director Monahan, upon vote, unanimously carried, the Board excused the absence of Director Liles.

**II. DISCLOSURE OF ANY CONFLICTS OF INTEREST** – 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. Mr. Waldron inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

**III. AGENDA REVIEW / UPDATES OR APPROVAL** – Director Deeds requested to add the purchase of apparel for the Social Committee members under VIII. COMMITTEE REPORTS c. Social. Upon motion duly made by Director Monahan, seconded by Director McCall, upon vote, unanimously carried, the agenda was approved as amended.

**IV. PUBLIC COMMENT**

Director McGoff announced his resignation from the Blackstone Metro District Board of Directors as he had moved from the community. The Board thanked him for his service.

**V. CONSENT AGENDA**

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

- a. Approve February 20, 2024, Special Meeting Minutes
- b. Approve and Ratify Payment of Claims in the amount of \$163,880.76
- c. Approve Engagement Letter with Wipfli to Prepare 2023 Audit

**VI. FINANCIAL REPORT**

- a. Mr. Bourgouin presented the financial statements updated as of February 29, 2024. Upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board accepted the financial statements as submitted by CliftonLarsonAllen LLP.
- b. Attorney Waldron provided an update on a notice received from the State concerning funds expected to be returned as a result of State backfill. Mr. Bourgouin noted that receipt of these funds will not require a budget amendment.
- c. There were no other financial matters.

**VII. LANDSCAPE REPORT**

- a. Ben Zand, Account Manager with LandTech Contractors, LLC, reported on recent landscape activities, including the removal of ice melt buckets, scheduled weed application, detention pond cleanup, plans to remove gator bags, activation of the irrigation system, and upcoming mowing plans.
  - 1. Mr. Zand reported conducting a recent drive-through of the community to audit the trees, noting they were in good condition.

## VIII. COMMITTEE REPORTS

- a. Landscape Committee
  - 1. Capital Projects
    - 1. Median and Entryway Project Updates – Carol Hesketh presented updates. Director McCall inquired about turf replacement by Singing Hills Landscape, which was confirmed to be in progress. Director Monahan inquired about flowers, and LandTech confirmed that flowers had been ordered for delivery during the third week of May 2024.
    - 2. Update on Presentation for Design Plans – Carol Hesketh confirmed a scheduled meeting with White Bear Ankele Tanaka & Waldron and Westwind Management to review the RFP for median design plans. Upon motion duly made by Director Monahan, seconded by Director Deeds, upon vote, unanimously carried, the Board approved proceeding with RFPs for the median design plans so long as there was no cost to the District.
- b. Architectural / Design Review
  - 1. Committee Member Appointments – The Board deliberated on appointing a Director liaison for the committee. Upon motion duly made Director McCall, seconded by Director Deeds, upon vote, unanimously carried, Director Monahan was appointed as the Board liaison for the Architectural Review Committee. Upon motion duly made by Director Monahan, seconded by Director McCall, upon vote, unanimously carried, the Board tabled the appointment of new committee members.
  - 2. Review Resolution Delegating Architectural Authority and Establishing Architectural Review Committee – The Board reviewed the First Amended and Restated Resolution of the Board of Directors Delegating Architectural Authority and Establishing Architectural Review Committee [ADD APPROVAL]
- c. Social Committee – Director Deeds presented recent updates.
  - 1. Committee Member Appointments – Upon motion duly made by Director McCall, seconded by Director Deeds, upon vote, unanimously carried, the Board appointed the following committee members to the Social Committee:
    - a. Jeanne Schwab
    - b. Kathy Morgan
    - c. Kelly James
    - d. Shannon Fiala

- e. Teresa Moore
  - f. Julie Nichols
  - g. Tasha Jones
2. The Board deliberated on the use of Facebook for the Blackstone Metro District Social Committee. It was emphasized that the use of a private social media platform does not represent the Board. The committee agreed to change the page name to 'Blackstone Social Committee Events'.
  3. The Board reviewed a request from the committee to purchase apparel for its members. Upon motion duly made by Director Monahan, seconded by Director Deeds, upon vote, unanimously carried, the Board authorized the purchase of committee apparel, with discretion granted to Director Deeds.
  4. Other – The Social Committee requested authorization to place flyer boxes in the community for the publication of community events. Upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board granted authorization to place flyer boxes on District property for distributing community event information. Additionally, the Social Committee requested to purchase and install American Flags. Upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board authorized the display of American Flags on appropriate holidays and requested that the Social Committee draft and share their parameters for the flags' intended use.

#### **IX. LEGAL REPORT**

- a. Attorney Waldron presented a memorandum regarding the Governor's Office of Information Technology standards for digital accessibility.
- b. The Board discussed electoral authorization.
- c. There were no other legal matters to discuss.

#### **X. MANAGEMENT REPORT**

- a. Ms. Devine presented the District Management Report.
- b. The Board reviewed an estimate for a bollard light replacement at Canyon Park. Upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the estimate for the bollard replacement was approved.
- c. Ms. Devine discussed the safety and loss prevention grant available to the District with the Board.
- d. The Board examined the March 2023 playground inspection report by Rocky Mountain Playground Services. Upon motion duly made by Director McCall, seconded by Director Deeds, upon vote, unanimously carried, the Board authorized the repair and replacement of top priority items, pending receipt of cost and timeline.
- e. The Board reviewed the Delinquency and Compliance Report and discussed the potential amendment of the District design guidelines to incorporate pre-approved storage sheds.

Following a motion by Director Monahan, seconded by Director Deeds, and unanimously approved by vote, the Board decided to proceed with investigating the inclusion of pre-approved storage sheds in the District guidelines, with input from Westwind Management.

- f. Other Management Matters
  1. Ms. Devine reported observing white marks on the stone entrances of the community and outlined plans to address the issue.
  2. Ms. Devine asked the Board of Directors to confirm their interest in exploring lighting options for the community mailbox units. The Board provided direction to obtain 1-4 alternative light fixture options.

#### **XI. OTHER BUSINESS**

- a. Director McCall and Attorney Waldron discussed the potential collaboration with Cherry Creek Schools for the playground at Woodland Elementary. The Board agreed that Director McCall would gather more information on the process and report back.
- b. The Board discussed access to playgrounds for individuals with alternative mobility needs.
- c. The Board discussed the vacant Director position, the process and timeline for acquiring applicants, and the appointment of officers. Upon motion duly made by Director Monahan, seconded by Director McCall, upon vote, unanimously carried, the Board appointed Director McCall as the interim Board president.
- d. The Board discussed options for hosting hybrid District meetings.

#### **XII. PUBLIC COMMENT**

- a. Kathy Morgan reported on available ADA grants through the City of Aurora, confirmed that a representative from the city would attend the next Social Committee meeting, and inquired about SARIA. Attorney Waldron provided a brief historical review of SARIA funding, the District's service plan, and contractual obligations.

#### **XIII. ADJOURNMENT**

- a. Upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board adjourned the meeting at 8:35 pm.

Minutes approved: \_\_\_\_\_ Date: \_\_\_\_\_

**Blackstone Metropolitan District**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**MINUTES**  
**May 21, 2024**

**I. ATTENDANCE & CALL TO ORDER**

Board Members in attendance were Perry Deeds, Lisa Monahan, and Marty Liles.

Also, in attendance were Clint Waldron (White Bear Ankele Tanaka & Waldron), Curtis Bourgouin (CliftonLarsonAllen LLP), Ben Zand (LandTech Contractors, LLC), Jordan Devine (Westwind Management Group, LLC), and members of the public. The meeting was called to order at 6:00 pm.

**II. DISCLOSURE OF ANY CONFLICTS OF INTEREST** – 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. Mr. Waldron inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

**III. AGENDA REVIEW / UPDATES OR APPROVAL** – Ms. Devine requested to remove approval of the April 16, 2024, Special Meeting Minutes from the Consent Agenda. Director Deeds requested to move item VII. VACANT DIRECTOR POSITION to IV. and to add a discussion on recording District Board meetings to XIII. OTHER BUSINESS. c. Director Monahan requested to add the appointment of Architectural Review Committee members to IX. COMMITTEE REPORTS, b. 1. Upon motion duly made by Director Liles, seconded by Director Deeds, upon vote, unanimously carried, the agenda was approved as amended.

**IV. VACANT DIRECTOR POSITION**

- a. The Board considered applicants for the vacant Director position and asked those present to introduce themselves and explain their reasons for running for the Board of Directors.
- b. Following discussion, upon motion duly made by Director Liles, seconded by Director Monahan, upon vote, unanimously carried, the Board appointed Brent Johnston to the Blackstone Metro District Board of Directors.
- c. The Board discussed the appointment of officers. Upon motion duly made by Director Monahan, seconded by Director Liles, upon vote, unanimously carried, the Board appointed Director Deeds as President. Upon motion duly made by Director Deeds, seconded by Director Monahan, upon vote, unanimously carried, the Board appointed Director Liles as Treasurer.

**V. PUBLIC COMMENT**

- An owner requested that the Board prioritize debt repayment over additional projects and expressed dissatisfaction with the \$2M spent on common area improvements without homeowner approval. They also criticized the 2024 budget's 11% allocation to the ARI Levy for SARIA, arguing that the funds should benefit the Metro District and asked the Board to investigate reducing this contribution. Lastly, they requested that the \$515K budgeted for capital projects in 2024 be redirected to debt repayment unless 67% of homeowners approve the expenditure.



- An owner expressed agreement with the concerns raised by the previous owner. The Board agreed to hold a special meeting to provide community members with information about SARIA.

#### **VI. CONSENT AGENDA**

The Board asked to exclude items b. Ratification of the November 7, 2023, Special Meeting Minutes and d. Ratification of the Resolution Approving Service Plan Amendment from the Consent Agenda, along with item a. Approval of the April 16, 2024, Special Meeting Minutes. Upon motion duly made by Director Monahan, seconded by Director Deeds, upon vote, unanimously carried, the Board approved the consent agenda items as follows:

- Approve and Ratify Payment of Claims in the amount of \$137,024.12

#### **VII. ACKNOWLEDGE RESIGNATION OF DIRECTOR MCCALL**

The Board acknowledged the resignation of Director McCall from the Blackstone Metro District Board of Directors.

#### **VIII. FINANCIAL REPORT**

- Mr. Bourgouin presented the financial statements updated as of April 30, 2024. Upon motion duly made by Director Monahan, seconded by Director Liles, upon vote, unanimously carried, the Board accepted the financial statements as submitted by CliftonLarsonAllen LLP.
- The review of the 2023 Audit was tabled to June 2024 because the 2023 audit was not yet available for consideration.
- Mr. Bourgouin informed the Board about the availability of two credit cards, one of which was previously held by Lee McCall, and asked if another Director would like to become the second cardholder. The discussion was tabled until June 2024.

#### **IX. LANDSCAPE REPORT**

- Ben Zand, Account Manager with LandTech Contractors, LLC, reported on recent landscape activities, including annual color planting schedule, mulch refreshment, fertilization at Country Club and Hilltop Parks, adjustment of the mowing schedule to the end of the week, upcoming tree warranty inspection, and emphasis on weed management prioritization. Mr. Zand was tasked with providing a report on the tree warranty drive, particularly focusing on the success of tree species across different areas of the community. An owner expressed the desire for more mature trees along Monahan Road and advocated for beauty band mowing. The Board also raised concerns about the lack of immediate cleanup after mowing, uncut weeds, and requested an update on the pre-emergent turf application. Following discussion, upon motion duly made by Director Monahan, seconded by Director Liles, upon vote, unanimously carried, the Board agreed to move the LANDSCAPE REPORT before the first Public Comment section for future Board meetings.

#### **X. COMMITTEE REPORTS**

- Landscape Committee
  - Capital Projects
    - Median and Entryway Project Updates – Ms. Hesketh provided updates, noting the final walk-through with the vendor, during which irrigation and shrub issues were identified. She mentioned that LandTech was aiding in

resolving the irrigation issues and highlighted that an official punch list had not yet been received.

2. The review of the punch list and authorization of the notice for final payment was tabled to a later date due to the unavailability of the official punch list.
3. The consideration of Change Order No. 5 was tabled due to changes in the project's completion date.
4. Ms. Hesketh also notified the Board about a water-wise presentation offered by the city for community members. Additionally, the Board agreed to organize a special meeting with a guest presenter from the city to educate residents about water-wise landscaping. Director Monahan requested revised compliance letter templates from Westwind Management for the Board's review and consideration.

b. Architectural / Design Review

1. Committee Member Appointments – The Board deliberated on the appointment of Architectural Review Committee members. Upon motion duly made by Director Deeds, seconded by Director Liles, upon vote, unanimously carried, the Board appointed the following individuals to the Architectural Review Committee:

- Aaron Jones
- Kathy Morgan
- Tom Hesketh

c. Social Committee – Ms. Morgan presented recent updates.

**XI. LEGAL REPORT**

- a. Attorney Waldron presented the Streamline Master Services Agreement for consideration to the Board. Upon motion duly made by Director Monahan, seconded by Director Liles, upon vote, unanimously carried, the Board approved the master services agreement with Streamline.
- b. Attorney Waldron discussed the Resolution Adopting a Digital Accessibility Policy with the Board and proposed listing Westwind Management as the compliance officer. Upon motion duly made by Director Liles, seconded by Director Monahan, upon vote, unanimously carried, the Board adopted the Resolution Adopting a Digital Accessibility Policy.
- c. Attorney Waldron presented recent legislative changes.

**XII. MANAGEMENT REPORT**

- a. Ms. Devine presented the District Management Report.
- b. The Board reviewed estimates from Rocky Mountain Playground Services for risk management signs at Canyon and Hilltop Park.
- c. The Board reviewed estimates from Rocky Mountain Playground Services for playground repairs. These estimates, along with a previously reviewed estimate for risk management signs, were tabled for further discussion. Director Liles was asked to meet onsite with the vendor to discuss the estimates provided in more detail before a final decision was made.
- d. The Board reviewed the Delinquency and Compliance Report and sought additional clarification on the status of accounts with balances exceeding \$1,000.

e. Other Management Matters

1. Ms. Devine outlined the protocol for community communication, emphasizing the presentation of draft messages to the Board for review before distribution and the submission of emergency communications to the Board President for approval when necessary.

**XIII. OTHER BUSINESS**

- a. The Board discussed the current status of potential collaboration with Cherry Creek School for the Playground at Woodland Elementary.
- b. The Board also reviewed the progress regarding access to playgrounds for individuals with alternative mobility needs. Upon motion duly made by Director Monahan, seconded by Director Deeds, upon vote, unanimously carried, decided to table discussions on items a. and b. until further notice.
- c. The Board deliberated on potential options for recording and facilitating hybrid District meetings.
- d. The Board inquired about the process of acquiring individual District email addresses for each Director. White Bear Ankele Tanaka & Waldron confirmed they would follow up on this option.
- e. The Board deliberated on the potential attendance of two Directors at the 2024 SDA Conference. White Bear Ankele Tanaka & Waldron confirmed their intention to distribute the request to the Directors after the meeting.
- f. Director Deeds proposed the purchase of Blackstone Metro District polos for the Directors.
- g. The Board inquired about the current location of the warrantied shade sail for Country Club Park. Ms. Devine confirmed that it was stored in the District's storage unit.

**XIV. PUBLIC COMMENT**

- An owner listed several requests to the Board, which included prioritizing debt servicing over new projects, reconsidering fund allocations to SARIA, and seeking homeowner approval before proceeding with \$515K in capital expenditures, proposing that this amount be used to pay down the principal debt instead.
- An owner voiced frustration regarding taxes, District debt, and SARIA.

**XV. ADJOURNMENT**

- a. Upon motion duly made by Director Monahan, seconded by Director Deeds, upon vote, unanimously carried, the Board adjourned the meeting at 8:21 pm.

Minutes approved: \_\_\_\_\_ Date: \_\_\_\_\_

# **COMMITTEE REPORTS**

**CHANGE ORDER NO. 5**

Owner: Blackstone Metropolitan District                      Owner’s Project No.:  
 Engineer: Design Concepts CLA, Inc                              Engineer’s Project No.:  
 Contractor: Singing Hills Landscape, Inc.                      Contractor’s Project No.:  
 Project: Blackstone Entryways and Medians  
 AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION  
 Contract Name: CONTRACT (STIPULATED PRICE) (The “Contract”)  
 Date Issued: May 21, 2024                      Effective Date of Change Order: September 30, 2023

The Contract is modified as follows upon execution of this Change Order:

Description:

**Contractor and Owner hereby amend contract times for substantial completion and final payment as stated below**

Attachments:

**Singing Hills Landscape, Inc.’s document titled, “Blackstone Change Order Request.”**

**Change in Contract Times  
 (State Contract Times as either a specific date  
 or a number of days)**

Original Contract Times:	
Substantial Completion:	September 30, 2023
Ready for final payment:	October 30, 2023
Increase from previously approved Change Orders No.1 to No. 4	
Substantial Completion:	None
Ready for final payment:	None
Contract Times prior to this Change Order:	
Substantial Completion:	September 30, 2023
Ready for final payment:	October 30, 2023
Increase this Change Order:	
Substantial Completion:	April 12, 2024
Ready for final payment:	May 12, 2024
Contract Times with all approved Change Orders:	
Substantial Completion:	April 12, 2024

SECTION 941

Ready for final payment:	May 12, 2024
-----------------------------	--------------

Authorized by Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized by Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Proposal

Singing Hills Landscape, Inc.

**Client Name:** White Bear Ankele**Project Name:** Blackstone MD/DC-IC23 Change Order**Jobsite Address:** 7777 South Country Club Parkway Aurora,  
Colorado 80016**Billing Address:** 2154 East Commons Avenue Suite 2000  
Littleton, Colorado 80122**Estimate ID:** EST3916922**Date:** Nov 08, 2023

Thank you for the opportunity to provide this proposal! The proposal includes materials, labor, taxes and fees to provide and install the items listed below. Please feel free to call us with questions or revisions.

<b>C.O. 1 Down Light Per Column (10 Columns)</b>	<b>\$5,981.59</b>
--	-------------------

Installation of (1) one cap light per newly installed column.

Includes (10) total cap lights:

4 at Powhatan Rd & E Mineral Dr

2 at Smoky Hill Pkwy & S Blackstone Pkwy

4 at County Line Rd & S Blackstone Pkwy

<b>Estimate Total</b>	<b>\$5,981.59</b>
-----------------------	-------------------

Full amount is due and payable upon substantial completion of the work. Any and all deviations from the above specifications involving extra or exchanged materials, or additional labor will be executed only upon written orders for the same. All agreements must be made in writing for the protection of both parties. Any surplus material belongs to Singing Hills Landscape, Inc. **Contract amount is due in full upon substantial completion.** The Contractor and the Client agree that substantial completion is defined as: the landscape is functional, (even if minor items remain to be completed), and the landscape is at least 95% complete. The Contractor will complete all punch list and warranty items in an expeditious manner.

Projects that take longer than three weeks will be billed by the end of each month for all work completed to date. Payments to be made by check, payable to **Singing Hills Landscape**. Credit card payments may be accepted on projects \$5,000 or less. A finance charge of 1.5% per month (18% APR) will be charged on all past due accounts.

Buyer's right to cancel: If this agreement was solicited at your residence and you do not want the goods and/ or services, you may cancel this agreement by mailing notice to the seller. The notice must state that you do not want the goods and/ or services and must be mailed before midnight on the third business day after you sign this agreement. The notice must be mailed to Singing Hills Landscape, Inc. 16797 E 2<sup>nd</sup> Ave, C-102 Aurora, CO 80011

This contract represents the entire understanding of the parties hereto. There are no written or oral understandings or representations in addition to or modifying this contract. No other written or verbal agreements are recognized excepting signed Change Orders agreed to by both Contractor and Client. Purchaser acknowledges receipt of an exact copy of this contract. This proposal is valid for 30 days and pricing may be revised thereafter.

Page 1 of 2

16797 E. 2nd Ave. Suite C-102  
Aurora, CO 80011

p. 303-343-4100  
f. 303-343-4111

www.singinghillsinc.com

SECTION 941

Adobe Acrobat Reader has a "Fill and Sign" function that you may use to add a signature to the pdf, save a copy, and email the entire signed pricing proposal as acceptance for the project. If this option is not available to you, please be sure to return an entire copy of the signed proposal, not just the signature page.

**Marketing Release**

It is my pleasure to give permission to Singing Hills Landscape, Inc. to feature the aforementioned property in marketing materials, including but not limited to: photos, brochures, and the Excellence in Landscape (or other) award program(s).

I am willing to provide a testimonial and/or be used as a reference. (Check box if willing.)

Estimate authorized by: \_\_\_\_\_  
Company Representative

Estimate approved by: \_\_\_\_\_  
Customer Representative

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_



# **LEGAL REPORT**

**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
BLACKSTONE METROPOLITAN DISTRICT**

**ADOPTING A PROCUREMENT POLICY**

---

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

WHEREAS, pursuant to § 32-1-1001(1)(d), C.R.S., the Board of Directors of the District (the “**Board**”) is authorized to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(h) C.R.S., the Board shall have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, in order to implement the services, programs, and facilities of the District in a timely, efficient, and effective manner, the Board has developed and desires to adopt a procurement policy.

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

1. Adoption of Procurement Policy. The District hereby adopts the Procurement Policy set forth in Exhibit A, attached hereto and incorporated herein by this reference, as may be amended from time to time.

2. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution or the Procurement Policy is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

3. Term. This Resolution and the Procurement Policy shall become effective immediately and shall supersede any previously adopted resolution or policy of the District related to the approval of Contracts and payment of Invoices (as those terms are defined in the Procurement Policy). The Procurement Policy shall remain in full force and effect until such time as it is amended, superseded, rescinded or repealed by the Board.

*[Signature page follows]*

ADOPTED JUNE 11<sup>TH</sup>, 2024.

**DISTRICT:**

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

By: \_\_\_\_\_  
Officer of the District

Attest:

By: \_\_\_\_\_

*Signature page to Resolution Adopting a Procurement Policy*

**EXHIBIT A**

(See attached 5 pages)

**BLACKSTONE METROPOLITAN DISTRICT  
AMENDED AND RESTATED PROCUREMENT POLICY  
(Adopted June 11, 2024)**

---

**1. GENERAL**

**a. Purpose.** Purchasing and contracting is to be accomplished in the best interests of the District, and is to be performed so as to secure for the District the greatest value considering cost, quality, delivery, service, and other considerations which reflect overall value comparisons. Stewardship of public funds is a fundamental responsibility of local government. The public must have confidence that public funds are spent prudently and transparently on its behalf, with proper planning and evaluation, in a manner that is open and fair to all.

**b. Applicability.** This Policy applies to publicly funded expenditures entered into by and on behalf of the District for the purchase of goods or services. The provisions of this Policy related to Contract approval do not apply to professional service contracts (legal, accounting, auditing, etc.), intergovernmental agreements, memorandum of understanding, the purchase, sale, or lease of real property, or grants awarded.

**c. Authority.** The authority to procure and pay for goods or services for the District rests with the Board and may be carried out as set forth in this Policy, in accordance with applicable laws, rules, regulations, and procedures relating to the expenditures of public funds. No individual may contract or make purchases on behalf of the District unless duly authorized by the Board.

**d. Fiduciary Obligation.** Each Director has a general, common-law fiduciary obligation to the District. As a fiduciary, the Director has the duty to exercise the utmost good faith, business sense, and astuteness when approving Contracts or Invoices pursuant to this Policy.

**e. Subdivision prohibited.** No Contract or purchase may be subdivided to avoid the requirements of this Policy.

**f. Payments.** Payments to vendors or contractors are to be expedited whenever possible in order to realize discounts and enhance the District's reputation as a responsible customer.

**g. Emergency Exception.** In an Emergency, the primary concern of the person in charge of the Emergency should be the health and safety of persons and property. The existence of such condition may create an immediate and serious need for supplies, services, or construction that cannot be met through normal procurement methods. Secondary consideration should be given to the amount of District funds necessary to adequately resolve the Emergency condition. Therefore, bidding requirements and the limits on the delegated authority are suspended in Emergency conditions. Emergency procurement shall be limited to only those supplies, services, or construction items necessary to meet the immediate Emergency.

**h. Deviation.** The Board may deviate from the procedures set forth in this Policy, in its sole and absolute discretion.

## 2. INTRODUCTION TO PUBLIC PROCUREMENT

Procurement in the public sector is the process through which a local government acquires goods and services. The terms “Procurement” and “Purchasing” are often used interchangeably. However, strictly speaking, “Purchasing” is only one of three stages of the public procurement cycle.

The three stages of public procurement are:

**a. Planning and Scheduling.** This stage includes defining the need, developing the means and methods to meet the need, including the method of source selection, assessing risks, and ensuring proper allocation of resources.

**b. Purchasing and Source Selection.** This stage represents the process through which qualified providers of goods and services are identified, solicited, evaluated, and ultimately selected. The method of source selection, dictated by the amount of the expenditure, is determined in the Planning and Scheduling stage.

**c. Contract Formation and Administration.** This stage includes confirmation of expected performance measures, finalization of terms and conditions and signature of authorized parties. This stage also includes post-award enforcement of the terms of the resulting contract, including payment of invoices and adherence to insurance, amendment and renewal requirements through contract completion.

The appropriate procurement process to be followed in any given circumstance is dependent upon a variety of factors. A conceptual framework for determining the appropriate process is summarized as follows:

**a.** The nature of the purchase dictates: (i) whether public competition is required; and (ii) whether additional approvals are required; and

**b.** The amount to be spent dictates: (i) who has the authority to make the purchase; (ii) what kind of competitive solicitation is required, if any; and (iii) who has the authority to sign the contract; and

**c.** Every purchase and sale, regardless of type or amount, must be memorialized in a written document that identifies the rights and obligations of both the buyer and the seller.

## 3. DEFINED TERMS

“*Authorized Directors*” means the president of the District and one additional Director of the District. **[CONFIRM WITH BOARD]**

“*Authorized Party*” means either the Authorized Directors or the District Manager, as the context requires, or any Director authorized by the vote of the Board to take action or expend funds.

“*Board*” means the Board of Directors of the District.

“*Contract*” means (a) a written agreement between two or more competent parties to perform a specific act or acts; (b) any type of agreement or arrangement regardless of what it is called for the procurement of goods or services or that obligates the District to pay a sum of money; and (c) a purchase order.

“*Director(s)*” means any current member(s) of the Board.

“*District*” means Blackstone Metropolitan District.

“*District Accountant*” means the accountant retained and engaged by the Board to provide accounting services to the District.

“*District Manager*” means the manager retained and engaged by the Board to provide management services to the District.

“*Emergency*” means any situation that constitutes an immediate threat to the health, welfare, or safety of persons or property, which would not allow sufficient time to consult with the Board or allow an Authorized Party or the Board to take action using the normal procurement methods set forth in this Policy.

“*Invoice*” means a bill for goods sold or services provided, containing individual prices, and the total charge.

“*Policy*” means this Blackstone Metropolitan District Amended and Restated Procurement Policy.

#### **4. REQUIREMENTS FOR BIDDING AND OBTAINING PRICE QUOTATIONS**

**a.** Purchases should be comparison shopped in order to achieve the lowest possible purchase price. Prudent management; however, indicates that at certain cost levels, the potential savings by bidding an individual purchase are offset by the increased costs and delays required to obtain multiple bids. This Policy attempts to balance the cost savings potential from receiving bids with the increased costs and delay associated with obtaining those bids. This Policy does not apply to construction contracts for work or materials, or both, involving an expense of \$120,000.00 or more of public moneys, which must be publicly noticed and bid.

**b.** An Authorized Party may choose to incorporate more rigid bidding requirements to the extent that the more rigid bidding requirements are economically feasible.

**c.** Some purchases are available only from single or limited sources due to: their nature (i.e., utilities); existing relationships (i.e. bank service charges); long-term contracts (i.e. fire protection); or unique physical requirements of District operations. If an Authorized Party is unable to obtain bids required under this Policy because of the need to use sole source providers, market conditions, etc., these circumstances should be documented unless pre-approved by the Board at a meeting.

**d.** Occasionally the Authorized Party may receive a low bid that for various reasons the Authorized Party may not want to accept. The Authorized Party is authorized to accept the lowest responsive and responsible bid, in its discretion.

**e.** The requirements for obtaining bids for the purchase of goods and services are shown in Table 1, below. **[CONFIRM AMOUNTS WITH BOARD]**

**TABLE 1**

<b>Estimated Cost of Item (Goods or Services)</b>	<b>Purchasing Method to Use</b>	<b>Position with Approval Authority</b>
<p align="center">\$0.01-\$ 4,999</p>	<p align="center">Written price quotes from <b>at least one vendor</b>. Price quotes must be written proposals from a representative of an established, viable vendor who is properly licensed to complete the work.  The purchaser may select the best source without seeking competitive quotes.</p>	<p align="center"><b>District Manager or Authorized Directors</b></p>
<p align="center">*\$5,000 - \$9,999</p>	<p align="center">Written price quotes from <b>at least two vendors</b>. Price quotes must be written proposals from a representative of an established, viable vendor who is properly licensed to complete the work.  May be waived for landscape proposals from the District's existing landscape contractor.</p>	<p align="center"><b>Authorized Directors</b> (District Manager notifies Board of expenditure approval)</p>
<p align="center">*\$10,000 and above</p>	<p align="center">Written price quotes from <b>at least three vendors</b>. Price quotes must be written proposals from a representative of an established, viable vendor who is properly licensed to complete the work.  May be waived for landscape proposals from the District's existing landscape contractor</p>	<p align="center"><b>Board of Directors Approved at a Board meeting</b></p>

\*NOTE: Colorado State Statutes require specific formal bid advertisements for “construction contracts for work or materials, or both” for \$120,000 or more.

**5. AUTHORITY FOR CONTRACT APPROVAL [CHANGE AMOUNTS IF CHANGED ABOVE]**

**a. Authority.** The Board is authorized to make all contracts necessary to exercise the District’s corporate and administrative powers and to establish policies and procedures regarding entering into such contracts. Through its policies and procedures, the Board may, as it does here, set forth standards by which to delegate its power to bind the District. Specifically, the Board authorizes the following:

i. The Board retains sole authority to enter into contracts on behalf of the District when the contract requirement is \$10,000 or more.

ii. The Authorized Directors are authorized to procure (that is, solicit, review, approve, execute and enter contracts for) goods or services with a contract requirement of less than \$10,000 when the expenditure is authorized in an approved budget.



iii. The District Manager is authorized to procure (that is, solicit, review, approve, execute and enter contracts for) goods or services with a contract requirement of **less than \$5,000** when the expenditure is authorized in an approved budget.

**b.** Prior to awarding or entering into a Contract pursuant to this Policy, the person authorized to award and approve such Contract shall confirm and verify:

i. The Contract has been reviewed and approved by general counsel to the District, the District Accountant, District Manager and/or engineer, as appropriate;

ii. Any payment required to be made under such Contract does not exceed the amounts appropriated under the line item for the category of expense set forth in the District's approved budgets (e.g., landscaping), to which the Contract reasonably relates. If the line item in the District's budget would be exceeded, the Contract must be approved by the Board at a meeting. *Every purchase order or contract is subject to the appropriation of necessary funds by the District Board on an annual basis, notwithstanding automatic renewal clauses or any other provisions extending the purchase or contract beyond the calendar year in which it is executed;* and

iii. The amount of the Contract does not exceed the amounts authorized to be approved as set forth in Table 1 and Section 5.a.

**c.** If the Authorized Directors disagree on whether a Contract should be approved, the Contract shall be presented to the full Board for discussion and action.

## **6. AUTHORITY FOR INVOICE APPROVAL**

**a.** The Board authorizes payment of Invoices so long as: (i) the Contract or expenditure has been approved in accordance with this Policy, or by the Board at a meeting; (ii) such payment does not result in exceeding the Contract amount, inclusive of any validly approved changes to the Contract; and (iii) any payment made does not exceed the amounts appropriated under the line item for the category of expense set forth in the District's approved budgets.

**b.** The Board hereby delegates and authorizes any **two (2) Directors** to approve the payment of Invoices. **[Confirm with Board]**

**c.** The District's Accountant is authorized and directed, without further approval by the Board, to pay Invoices for the following categories of expenditures:

i. Utilities (e.g. water, gas, and electricity);

ii. Payments required pursuant to intergovernmental agreements and bonds; and

iii. SDA membership, insurance policies, and director bonds.

## **7. APPROPRIATION**

**a.** Prior to executing any Contract or making payment of any Invoice, the person authorized to award and approve such Contract or Invoice shall verify with the District's accountant that sufficient funds are available within the District's accounts and are budgeted appropriately to pay such sums. All Contracts approved pursuant to this Policy are subject to appropriation and budget requirements in accordance with Colorado law.

## **8. PROHIBITIONS**

Notwithstanding any authorization in this Policy to the contrary, Directors of the District shall not:

- a.** Engage in a substantial financial transaction for their private business purposes with a person or company whom they oversee or supervise in the course of their official duties;
- b.** Perform an official act that is directly and substantially to the economic benefit of a business or other undertaking in which they either have a substantial financial interest or are engaged as counsel, consultant, representative, or agent;
- c.** Accept goods or services for their own personal benefit from a person who is at the same time receiving compensation for providing goods or services to the District, unless the totality of the circumstances related to the acceptance of the goods or services indicates that the transaction is legitimate, the terms are fair to both parties, the transaction is supported by full and adequate consideration, and the Director or employee does not receive any substantial benefit resulting from their official or governmental status that is unavailable to members of the public generally; or
- d.** Have a financial interest in any contract made by them in their official capacity, as set forth in Section 24-18-201, C.R.S, as may be amended from time to time.

# **OTHER BUSINESS**

# There's Still Time to Register for the 2024 SDA Annual Regional Workshops *...But Don't Delay!*

The SDA team and the law firm of Collins Cole Flynn Winn & Ulmer, PLLC are pleased to be hitting the road this month to bring you these lively and educational trainings. And this year we have revamped our curriculum to bring you new information!

These workshops apply to all types of districts and are sure to provide a wealth of valuable information for your district. We will cover a wide variety of important topics such as minutes, meeting formats, open meetings, conflicts of interests, public records, and CSD Pool programs to help your district be safer, just to name a few. On top of all this, we will give you the scoop on this year's legislative changes and how they affect your district. And, there will of course be plenty of time to answer all your questions, big or small.

Whether you are a Board member or district employee, a seasoned professional or brand new to your position, we will have something for everyone (don't forget these workshops are for all district types, not just Title 32 districts). **Did we mention that every attendee will also receive a copy of the 2024 SDA Board Member Manual and the legislative update for 2024?**

Having this many pertinent and

timely issues discussed all in one place is an opportunity you can't afford to miss! And, we'll be in your neck of the woods soon so make sure you sign up today for the workshop nearest you!

For more details and to complete the quick and easy registration process, please visit our website at [www.sdaco.org](http://www.sdaco.org). The cost is \$40 per person.

We can't wait to see you in a few weeks!

## EATON

**Friday, June 14**  
8:00 am-12:30 pm  
Eaton Area Park and  
Recreation District

## FOUNTAIN

**Monday, June 17**  
8:00 am-12:30 pm  
Fountain Sanitation District

## PARKER

**Tuesday, June 18**  
8:00 am-12:30 pm  
Parker Water and  
Sanitation District

## FREDERICK

**Thursday, June 20**  
8:00 am-12:30 pm  
Carbon Valley  
Recreation Center

## DURANGO

**Friday, June 21**  
8:00 am-12:30 pm  
Durango Fire Protection District

## EVERGREEN

**Monday, June 24**  
8:00 am-12:30 pm  
Evergreen Fire  
Protection District

## SALIDA

**Monday, June 10**  
8:00 am-12:30 pm  
The SteamPlant Event  
Center Riverside Annex

## CLIFTON

**Tuesday, June 11**  
8:00 am-12:30 pm  
Clifton Water District

## VAIL

**Wednesday, June 12**  
8:00 am-12:30 pm  
Vail Recreation District  
Golf and Nordic Clubhouse

## GRANBY

**Thursday, June 13**  
8:00 am-12:30 pm  
Grand Fire Protection District



# The **Top 10** Things to Remember for the **2024 SDA Annual Conference!**

It's hard to believe, but the 2024 SDA Annual Conference is right around the corner! We have been in Conference mode for the last several months, and while we have been busy organizing what is shaping up to be a dynamic three-day event, we have been thinking of important things to keep in mind as you make your plans to join us at the Keystone Conference Center, September 10-12.

We have narrowed down our list, and here are the top ten things to remember for this year's Annual Conference...

## #10

**Due to the huge benefits for all our attendees, we will once again be utilizing our hybrid format, with both an in-person and livestreaming option.**

Like last year, **our keynote presentations and breakout sessions will be livestreamed** to a convenient online platform that will provide access for those who would like to join us remotely. The keynotes and breakout sessions will also be recorded! And what's more, **these recordings will be available after Conference** so all attendees can go back and watch the sessions again, either as a refresher or to catch up on anything they missed.

## #9

**Conference will kick off early on Tuesday, and it will be a packed day!**

**We will begin first thing on Tuesday morning** with breakfast, the singing of the National Anthem, and the Presentation of the Colors. Immediately following these opening events, we are going to kick off the day with an entertaining and educational keynote speaker, **Pete Blank**. Pete will be sharing some enlightening lessons from popular TV shows on organizational culture. He'll have you laughing and learning at the same time!

**In addition, we will be celebrating this year's annual award winners on Tuesday at our Awards Luncheon.**

This is always a wonderful opportunity to recognize all our very deserving winners, and we are looking forward to it again this year! **Tuesday's lunch will also feature keynote speaker, Justin Forsett**. Many of you will remember Justin from his many years in the NFL, and he will be sharing his inspirational message on building resilient teams.

Tuesday will of course also feature breakout sessions and **three different Forums**, which leads us to the next item on our list...

## #8

**We are bringing back our Discussion Forums on Tuesday afternoon!**

We added this new feature to the schedule last year, and the dedicated time for focused conversations on specific topics was very valuable. **So, we are thrilled to offer these Forums again this year.** We are finalizing the details of the topics and our discussion leaders so keep an eye out for more details to come!

## #7

**Tuesday will wrap-up with our Opening Night Celebration! And this year we've turned it into a game night!**

**After a busy day, join us at our Opening Night Celebration and our new game night!** The casino tables were so popular last year that we will now feature them on Tuesday night, and we are bringing in even more tables! Plus, we'll have plenty of good food and even other games to play. As always, this will be a great way to unwind and visit with your fellow attendees after our full day.



## #6

Remember to pack your boots for Wednesday evening and our Boots and BBQ event!

This has been a huge hit the last several years so we are bringing it back again! Enjoy delicious BBQ and music on the beautiful Conference Center patio while you catch up with your colleagues from the special district world. We will also be joined by perennial favorite, **Randall McKinnon**.

## #5

Visit all of our exhibitors and sponsors and learn how they might be able to help your district.

As always, we are excited to be working with all our wonderful sponsors and exhibitors this year! Be sure to spend some time visiting with each of them and learning about their great services. **In addition to our numerous exhibitors and our Gold, Silver, and Bronze sponsors, we also have 16 Platinum Sponsors.** Below is the complete list for 2024:

- » Colorado Special Districts Property and Liability Pool
- » COLOTRUST
- » Community Resource Services of Colorado (CRS)
- » CSAFE
- » Highstreet TCW Risk Management
- » Colorado Employer Benefit Trust (CEBT)
- » Ramey Environmental Compliance
- » Collins Cole Flynn Winn & Ulmer, PLLC
- » Streamline
- » Gregory and Associates
- » Spencer Fane LLP
- » Fromm & Company LLC
- » Cockrel Ela Glesne Greher & Ruhland, PC (CEGR Law)
- » Pinnacle Consulting Group, Inc.
- » GovDeals
- » Alliance Association Bank

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



## #4

Don't miss the keynote speakers each day!

We have given you a sneak preview of who we will be joining us on Tuesday, but we also have an amazing lineup planned for Wednesday and Thursday (check out page 7 for a few more hints)! **We will highlight each keynote speaker in the July issue so watch for more to come.**

## #3

We have a full panel discussion dedicated to property tax issues scheduled for Thursday morning.

Given the ongoing and significant conversations around property tax issues, this year's schedule will include a full panel discussion dedicated to this ever-important topic. **This special presentation will be held on Thursday morning in the main ballroom**, and we are thrilled for the opportunity to dedicate time to focus on this issue. We are working on the specifics of this session so keep an eye out for additional details as they become available.

## #2

You will have over 40 breakout sessions to choose from!

As always, our schedule of breakout sessions will include **experts speaking on pertinent and timely issues for special districts of all types.** Be ready to take in the valuable and educational information all our breakout speakers will have to offer!

## #1

Registration opens in early July!

Registration will open in early July so watch your emails and the SDA website at [www.sdaco.org](http://www.sdaco.org) for more information as we get closer.

Now you know the scoop! All and all, we have a wonderful three-day event planned so mark your calendars, and **we will see you in Keystone, September 10-12!**

# Here's a Sneak Peek at the Keynote Speakers Who Will Be Joining Us at the 2024 SDA Annual Conference!

We have an amazing lineup of keynote speakers for this year's Annual Conference! We will have much more to come on each one (hint, hint: be sure to check out the July newsletter), but for now, here's a sneak peek at who will be joining us each day...

## Tuesday Keynote Breakfast



**Pete Blank**

**Achieve Your "Cultural Vision" through the Magic of "Tele Vision"**



## Tuesday Awards Luncheon and Keynote Speaker



**Justin Forsett**

**Greatness Grows Best in the Shadows: A Playbook for Building Resilient Teams**

## Wednesday Keynote Lunch



**Jon Petz**

**Rules for Amazement**

## Wednesday Keynote Breakfast



**Sarita Maybin**

**If You Can't Say Something Nice, What DO You Say?: Practical Solutions for Working Together Better**

## Thursday Keynote Breakfast



**John Sileo**

**Blockbuster Cybersecurity in a Zero-Trust World**