

BLACKSTONE METROPOLITAN DISTRICT

www.blackstonemetro.org

REGULAR MEETING OF THE BOARD OF DIRECTORS

Tuesday, August 20, 2024 | 6:00 pm

Blackstone Country Club (7777 South Country Club Parkway, Aurora, CO 80016)

AGENDA

I. ATTENDANCE & CALL TO ORDER

Board Members:

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

Management Representative: Beau McMahon (Brightstar)

District Consultants / Contractors: Clint Waldron (WBA), Curtis Bourgouin (CliftonLarsonAllen LLP), Ben Zand (LandTech), Jeffrey B. Smith (Altitude Law),

II. DISCLOSURE OF CONFLICTS OF INTEREST

III. AGENDA REVIEW / UPDATES OR APPROVAL

IV. LANDSCAPE MAINTENANCE REPORT

- a. Landscape Maintenance Report and Update on Approved Work Orders – Ben Zand, Account Manager, LandTech
- b. Consider Work Orders/Proposals
- c. Other Landscape Matters

V. ALTITUDE LAW

- a. Introduction from Jeffrey Smith

VI. PUBLIC COMMENT

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

VII. FINANCIAL REPORT

- a. Review Unaudited Financial Statements **(enclosure)**
- b. Discuss and Schedule Meeting to Discuss District Finances/Budget and Bonds
- c. Other Financial Matters

VIII. MANAGEMENT REPORT

- a. District Management Report
- b. Update on Management Transition
- c. Other Management Matters

IX. CONSENT AGENDA

The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board.

- a. Approve July 9, 2024 Special Meeting Minutes **(enclosure)**
- b. Approve July 16, 2024 Special Meeting Minutes **(enclosure)**
- c. Approve July 30, 2024 Special Meeting Minutes **(enclosure)**
- d. Approve and Ratify 2023 Annual Report **(enclosure)**
- e. Approve and Ratify Payment of Claims in the amount of \$67,869.99 **(enclosure)**
- f. Ratify Independent Contractor Agreement with Brightstar Management Group **(enclosure)**
- g. Ratify Independent Contractor Agreement with Davey Resource Group **(enclosure)**
- h. Ratify Software as a Service Agreement with Davey Resource Group **(enclosure)**

X. COMMITTEE REPORTS

- a. Landscape Committee
 - i. Capital Projects
 - 1. Final Acceptance of Blackstone Entryways and Medians **(enclosure)**
 - 2. Status of Singing Hills Reimbursement for Full Spectrum Lighting Electrical Work **(enclosure)**
 - ii. Water Wise Landscaping – Assessment and Rebates
- b. Architectural/Design Review
- c. Social Committee
- d. Website Committee

XI. LEGAL REPORTS

- a. Memorandum Regarding District Contracts
- b. Other Legal Matters

XII. DIRECTOR'S ITEMS

- a. Review Proposal for Equipment to Stream Board Meetings
- b. Discuss Board Packet Distribution Platforms
- c. Discuss District Sponsorship for Eagle Scout Project
- d. ARI Mill Levy/SARIA Discussion
 - i. Recap of SARIA Board Meeting
 - ii. Discuss Master Plan Number Three
 - iii. Discuss ARI Options
 - iv. Consider Authorizing Engagement of Special Counsel
- e. Tips for Being an Effective Board Member (**enclosure**)

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

XIV. OTHER BUSINESS

XV. ADJOURNMENT

August 2024 Report

Friday, August 9, 2024

Prepared For Blackstone Metropolitan District



Item 1

Country Club Park. Photo taken 8/9/2024.



Item 2

Hilltop Park.



Item 3
Canyon Park.



Item 4
East side of teardrop bed by the
Blackstone Pkwy and Mineral roundabout.



Item 5

West side of the teardrop bed.



Item 6

Blackstone Pkwy looking east.



Item 7

Country Club Pkwy median looking south.



Item 8

Country Club Pkwy looking north.



Item 9

Mineral Ave median looking southeast.



Item 10

Blackstone Pkwy median looking north.



Item 11

Mineral median looking west.



Item 12

Flowers near the Country Club in the median along Country Club Pkwy.



Item 13

Flowers in the Median along Mineral Ave.



Item 14

Flowers and shrubs at the Smokey Hill Entrance.

Item 15

Ongoing Services:

- Weekly servicing of the community, includes dog stations.
- Weekly irrigation checks/repairs and additional weed spraying.
- Monthly beauty band mowing of native grass.

Completed services:

- Final round of fertilization for the grass happened on 7/9/24.
- As of the meeting on the 20th, Landtech will have performed the second prune of the property.
- As of the meeting on the 20th, Landtech will have performed the line of sight clearance around stop signs. This is where we cut down some ornamental grasses to increase viability for vehicles.

Upcoming Services:

- You have one more full native mow of the property, this will likely occur in October.
 - The two fall clean-ups included in your contract will occur in October and November.
-

Sod Installation at Hilltop Park Eastern Entrance

Date 8/8/2024
Customer Blackstone Metropolitan District
Property Blackstone Metro District | 7777 S. Country Club Pkwy | Aurora, CO 80016
Billing Email curtis.bourgouin@claconnect.com

Dear Perry,

Landtech has provided the price below to demo and dispose of the existing native grass along the east entrance to your Hilltop Park, amend the soil with compost, and install Kentucky Blue Grass. We will import compost, till it in, and bring the area to grade as a part of the soil preparation. The scope of this work is shown below in the areas in red. This area does have an existing irrigation system, so Landtech will modify and adjust the irrigation to accommodate the new grass in this area at T & M rates. We will bill for this portion separately, but we anticipate it to only cost somewhere between \$500 - \$1,000 for the irrigation modifications.



Description

Demolition

Items	Quantity	Unit
Demo and Disposal of Existing Native	1.00	Flat

Demolition: \$3,454.00

Soil Preparation

Items	Quantity	Unit
Soil Prep - Importing/Tilling Compost and Bringing the Area to Grade	1.00	Flat

Soil Preparation : \$5,068.00

Installation of Kentucky Bluegrass

Items	Quantity	Unit
Kentucky Bluegrass	1.00	Flat

Installation of Kentucky Bluegrass: \$8,116.00

PROJECT TOTAL: \$16,638.00

Terms & Conditions

We appreciate your time in considering Landtech Contractors, LLC. for this project. If you should have any questions or require additional information, please do not hesitate to call. Price will be honored for 30 days from proposal date. Sales tax will be charged on selling price of all materials at local rates unless tax exempt.

By _____

Ben Zand

Date 8/8/2024

Landtech Contractors, LLC

By _____

Date _____

Blackstone Metro District

BLACKSTONE METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

JULY 31, 2024

**Blackstone Metro District
Balance Sheet - Governmental Funds
July 31, 2024**

	<u>General</u>	<u>Special Revenue</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Capital Projects - Regional Improvement</u>	<u>Total</u>
Assets						
Checking Account	\$ 24,345.33	\$ 87,537.51	\$ -	\$ 111,309.00	\$ 148,067.03	\$ 371,258.87
Colostrust	3,265,198.90	4,444.25	2,539,758.42	450,256.91	5,079.08	6,264,737.56
Accounts Receivable	-	292,637.27	-	-	-	292,637.27
Receivable from County Treasurer	23,335.28	-	17,440.87	-	3,020.95	43,797.10
Total Assets	<u>\$ 3,312,879.51</u>	<u>\$ 384,619.03</u>	<u>\$ 2,557,199.29</u>	<u>\$ 561,565.91</u>	<u>\$ 156,167.06</u>	<u>\$ 6,972,430.80</u>
Liabilities						
Accounts Payable	\$ 38,421.21	\$ 86,300.95	\$ -	\$ 111,309.00	\$ 148,067.03	\$ 384,098.19
Due to SARIA	-	-	-	-	8,100.03	8,100.03
Prepaid assessments	-	34,442.88	-	-	-	34,442.88
Total Liabilities	<u>38,421.21</u>	<u>120,743.83</u>	<u>-</u>	<u>111,309.00</u>	<u>156,167.06</u>	<u>426,641.10</u>
Fund Balances	<u>3,274,458.30</u>	<u>263,875.20</u>	<u>2,557,199.29</u>	<u>450,256.91</u>	<u>-</u>	<u>6,545,789.70</u>
Liabilities and Fund Balances	<u>\$ 3,312,879.51</u>	<u>\$ 384,619.03</u>	<u>\$ 2,557,199.29</u>	<u>\$ 561,565.91</u>	<u>\$ 156,167.06</u>	<u>\$ 6,972,430.80</u>

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

Blackstone Metro District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending July 31, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 1,529,464.00	\$ 1,503,523.91	\$ 25,940.09
Specific ownership taxes	91,768.00	63,649.87	28,118.13
Interest income	81,500.00	74,779.28	6,720.72
Other revenue	-	45,633.15	(45,633.15)
Total Revenue	<u>1,702,732.00</u>	<u>1,687,586.21</u>	<u>15,145.79</u>
Expenditures			
Accounting	60,500.00	42,333.58	18,166.42
Auditing	6,500.00	-	6,500.00
County Treasurer's Fee	22,942.00	23,226.06	(284.06)
Directors' fees	6,000.00	3,100.00	2,900.00
Director and meeting expense	2,000.00	-	2,000.00
Insurance	40,000.00	34,125.00	5,875.00
Legal	77,000.00	49,432.87	27,567.13
Miscellaneous	2,000.00	736.93	1,263.07
Payroll taxes	459.00	237.15	221.85
Website	1,500.00	2,276.76	(776.76)
Contingency	27,099.00	-	27,099.00
Total Expenditures	<u>246,000.00</u>	<u>155,468.35</u>	<u>90,531.65</u>
Other Financing Sources (Uses)			
Transfers to other fund	(1,262,233.00)	(90,314.75)	(1,171,918.25)
Total Other Financing Sources (Uses)	<u>(1,262,233.00)</u>	<u>(90,314.75)</u>	<u>(1,171,918.25)</u>
Net Change in Fund Balances	194,499.00	1,441,803.11	(1,247,304.11)
Fund Balance - Beginning	1,941,491.00	1,832,655.19	3,148,369.81
Fund Balance - Ending	<u>\$ 2,135,990.00</u>	<u>\$ 3,274,458.30</u>	<u>\$ 1,901,065.70</u>

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Blackstone Metro District
Special Revenue Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending July 31, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Operations fee (homeowners)	\$ 609,180.00	\$ 581,191.98	\$ 27,988.02
Operations fee (vacant lots)	2,976.00	10,456.00	(7,480.00)
Working capital	30,000.00	11,665.00	18,335.00
Design review fees	4,000.00	775.00	3,225.00
Legal collection fees	15,000.00	19,743.67	(4,743.67)
Violations and late fees	10,000.00	3,279.33	6,720.67
Interest income	800.00	824.10	(24.10)
Other revenue	10,000.00	12,101.22	(2,101.22)
Total Revenue	<u>681,956.00</u>	<u>640,036.30</u>	<u>41,919.70</u>
Expenditures			
Facilities management - contract	53,000.00	26,475.00	26,525.00
Facilities management - costs	25,000.00	11,185.36	13,814.64
Miscellaneous	5,000.00	1,976.92	3,023.08
Security	24,000.00	-	24,000.00
Irrigation repairs and improvements	50,000.00	13,410.65	36,589.35
Landscape improvements	50,000.00	-	50,000.00
Landscape maintenance - contract	399,900.00	166,625.00	233,275.00
Tree and shrub maintenance	25,000.00	-	25,000.00
Snow removal	35,000.00	-	35,000.00
Grounds maintenance	25,000.00	5,552.42	19,447.58
Holiday lighting	25,000.00	591.50	24,408.50
Lighting	10,000.00	2,247.00	7,753.00
Playground inspection and repairs	10,000.00	3,300.00	6,700.00
Water	160,000.00	69,264.92	90,735.08
Gas and electric	22,000.00	7,715.90	14,284.10
Community activities	60,000.00	35,381.39	24,618.61
Design review	10,000.00	3,280.00	6,720.00
Legal - collections	40,000.00	13,942.29	26,057.71
Trash collection	174,000.00	103,558.55	70,441.45
Contingency	37,100.00	-	37,100.00
Total Expenditures	<u>1,240,000.00</u>	<u>464,506.90</u>	<u>775,493.10</u>
Other Financing Sources (Uses)			
Transfers from other funds	563,144.00	55,000.00	508,144.00
Total Other Financing Sources (Uses)	<u>563,144.00</u>	<u>55,000.00</u>	<u>508,144.00</u>
Net Change in Fund Balances	5,100.00	230,529.40	(225,429.40)
Fund Balance - Beginning	20,400.00	33,345.80	6,154.20
Fund Balance - Ending	<u>\$ 25,500.00</u>	<u>\$ 263,875.20</u>	<u>\$ (219,275.20)</u>

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

SUPPLEMENTARY INFORMATION

Blackstone Metro District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending July 31, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 1,246,230.00	\$ 1,219,309.61	\$ 26,920.39
Specific ownership taxes	74,774.00	42,119.23	32,654.77
Interest income	66,500.00	69,409.30	(2,909.30)
Total Revenue	<u>1,387,504.00</u>	<u>1,330,838.14</u>	<u>56,665.86</u>
Expenditures			
County Treasurer's Fee	18,693.00	18,274.13	418.87
Paying agent fees	450.00	450.00	-
Bond interest	1,068,125.00	534,062.50	534,062.50
Bond principal	500,000.00	-	500,000.00
Contingency	12,732.00	-	12,732.00
Total Expenditures	<u>1,600,000.00</u>	<u>552,786.63</u>	<u>1,047,213.37</u>
Net Change in Fund Balances	(212,496.00)	778,051.51	(990,547.51)
Fund Balance - Beginning	1,768,482.00	1,779,147.78	1,690,980.22
Fund Balance - Ending	<u>\$ 1,555,986.00</u>	<u>\$ 2,557,199.29</u>	<u>\$ 700,432.71</u>

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Blackstone Metro District
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending July 31, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 22,000.00	\$ 16,978.02	\$ 5,021.98
Total Revenue	<u>22,000.00</u>	<u>16,978.02</u>	<u>5,021.98</u>
Expenditures			
Legal	15,000.00	-	15,000.00
Capital outlay	500,000.00	-	500,000.00
Entryways/roundabouts	-	52,035.86	(52,035.86)
Total Expenditures	<u>515,000.00</u>	<u>52,035.86</u>	<u>462,964.14</u>
Other Financing Sources (Uses)			
Transfers from other funds	699,089.00	35,314.75	663,774.25
Total Other Financing Sources (Uses)	<u>699,089.00</u>	<u>35,314.75</u>	<u>663,774.25</u>
Net Change in Fund Balances	206,089.00	256.91	205,832.09
Fund Balance - Beginning	450,000.00	450,000.00	450,000.00
Fund Balance - Ending	<u>\$ 656,089.00</u>	<u>\$ 450,256.91</u>	<u>\$ 655,832.09</u>

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Blackstone Metro District
Fund Financials - Capital Projects - Regional Improvement Fund
Fund Balances - Budget and Actual
For the Period Ending July 31, 2024

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
Revenues			
ARI - Aurora Regional Improvement Tax	\$ 353,816.00	\$ 350,933.73	\$ (2,882.27)
Total Revenue	<u>353,816.00</u>	<u>350,933.73</u>	<u>(2,882.27)</u>
Expenditures			
County Treasurer's Fee	5,307.00	5,264.83	(42.17)
Regional mill levy - Payment to SARIA	348,509.00	345,668.90	(2,840.10)
Total Expenditures	<u>353,816.00</u>	<u>350,933.73</u>	<u>(2,882.27)</u>
Net Change in Fund Balances	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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Blackstone Metropolitan District
Schedule of Cash Position
July 31, 2024
Updated as of August 09, 2024

	<u>General Fund</u>	<u>Special Revnue Fee Fund</u>	<u>Debt Service Fund GO Bonds</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Regional Imprvmt</u>	<u>Total</u>
<u>1st Bank - Checking</u>						
Balance as of 07/31/2024	\$ 24,345.33	\$ 87,537.51	\$ -	\$ 111,309.00	\$ 148,067.03	\$ 371,258.87
Subsequent activity:						
08/05/24 - Public Storage Autopay	-	(169.00)	-	-	-	(169.00)
08/05/24 - Check 4251: Isaac Points/Jakarta Band	-	(2,000.00)	-	-	-	(2,000.00)
08/06/24 - Transfer for HOA	-	109,000.00	-	-	-	109,000.00
08/06/24 - Director Fees	(1,507.10)	-	-	-	-	(1,507.10)
08/07/24 - Xcel Autopay	-	(607.90)	-	-	-	(607.90)
08/09/24 - 1st Bank CC pmt	-	(5,993.10)	-	-	-	(5,993.10)
<i>Anticipated Bill.com Payment</i>	<i>(14,478.99)</i>	<i>(90,226.84)</i>	<i>-</i>	<i>(111,309.00)</i>	<i>(148,067.03)</i>	<i>(364,081.86)</i>
<i>Anticipated Balance</i>	<u>8,359.24</u>	<u>97,540.67</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>105,899.91</u>
<u>Colotrust - Savings Account</u>						
Balance as of 07/31/2024	\$ 3,265,198.90	\$ 4,444.25	\$ 2,539,758.42	\$ 450,256.91	\$ 5,079.08	\$ 6,264,737.56
Subsequent activity:						
08/09/24 - Property Taxes	23,335.28	-	17,440.87	-	3,020.95	43,797.10
Surplus fund	-	-	(1,000,000.00)	-	-	(1,000,000.00)
<i>Anticipated Transfer to SARLA</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>(8,100.03)</i>	<i>(8,100.03)</i>
<i>Anticipated Balance</i>	<u>3,288,534.18</u>	<u>4,444.25</u>	<u>1,557,199.29</u>	<u>450,256.91</u>	<u>-</u>	<u>5,300,434.63</u>
<i>Total by fund</i>	<u>\$ 3,296,893.42</u>	<u>\$ 101,984.92</u>	<u>\$ 1,557,199.29</u>	<u>\$ 450,256.91</u>	<u>\$ -</u>	<u>\$ 5,406,334.54</u>

Yield Information:

Colotrust Prime (July 2024) - 5.2936%
Colotrust Plus (July 2024) - 5.4221%

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BLACKSTONE METROPOLITAN DISTRICT
Property Taxes Reconciliation
2024

	Current Year										Prior Year		
	Property Taxes	Delinquent Taxes, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Senate Backfill	Net Amount	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
									Received	Monthly		Y-T-D	Monthly
January	\$ 12,047.62	\$ -	\$ 17,616.85	\$ -	\$ (180.71)	\$ -	\$ -	\$ 29,483.76	0.38%	0.38%	\$ 17,448.96	0.15%	0.15%
February	1,220,728.86	-	14,132.84	(2,669.38)	(18,270.89)	-	-	1,213,921.43	39.01%	39.39%	1,119,020.79	42.22%	42.37%
March	198,344.81	-	13,231.80	16.52	(2,975.42)	-	-	208,617.71	6.34%	45.73%	165,349.19	5.66%	48.04%
April	285,907.88	-	15,569.69	38.56	(4,973.70)	-	45,633.15	342,175.58	9.14%	54.87%	142,818.11	4.91%	52.95%
May	103,477.67	-	16,479.31	49.85	(1,552.91)	-	-	118,453.92	3.31%	58.17%	218,423.50	7.75%	60.69%
June	1,226,122.97	-	12,327.22	167.01	(18,394.35)	-	-	1,220,222.85	39.18%	97.35%	991,115.51	37.31%	98.00%
July	27,137.44	-	16,411.39	665.31	(417.04)	-	-	43,797.10	0.87%	98.22%	42,138.83	1.03%	99.04%
August	-	-	-	-	-	-	-	-	0.00%	98.22%	19,574.73	0.10%	99.14%
September	-	-	-	-	-	-	-	-	0.00%	98.22%	13,947.55	0.00%	99.14%
October	-	-	-	-	-	-	-	-	0.00%	98.22%	21,080.49	0.21%	99.35%
November	-	-	-	-	-	-	-	-	0.00%	98.22%	33,526.03	0.65%	100.00%
December	-	-	-	-	-	-	-	-	0.00%	98.22%	11,278.91	0.00%	100.00%
Total	\$ 3,073,767.25	\$ -	\$ 105,769.10	\$ (1,732.13)	\$ (46,765.02)	\$ -	\$ 45,633.15	\$ 3,176,672.35	98.22%	98.22%	\$ 2,795,722.60	100.00%	100.00%

Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied
\$ 1,529,464.00	48.87%	\$ 1,503,523.91	98.30%
1,246,230.00	39.82%	1,219,309.61	97.84%
353,816.00	11.31%	350,933.73	99.19%
\$ 3,129,510.00	100.00%	\$ 3,073,767.25	

Property Tax

General Fund	\$ 1,529,464.00	48.87%	\$ 1,503,523.91	98.30%
Debt Service Fund	1,246,230.00	39.82%	1,219,309.61	97.84%
Regional	353,816.00	11.31%	350,933.73	99.19%
	\$ 3,129,510.00	100.00%	\$ 3,073,767.25	

Specific Ownership Tax

General Fund	\$ 91,768.00	55.10%	\$ 63,649.87	69.36%
Debt Service Fund	74,774.00	44.90%	42,119.23	56.33%
	\$ 166,542.00	100.00%	\$ 105,769.10	

Treasurer's Fees

General Fund	\$ 22,942.00	48.87%	\$ 23,226.06	101.24%
Debt Service Fund	18,693.00	39.82%	18,274.13	97.76%
Regional	5,307.00	11.31%	5,264.83	99.21%
	\$ 46,942.00	100.00%	\$ 46,765.02	

Due To SARIA From 2023	\$ 446.83
Pledged Ptax Collected	345,668.90
Payments to SARIA	338,015.70
Due To SARIA	\$ 8,100.03

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

**BLACKSTONE METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

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

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

As of December 31, 2015, the District had remaining voted debt authorization of approximately \$1,981,510,000. The District has not budgeted to issue any new debt during 2024. Per the District's Service Plan, the District cannot issue debt in excess of \$100,000,000.

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

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

Revenues

Property Taxes

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

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

**BLACKSTONE METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Property Taxes (continued)

For property tax collection year 2024, SB22-238 and SB23B-001 set the assessment rates and actual value reductions as follows:

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

Aurora Regional Improvements Mill Levy

Pursuant to the Service Plan, which is dated August 6, 2004, the District is required to impose a 1.000 mill levy for payment of the planning, designing, permitting, construction, acquisition and financing of the regional improvements described in the ARI Master Plan. The ARI Master Plan is one or more master plans adopted by an ARI Authority establishing Regional Improvements which will benefit the taxpayers and service users of the districts which constitute such ARI Authority, which master plan will change from time to time. The District is a participant in the South Aurora Regional Improvement Authority. Revenues collected and held under the ARI mill levy will be held in a segregated account for the benefit of the Authority. The required mill levy after the twentieth year is 5.000 as adjusted. The adjusted mill levy for 2024 is 6.246.

Specific Ownership Taxes

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

Operations Fee

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

Interest Income

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

**BLACKSTONE METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

General, Administrative, and Operations Expenditures

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

County Treasurer's Fees

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

Capital Outlay

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

Debt Service

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

See related notes below under Debt and Leases.

Debt and Leases

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

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

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

The District has no operating or capital leases.

**BLACKSTONE METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

Emergency Reserves

The District has provided an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2024, as defined under TABOR.

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

	\$27,415,000		
	General Obligation Refunding Bonds		
	Series 2017		
	Dated June 6, 2017		
	Rates ranging from 2.375% to 5.000%		
	Interest Payable June 1 and December 1		
<u>Bonds and Interest</u>	<u>Principal Due December 1</u>		
<u>Maturing in the Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
<u>Ending December 31,</u>			
2024	\$ 500,000	\$ 1,068,125	\$ 1,568,125
2025	520,000	1,048,125	1,568,125
2026	565,000	1,035,775	1,600,775
2027	595,000	1,007,525	1,602,525
2028	655,000	977,775	1,632,775
2029	685,000	945,025	1,630,025
2030	755,000	910,775	1,665,775
2031	780,000	886,237	1,666,237
2032	835,000	860,888	1,695,888
2033	865,000	833,750	1,698,750
2034	940,000	790,500	1,730,500
2035	990,000	743,500	1,733,500
2036	1,070,000	694,000	1,764,000
2037	1,115,000	651,200	1,766,200
2038	1,195,000	606,600	1,801,600
2039	1,245,000	558,800	1,803,800
2040	1,330,000	509,000	1,839,000
2041	1,380,000	455,800	1,835,800
2042	1,475,000	400,600	1,875,600
2043	1,535,000	341,600	1,876,600
2044	1,630,000	280,200	1,910,200
2045	1,695,000	215,000	1,910,000
2046	1,805,000	147,200	1,952,200
2047	1,875,000	75,000	1,950,000
	<u>\$ 26,035,000</u>	<u>\$ 16,043,000</u>	<u>\$ 42,078,000</u>

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

BLACKSTONE METROPOLITAN DISTRICT

www.blackstonemetro.org

SPECIAL MEETING OF THE BOARD OF DIRECTORS

Tuesday, July 9th, 2024 | 6:00 pm Via Zoom

<https://us06web.zoom.us/j/85987714118?pwd=MGwrCuq9MSjRGDk9GWY3Dcz4aeCaJQ.1>

Meeting ID: 859 8771 4118

Passcode: 380447

Call-in Number: 1-720-707-2699

AGENDA

I. ATTENDANCE & CALL TO ORDER

Board Members:

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

II. DISCLOSURE OF ANY CONFLICTS OF INTEREST

III. AGENDA REVIEW / UPDATES OR APPROVAL

IV. PUBLIC COMMENT

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

V. DIRECTOR MATTERS

- a. Discuss District Management Contract, Review Management Proposals and Consider Termination of Management Contract with Westwind and Award Contract
- b. Discuss Median and Entryway Project Update

VI. PUBLIC COMMENT

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

VII. OTHER BUSINESS

VIII. ADJOURNMENT

**BLACKSTONE METROPOLITAN DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS
MINUTES
July 9, 2024**

I. ATTENDANCE & CALL TO ORDER

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

Also, in attendance was Clint Waldron (White Bear Ankele Tanaka & Waldron). 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 –Upon motion duly made by Director Liles, seconded by Director Monahan, upon vote, unanimously carried, the agenda was approved as presented.

IV. PUBLIC COMMENT – None.

V. DIRECTOR MATTERS

- a. The Board engaged in discussion regarding the Westwind Management contract. The Board reviewed management proposals and interviewed representatives from Public Alliance, AdvanceHOA, and Brightstar Colorado. The Board deferred further action on the matter until the next board meeting.
- b. The Board engaged in discussion regarding the Median and Entryway Project. It was noted that lighting repairs have been made. The Board engaged in discussion regarding concerns with the GFI outlets. Singing Hills installed lighting controllers and an additional inspection is scheduled.

VI. PUBLIC COMMENT - None

VII. ADJOURNMENT

- a. Upon motion duly made by Director Monahan, seconded by Director Deeds, upon vote, unanimously carried, the Board adjourned the meeting at 9:03 pm.

Minutes approved: _____ Date:_____

Blackstone Metropolitan District
REGULAR MEETING OF THE BOARD OF DIRECTORS
July 16, 2024 | 6:00 pm
Blackstone Country Club
7777 South Country Club Parkway, Aurora, CO 80016
www.blackstonemetro.org
AGENDA

I. ATTENDANCE & CALL TO ORDER

Board Members:

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

Management Representative: Jordan Devine (Westwind)

District Consultants / Contractors: Clint Waldron (WBA), Curtis Bourgoquin (CliftonLarsonAllen LLP), Ben Zand (LandTech)

II. DISCLOSURE OF ANY CONFLICTS OF INTEREST

III. AGENDA REVIEW / UPDATES OR APPROVAL

IV. LANDSCAPE REPORT

- a. Landscape Maintenance Report and Update on Approved Work Orders – Ben Zand, Account Manager, LandTech (**enclosure**; p.2-12)
 1. Consider Proposal for Sod Installation at Monahan (**enclosure**; p.13-16)

V. PUBLIC COMMENT

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

VI. MANAGEMENT DISCUSSION

- a. Acknowledge Termination Letter from Westwind
- b. Discuss District Management Proposals from Public Alliance, AdvanceHOA and Brightstar

- c. Discuss Proposal(s) for Billing Services
- d. Discuss Proposal(s) for Covenant Enforcement and ARC Services
- e. Consider Award of Contract(s) for Management, Billing, and Covenant Enforcement/ARC

VII. FINANCIAL REPORT

- a. Review Unaudited Financial Statements (**enclosure**; p.18-32)
- b. 1st Bank Paperwork
- c. Other Financial Matters

VIII. MANAGEMENT REPORT

- a. District Management Report (**enclosure**; p.34-37)
- b. Consider Proposals for Arborist Services (**to be distributed**)
- c. Westwind Operations Summary (**enclosure**; p.38)
- d. Westwind Delinquency and Compliance Report (**to be distributed under separate cover**)
- e. Fee Waiver Requests (**to be distributed under separate cover**)
- f. Other Management Matters

IX. CONSENT AGENDA

The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board.

- a. Approve April 16, 2024, Special Meeting Minutes (**enclosure**; p.40-43)
- b. Approve June 11, 2024, Special Meeting Minutes (**enclosure**; p.44-47)
- c. Approve and Ratify Payment of Claims in the amount of \$59,742.87 (**enclosure**; p.48)
- d. Approve Singing Hills Change Order Nos. 6 & 7 (**to be distributed**)

X. COMMITTEE REPORTS

- a. Landscape Committee
 - 1. Capital Projects
 - i. Median and Entryway Project Update
- b. Architectural / Design Review
 - 1. Consider Committee Appointments
- c. Social (**enclosure**; p.50-51)
- d. Website Committee

XI. LEGAL REPORT

- a. Other Legal

XII. DIRECTOR'S ITEMS

- a. Discuss Scheduling Community Meeting to Discuss District Debt and Financial Matters
- b. Discuss Landscape and Perimeter Lighting

- c. Discuss Water Fountains or Water Stations in Parks
- d. Discuss District Letterhead which includes Director's Signature
- e. Discuss Vision/Mission Statement

XIII. PUBLIC COMMENT

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

XIV. OTHER BUSINESS

XV. ADJOURNMENT

Blackstone Metropolitan District
REGULAR MEETING OF THE BOARD OF DIRECTORS
MINUTES
July 16, 2024

I. ATTENDANCE & CALL TO ORDER

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

Also, in attendance were Clint Waldron (White Bear Ankele Tanaka & Waldron), Kevin Overley and Anthony Parsons (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 – Attorney Waldron reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law. Attorney Waldron inquired 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 Monahan announced that the Board of Directors had been reviewing other management proposals prior to receiving the termination letter from Westwind Management. There were no updates to the agenda. Upon motion duly made by Director Liles, seconded by Director Monahan, upon vote, unanimously carried, the agenda was approved as submitted.

IV. LANDSCAPE REPORT

- a. Kevin Overley and Anthony Parsons, with LandTech Contractors, LLC, reported on recent landscape activities, including the deadline to replace warranty trees.
 - 1. Consider Proposal for Sod Installation at Monahan – The Board reviewed the responsibility for the sod installation at Monahan and discussed pricing. They directed LandTech to contact the Country Club regarding the matter.

V. PUBLIC COMMENT

- An owner asked for confirmation that the replacement trees would be of different varieties, and LandTech confirmed that they would be.
- An owner expressed concern about potential impacts on property values due to future drilling.

VI. MANAGEMENT DISCUSSION

- a. The Board acknowledged the termination letter from Westwind Management.
- b. The Board reviewed management proposals from Public Alliance, AdvanceHOA and Brightstar. Upon motion duly made by Director Johnston, seconded by Director Deeds, upon vote, unanimously carried, the Board selected Brightstar for management services.
- c. The Board did not discuss proposals for billing services, as these services are included in the selected management proposal from Brightstar.
- d. The Board did not discuss proposals for covenant enforcement and Architectural Review Committee services, as these services are included in the selected management proposal from

Brightstar.

- e. The Board did not consider awarding separate contracts for management, billing, and covenant enforcement/ARC, as all these services are included in the selected management proposal from Brightstar.

VII. FINANCIAL REPORT

- a. The Board reviewed the financial statements updated as of June 30, 2024. Upon motion duly made and seconded, upon vote, unanimously carried, the Board accepted the financial statements as submitted by CliftonLarsonAllen LLP.
- b. Attorney Waldron reviewed the 1st Bank paperwork requested by CliftonLarsonAllen LLP and discussed the option to authorize Directors as signers. Upon a motion duly made by Director Liles, seconded by Director Monahan, and unanimously carried, the Board authorized all Directors as signers.
- c. No other financial matters were discussed.

VIII. MANAGEMENT REPORT

- a. Ms. Devine presented the District Management Report.
- b. Ms. Devine provided an update on the Request for Proposals (RFP) for arborist services.
- c. The Board reviewed the Operations Summary and discussed recent reports of issues with voles in the community. The Board instructed management to grant an extension for curing violations if owners report that voles are the cause of lawn disrepair.
- d. The Board reviewed the Delinquency and Compliance Report.
- e. Following discussion, upon motion duly made by Director Monahan, seconded by Director Jones, upon vote, unanimously carried, the Board approved the waiver request from account 86097.
- f. There were no other management matters.

IX. 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 April 16, 2024, Special Meeting Minutes
- b. Approve June 11, 2024, Special Meeting Minutes
- c. Approve and Ratify Payment Claims in the amount of \$59,742.87

X. COMMITTEE REPORTS

- a. Landscape Committee
 - 1. Capital Projects
 - i. Median and Entryway Project Updates –Ms. Hesketh provided updates, including the scheduling of a final walkthrough, issues with lighting, and plans to present an updated list of committee members at the August Board meeting.
- b. Architectural / Design Review – Director Monahan reported on the review of a violation initially identified as weeds, which the owner clarified to be a native/pollinator garden. The committee decided that the owner could retain the garden as it did not constitute a compliance violation.
 - 1. Upon motion duly made by Director Monahan, seconded by Director Deeds, upon vote, unanimously carried, the Board appointed Todd Bowers to the Architectural Review

Committee.

- c. Social Committee – Ms. Morgan provided recent updates, including the 4th of July event, the Movie in the Park series, the upcoming Movie in the Park on July 20th, staying within budget, working on the budget for 2025, and planning a Masquerade Ball as the next major event.
- d. Website Committee – Director Jones would like to postpone further activities until after the management transition to Brightstar Management is complete.

XI. LEGAL REPORT

- a. There were no other legal matters.

XII. DIRECTOR'S ITEMS

- a. The Board discussed scheduling a community meeting in September 2024 to address District debts and financial matters.
- b. Director Deeds proposed considering lighting proposals for medians and parks due to the areas being very dark at night.
- c. Director Deeds reviewed the option of installing water fountains or water stations in community parks.
- d. The Board discussed obtaining District letterhead with the Directors' signatures, which will be handled by the new management company.
- e. The Board discussed creating a vision and mission statement for the District, to be developed with the new management. This may include collecting community input through a contest.

XIII. PUBLIC COMMENT

- An owner inquired about the Board's SARIA Representative for the District. The Board confirmed that this designation has not yet been determined.
- An owner shared their experience with reaching out to an attorney regarding SARIA and thanked the Board for approving the installation of American Flags for the holidays.
- A community member proposed a Boy Scouts project to set up and take down American Flags. They plan to present this proposal to the Board for consideration in August or September.

XIV. OTHER BUSINESS

- There was no other business reported.

XV. ADJOURNMENT

- a. Upon motion duly made by Director Deeds, seconded by Director Jones, upon vote, unanimously carried, the Board adjourned the meeting at 8:02 pm.

Minutes approved: _____ Date: _____

BLACKSTONE METROPOLITAN DISTRICT

www.blackstonemetro.org

SPECIAL MEETING OF THE BOARD OF DIRECTORS

Tuesday, July 30th, 2024 | 6:00 pm Via Zoom

<https://us06web.zoom.us/j/84552628152?pwd=Pije1TiF7Hbxuv7VIF07oAAo9aQq35.1>

Meeting ID: 845 5262 8152

Passcode: 911938

Call-in Number:1-720-707-2699

AGENDA

I. ATTENDANCE & CALL TO ORDER

Board Members:

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

II. DISCLOSURE OF ANY CONFLICTS OF INTEREST

III. AGENDA REVIEW / UPDATES OR APPROVAL

IV. PUBLIC COMMENT

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

V. LANDSCAPE MATTERS

- a. Discussion and Presentation from Davey Resource Group for Arborist Services (6:00pm)
- b. Discussion and Presentation from Eden Tree Care for Arborist Services (6:30pm)
- c. Consider Award of Arborist Contract

VI. DIRECTOR MATTERS

- a. Approve Independent Contractor Agreement with Brightstar Colorado for Management Services
- b. Discuss and Consider Adding Trash Receptacle - Pond Area on Blackstone Parkway
- c. Discuss and Consider Appointment of SARIA Representative
- d. Discuss including Prior Agenda with Draft Meeting Minutes for Board Review

- e. Discuss Streaming Service for Board Meetings
- f. Consider Authorizing Engagement of Special Counsel - Husch Blackwell

VII. PUBLIC COMMENT

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

VIII. OTHER BUSINESS

IX. ADJOURNMENT

**BLACKSTONE METROPOLITAN DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS
MINUTES
July 30, 2024**

I. ATTENDANCE & CALL TO ORDER

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

Director Johnston was absent and excused.

Also, in attendance were Clint Waldron (White Bear Ankele Tanaka & Waldron) and Beau McMahon (Brightstar).

The meeting was called to order at 6:02 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 –Upon motion duly made by Director Monahan, seconded by Director Deeds, upon vote, unanimously carried, the agenda was approved as presented.

IV. PUBLIC COMMENT – None.

V. LANDSCAPE MATTERS

- a. Ms. Karcher and Ms. Walsh from Davey Resource Group provided the Board with background on Davey Resource Group and engaged in discussion with the Board regarding Arborist Services. The Board reviewed and discussed their submitted proposal.
- b. Mr. Perry from Eden Tree Care provided the Board with background information on Eden Tree Care and engaged in discussion with the Board regarding Arborist Services. The Board reviewed and discussed their submitted proposal.
- c. The Board engaged in discussion regarding the proposals and presentations for Arborist Services. Following discussion, upon a motion duly made and seconded, the Board unanimously approved Davey Resource Group for arborist services, with the proposal to be updated to include the tree assessment and Tree Keeper Software.

VI. DIRECTOR MATTERS

- a. The Board engaged in discussion regarding collection of the operations fee. Mr. McMahon will follow up with the Board. The Board requested Brightstar to mail all residents a welcome letter, manager introduction, and a request to update their contact information.
- b. The Board engaged in discussion regarding the addition of a trash receptacle. The property on

Blackstone Parkway is owned by Blackstone Country Club. The Board engaged in discussion regarding a license agreement with Blackstone Country Club and posting rules. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the purchase and installation of a trash receptacle to be serviced by LandTech, subject to approval by the Blackstone Country Club. Mr. McMahon will follow up with the Country Club.

- c. The Board engaged in discussion regarding the appointment of a SARIA representative. Following discussion, upon a motion duly made and seconded, the Board unanimously appointed Director Jones as the SARIA representative with Director Johnston as the alternate representative.
- d. The Board engaged in discussion regarding including the prior agenda with the draft meeting minutes for Board Review. Director Jones will research options for compiling agendas and board packet distribution.
- e. Director Jones engaged in discussion with the Board regarding recommendations for Streaming Services for Board Meetings. Following discussion, the Board requested Director Jones provide a formal quote for discussion.

VII. PUBLIC COMMENT – A comment was made that the Board has done a great job the last few months. A member of the landscape committee provided an update on waterwise rebates and assessments.

VIII. ADJOURNMENT

- a. Upon motion duly made by Director Monahan, seconded by Director Deeds, upon vote, unanimously carried, the Board adjourned the meeting at 8:16 pm.

Minutes approved: _____ Date: _____

BLACKSTONE METROPOLITAN DISTRICT

2023 Annual Report

BLACKSTONE METROPOLITAN DISTRICT

2023 ANNUAL REPORT TO THE CITY OF AURORA

Pursuant to § 32-1-207(3)(c), C.R.S., and the Service Plan for Blackstone Metropolitan District f/k/a High Plains Metropolitan District (the “**District**”), the District is required to provide an annual report to the City of Aurora (the “**City**”). The report is to include information concerning matters which occurred during the prior fiscal year.

For the year ending December 31, 2023, the District, to the best of its actual knowledge, makes the following report:

§ 32-1-207(3), C.R.S. Statutory Requirements

1. Boundary changes made.

There were no boundary changes made to the District’s boundary in 2023.

2. Intergovernmental Agreements entered into or terminated with other governmental entities.

The District and the City entered into an Agreement Between the City of Aurora, Colorado and the Blackstone Metropolitan District For Snow Removal and Plowing Operations on Local Streets, dated December 18, 2023. The District and the City entered into a Snow and Ice Control Plan on November 23, 2023.

3. Access information to obtain a copy of rules and regulations adopted by the board.

The District’s current Rules and Regulations are accessible on the District’s website at <https://blackstonemetro.org/>.

4. A summary of litigation involving public improvements owned by the District.

To our actual knowledge, based on review of the court records in Arapahoe County, Colorado and the Public Access to Court Electronic Records (PACER), there is no litigation involving the District’s public improvements as of December 31, 2023.

5. The status of the construction of public improvements by the District.

The District completed various landscape improvements in 2023, including entryway monuments and tree replacements. The District's median rehabilitation project is anticipated to be completed in 2024.

6. A list of facilities or improvements constructed by the District that were conveyed or dedicated to the county or municipality.

The District did not convey or dedicate any public improvements to the City during 2023.

7. The final assessed valuation of the District as of December 31st of the reporting year.

The District's final assessed valuation is attached hereto as **Exhibit A**.

8. A copy of the current year's budget.

The District's 2024 Budget is attached hereto as **Exhibit B**.

9. A copy of the audited financial statements, if required by the "Colorado Local Government Audit Law", part 6 of article 1 of title 29, or the application for exemption from audit, as applicable.

The District's 2023 Audit is in progress and will be submitted in a Supplemental Annual Report.

10. Notice of any uncured defaults existing for more than ninety (90) days under any debt instrument of the District.

The District did not receive notice of any uncured defaults existing for more than ninety (90) days under any Debt instrument of the District.

11. Any inability of the District to pay its obligations as they come due under any obligation which continues beyond a ninety (90) day period.

There was not any inability of the District to pay its obligations as they came due under any obligation which continued beyond a ninety (90) day period.

Service Plan Requirements

- 1. Boundary changes made or proposed to the District's boundaries as of December 31 of the prior year.**

There were no boundary changes made or proposed to the District's boundaries as of December 31, 2023.

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

The District and the City entered into an Agreement Between the City of Aurora, Colorado and the Blackstone Metropolitan District For Snow Removal and Plowing Operations on Local Streets, dated December 18, 2023. The District and the City entered into a Snow and Ice Control Plan on November 23, 2023.

- 3. Copies of the District's Rules and Regulations, if any, as of December 31 of the prior year.**

The District's current Rules and Regulations are accessible on the District's website at <https://blackstonemetro.org/>.

- 4. A summary of any litigation which involves the District's Public Improvements as of December 31 of the prior year.**

To our actual knowledge, based on review of the court records in Arapahoe County, Colorado and the Public Access to Court Electronic Records (PACER), there is no litigation involving the District's public improvements as of December 31, 2023.

- 5. Status of the District's construction of the Public Improvements as of December 31 of the prior year.**

The District completed various landscape improvements in 2023, including entryway monuments and tree replacements. The District's median rehabilitation project is anticipated to be completed in 2024.

- 6. A list of all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of December 31 of the prior year.**

The District did not dedicate any facilities or improvements to the City during 2023.

- 7. The assessed valuation of the District for the current year.**

The District's assessed valuation is attached hereto as **Exhibit A**.

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

The District's 2024 Budget is attached hereto as **Exhibit B**.

9. Audit of the District's financial statements, for the year ending December 31 of the previous year, prepared in accordance with generally accepted accounting principles or audit exemption, if applicable.

The District's 2023 Audit is in progress and will be submitted in a Supplemental Annual Report.

10. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument.

The District did not receive notice of any uncured events of default by the District, which continued beyond a ninety (90) day period, under any Debt instrument.

11. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continues beyond a ninety (90) day period.

To our actual knowledge, the District has been able to pay its obligations as they come due.

Blackstone Metro District Interim Claims List 7/11/24 - 8/9/24

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
7/11/2024	Xcel Energy	53-8016149-9 JUN24	\$ 647.42
7/22/2024	Altitude Community Law P.C.	1726 MAY24	2694.18
7/22/2024	CliftonLarsonAllen LLP	L241392963	5327.93
7/22/2024	Full Spectrum Lighting, Inc.	Multiple	1855
7/22/2024	Lee Design Group LLC	BLS24/05	975
7/22/2024	Pet Scoop, Inc.	555264	161
7/22/2024	REPUBLIC SERVICES #535	0535-006024424	15125.95
7/22/2024	Robert Goldschmidt	Refund-85968	1289.3
7/22/2024	South Aurora Regional Improvement Authority	Apr-24	31839.27
7/22/2024	Storm water Asset Protection LLC	PS-INV103033	982.5
7/22/2024	Streamline	Multiple	2000
7/22/2024	Terrence Kane	Refund-27208	165
7/22/2024	Thomas D Stanley	Refund-101692	285
7/22/2024	Westwind Management Group LLC	Multiple	2012.63
7/29/2024	Xcel Energy	53-0014753463-1 JUL24	54.68
7/30/2024	Landtech Contractors, Inc	Multiple	2455.13
	Total		\$ 67,869.99

INDEPENDENT CONTRACTOR AGREEMENT
(MANAGEMENT SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 1st day of August 2024, by and between BLACKSTONE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and BRIGHTSTAR DISTRICT MANAGEMENT LLC., a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof or (ii) December 31, 2024. Notwithstanding the foregoing, unless terminated pursuant to subsection (i), or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit B**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit B**

of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B-1**.

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

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

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

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

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to:

local, state or federal income, or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

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

11. **CONTRACTOR'S INSURANCE.**

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

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

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

12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

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

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

15. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

District: WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Clint C. Waldron
Phone: (303) 858-1800
E-mail: cwaldron@wbapc.com

Contractor: Brightstar District Management LLC
9351 Grant Street, Suite 500
Thronton, CO 80229
Attention: Laura Reese
Phone: (303) 952-4004
Email: lreese@brightstarcolorado.com

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

long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

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

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

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

25. GOVERNING LAW.

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

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

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

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

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

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

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

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

31. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

33. STANDARD OF CARE. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.

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

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

[Signature pages follow].

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

DISTRICT:

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



Perry Deeds (Aug 6, 2024 10:11 MDT)

Officer of the District

ATTEST:



Martin Liles (Aug 5, 2024 15:31 MDT)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



General Counsel for the District

District's Signature Page to Independent Contractor Agreement for Management Services with Brightstar District Management, LLC, dated July 30, 2024

CONTRACTOR:
BRIGHTSTAR DISTRICT MANAGEMENT,
LLC., a Colorado limited liability company

Laura Reese

Laura Reese
Printed Name
CEO
Title

*Contractor's Signature Page to Independent Contractor Agreement for Management Services
with Blackstone District, dated July 30, 2024*

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide the following Services:

ARTICLE 1. Definitions

1.1 As used in this Scope of Services:

1.1.1 The term “Assessments” shall mean those assessments, dues, charges or fees established and approved by the Board, which the Owners are bound to pay to the District.

1.1.2 The term “District” shall mean the Blackstone Metropolitan District, formerly known as High Plains Metropolitan District, which was organized under Title 32 of Colorado law.

1.1.3 The term “Board of Directors”, or “Board” shall mean those individuals who are duly appointed or elected as a director of the District pursuant to applicable state law.

1.1.4 The term “Committee” shall mean those individuals who are duly appointed to a committee for a specific purpose as determined by the Board.

1.1.5 The term “Governing Documents” shall mean the Service Plan; Declaration; Covenants, Conditions and Restrictions (CC&R’s); or any documents adopted by the District as may be applicable, which govern and control the administration, management and operation of the District, and specifically including the “Protective Covenants for Blackstone and Mandatory Resident Social Memberships”, recorded at Reception No. B5158103, Arapahoe County, Colorado, on October 20, 2005, and amended by that First Amendment, recorded at Reception No. B6170752, Arapahoe County, Colorado, on December 5, 2006 and that Second Amendment, recorded at Reception No. B7135187, Arapahoe County, Colorado, on October 19, 2007, as may be further amended from time to time, and as assigned to the District in that certain Assignment of Rights Under Protective Covenants for Blackstone and Mandatory Resident Social Membership, recorded at Reception No. D0086092, Arapahoe County, Colorado on September 1, 2010, Design and Architectural Guidelines, and Rules and Regulations. The District shall, upon request, provide all Governing Documents to the Contractor.

1.1.6 The term “Grounds Maintenance” includes landscape maintenance, fertilization, weed/insect control, and tree care maintenance.

1.1.7 The term “Managing Agent” shall mean Brightstar Management Group, Inc., to include its employees, owners, officers and successors.

1.1.8 The term “Owners” shall mean the person or entities which own units or lots within the boundaries of the District and the term “Owner” shall refer to a particular person or entity owning a unit or lot within the boundaries of the District.

1.1.9 The term “Resident” shall mean a person who resides within the boundaries of the District, including tenants.

ARTICLE 2. Accounting Services

2.1. Receipt of Assessments

2.1.1. The Managing Agent will receive or account for receipt of all Assessments due to the District. The District agrees that the payment of fees will be made directly to the District in care of the management company. All Assessments will be billed through quarterly billing statements.

2.2. Monthly Accounting

2.2.1. The Managing Agent will prepare and furnish the supplemental Routine Financial Reports to the Board, no later than the end of the following month, unless delayed as a result of the District’s actions or inactions. Meetings that occur prior to the 20th of the month may receive a preliminary Routine Financial Report for the meeting and the final reconciled monthly Routine Financial Report will either be included in the following month’s board package or provided separately to the Board when the Routine Financial Report is completed.

2.2.2. The Managing Agent will produce and provide delinquency reports and reconciled bank statements for quarterly Assessments, fine Assessments and other agreed upon bookkeeping services as agreed upon by both parties.

2.3. Invoice Review and Payment

2.3.1. The Managing Agent will disburse from District funds all proper charges and authorized obligations incurred by the District as directed by the Board of Directors. The Managing Agent will review all invoices for accuracy and assure completion of contracted services before recommending payment. Completion will be determined by visual inspection, or contractor certification if the work is concealed.

2.4. Banking

2.4.1. The Managing Agent will establish and maintain a separate account for all Assessments of the District in a federally insured and PDPA qualified institution approved by the Board, indicating the agency or custodial nature thereof. If Managing Agent is required to make or receive payments and otherwise deposit District funds into a bank account, the District agrees that the checking account will be at a financial institution as determined by the Managing Agent, and approved by the Board to ensure compliance with PDPA requirements, in accordance with the terms and conditions of this provision.

2.5. Accounting Receivable Follow-up

2.5.1. The Managing Agent will follow up on all delinquent accounts on a monthly basis in accordance with policies established by the Board of Directors. The Managing Agent will turn over delinquent accounts to the District's legal counsel for collection efforts per District policy. The Managing Agent will continue coordination and communication throughout the collection effort.

2.6. Budget Preparation

2.6.1. The Managing Agent will prepare and submit a draft annual District budget for those line items requested by the District's accountant. The District's accountant will provide an overall draft budget for the District. Any draft budget prepared by the Managing Agent shall be subject to review and approval by the Board, and the Board retains full responsibility for the appropriateness of data contained within the budget. Any decision to adopt Managing Agent's draft budget or to amend it for adoption must be approved by the Board.

2.7. Reserve Planning

2.7.1. The Managing Agent will bid out the reserve planning project at the request of the Board of Directors.

2.8. Audit/Review/Compilation Solicitation/Cooperation

2.8.1. The Managing Agent will solicit proposals for audits, reviews or compilation from CPA firms as directed by the District and will cooperate with the accountant as necessary.

2.9. Court Appearances

2.9.1. The Managing Agent will attend court regarding delinquency, covenant, or other matters, if requested by the District's attorney or District's Board of Directors, on behalf of the District.

ARTICLE 3 Contract

3.1. Administration

3.1.1. Except as otherwise specified in this agreement, the Managing Agent will administer contracts between the District and contractors for maintenance of all District owned or maintained property, including common areas and common improvements to assure that contracted services are performed in a satisfactory manner. "Administer" is defined as solicitation of bids, summation of bids, processing of all invoices, informing the contractor when there are problems with performance, and inspecting any work, except roofing, to visually verify that work is completed.

3.2. Bid Specifications

3.2.1. The Managing Agent will, at the direction of the District, prepare bid specifications for all contracts requested by the Board, including but not limited to Grounds Management, solicit bids for contracts, review bids, check references of bidders, and make recommendations to the District. The Managing Agent will coordinate specification preparation with engineers or other professionals, as required, and such cost will be an expense to the District.

ARTICLE 4 Maintenance Administration

4.1. Work Orders

4.1.1. The Managing Agent will, at the direction of the District, prepare bid specifications and solicit bids for contracts, review bids, check references of bidders, and make recommendations to the District. The Managing Agent will coordinate specification preparation with engineers or other professionals, as required, and such cost will be an expense to the District.

4.2. Equipment and Supplies

4.2.1. The Managing Agent will assure that equipment and supplies are purchased for the District. At the Managing Agent's discretion, the Managing Agent may obtain supplies directly or through a contractor or vendor.

ARTICLE 5 District Insurance

5.1. The Managing Agent will obtain quotes for insurance coverage as directed by the District. The Managing Agent will maintain records of all insurance carried by the District and help the District keep the property schedule up to date. The Managing Agent will cooperate with the insurance company in investigating and reporting of all accidents and claims for damage and will file claims on behalf of the District.

ARTICLE 6. Meetings

6.1 Meeting Attendance

6.1.1. The Managing Agent will attend all Board meetings of the District at a frequency determined by the Board, but in any case, not to exceed monthly. After 90 days of the effective date of this Agreement, at any meeting of the Board, Managing Agent will charge an additional fee at the "Lengthy Meeting" hourly rate(s) set forth in Exhibit B to this Agreement for meeting time in excess of two (2) hours. In addition, Managing Agent shall attend any additional or special meetings called by the Board; however, attendance at such additional or special meetings will be charged at the hourly rate(s) set forth in Exhibit B to this Agreement.

6.2. Board Meeting Minutes

6.2.1. The Managing Agent will prepare meeting minutes for the Board and the District. Managing Agent will submit minutes to the Board within a reasonable time following the

meeting, not to exceed 10 business days following the Board meeting. Unless prohibited by the Governing Documents or applicable state law, minutes will be provided in substantive summary format only, unless otherwise agreed to by the Managing Agent and the District.

ARTICLE 7. Community Communications

7.1. The Managing Agent will facilitate communication with Owners, Residents, Board Members, vendors, and attorneys via telephone, email, letters and other means of communication. Owner and Resident communication to Managing Agent will be responded to in a prompt and professional manner. Response time by Managing Agent will be reasonable, taking into account the urgency of the matter, other operational priorities and the ability of the respondent to research and provide an adequate resolution. Managing Agent agrees to acknowledge receipt of all communications from Owners, Residents, Board Members, Vendors, and the Attorney within two business days of receipt.

7.2. Website Platform and Maintenance

7.2.1. The Managing Agent agrees to provide or maintain a website, which includes but is not limited to updating such items as minutes, newsletters, financials, budgets, audits, monthly calendars, annual disclosures, governance policies and owner educational information.

7.2.2. The Managing Agent will maintain the District's website and ensure the regular posting of Board reviewed & accepted agendas, budgets, audits, minutes and other documents requested by the Board. The Managing Agents will ensure the website documentation is updated to comply with state law.

7.2.3. The Managing Agent shall maintain the website content in accordance with all applicable federal, state, and local laws and regulations, including but not limited to the District's rules and regulations.

7.3. Notices

7.3.1. The Managing Agent will distribute to new Owners, information regarding the District and Assessments, as directed by the Board of Directors, within thirty (30) days of notification by the title company of a closing.

7.3.2. The Managing Agent will act as liaison with Owners, realtors, mortgage companies and title companies when properties are sold, and issue status letters, PUDs, Condo Certifications and other reports as required. There will be no expense to the District for these services.

ARTICLE 8. Attorney Liaison

8.1. The Managing Agent will act as liaison between the District and the District's designated attorney, as requested by the Board..

ARTICLE 9. Inspections

9.1. The Managing Agent will make physical inspections of the community following the schedule below:

October - March: 1 inspection per month
April - September: 2 inspections per month

9.2. Physical inspections will include the following: a drive-through of the community in total with an intent of determining the general condition of the grounds and Design Review and Covenant issues from the street scene; a walk-through of common areas; detailed inspections with the Board or available Committee members are encouraged twice per year.

ARTICLE 10. Administrative Services

10.1. The Managing Agent will provide clerical and secretarial support as required to accomplish all services listed herein. This would include a membership listing showing Owners of record, property address and mailing address.

10.2. Design Review and Covenant Enforcement

10.2.1. The Managing Agent will maintain logs showing receipt and progress leading to approval or denial of design review requests, and assure they are presented to the designated Committee, notify Owners of actions taken by the Committee, and answer questions regarding Architectural issues.

10.2.2. The Managing Agent will provide covenant and rule enforcement in accordance with the District's Governing Documents. The Managing Agent will maintain logs showing progress of covenant/rule enforcement issues from discovery through resolution and provide administrative support and inspections during the process.

10.3. Records Administration

10.3.1. The Managing Agent shall make records of the District available for inspection and copying during normal business hours, upon request in accordance with the Colorado Open Records Act. It is understood that the records of the District are the property of the District.

10.3.2. The Managing Agent will provide for the complete storage of all records for the time required by law.

10.4. Emergency Service

10.4.1. The Managing Agent will provide a 24-hour emergency response line, which will be monitored continuously in non-business hours by a representative of the Managing Agent for the purpose of responding to emergency situations. The Managing Agent will assign appropriate independent contractors to resolve the emergency situation.

10.5. Annexations

10.5.1. The Managing Agent will, in good faith, maintain an accurate membership list of the District.

10.6. Mail

10.6.1. The Managing Agent will collect District mail, open mail, take action if authorized, and distribute other mail as directed. Mail delivery will be at a post office box or address of the Managing Agent's choice.

10.7. Managing Agent Insurance

10.7.1 The Managing Agent will carry General Liability Insurance, Workers' Compensation Insurance, Employee Dishonesty Bond and Errors and Omissions Insurance in amounts required by the District. The District shall be named as additionally insured.

EXHIBIT B

COMPENSATION SCHEDULE

Contractor will receive compensation for its Services performed as follows:

I. Base Monthly Management Fee

The District shall pay Contractor a monthly management fee of \$4,600.

II. Schedule of Other Charges, Fees and/or Reimbursements

A. Hourly rates for Contractor’s Staff (based upon the District’s prior authorization unless otherwise noted) for non-recurring work:

District Manager/Assistant Manager	\$125.00 Per/Hour
Accounting Staff	\$100.00 Per/Hour

B. Administrative Services and Architectural Administration/Compliance/Collections Services Schedules

Schedule 1: Administrative Services

Photocopies/Printing	\$0.45 B/W & \$0.75 Color
Envelopes	\$1.00 Each
Check Stock	\$1.00 Each
Postage (Non-Standard Letter)	At Cost
Certified Mail	At Cost
Assessment Statements (Paper)	\$1.50 Each Plus Postage
Assessment Statements (eStatements)	\$0.50 Each
Coupon Books	Greater of \$7.00 or Cost Plus \$1.00 Per Book

Miscellaneous Office Supplies	At Cost
Non-Standard Envelopes	Manilla: \$0.30 Each; #10: \$0.20 Each
Labels	\$0.10 Each
Records Storage	\$5.00 per Box/Retrieval at Cost
Welcome Packets	\$5.00
Client Connect Portal	\$75.00 Per/Month

Schedule 2: Architectural Administration/Compliance/Collections Services

Architectural Requests	\$0.00
Violation Letters (Courtesy/1st Notice)	Paid by Owner - \$15.00
Violation Letters (2nd & Subsequent Notices)	Paid by Owner - \$30.00
Collections Processing Fee	Paid by Owner - \$75.00
Non-Sufficient Funds Fee	Paid by Owner - \$20.00

Schedule 3: Resale Documents

Transfer Fee	\$200.00 (Includes Welcome Kit)
Status Letter & Seller Disclosure Package	\$375.00 (Billed Directly to Closing Agent)
Rush Fees	\$25.00-\$135.00 (Depending on Request)

EXHIBIT B-1

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. Contractor shall secure and maintain a third-party fidelity bond in favor of the District, covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities, or other property belonging

to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Brightstar District Management, LLC

is a

Limited Liability Company

formed or registered on 10/18/2023 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20238094709 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/02/2024 that have been posted, and by documents delivered to this office electronically through 08/05/2024 @ 13:41:24 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/05/2024 @ 13:41:24 in accordance with applicable law. This certificate is assigned Confirmation Number 16270216 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

INDEPENDENT CONTRACTOR AGREEMENT
(ARBORIST SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 30th day of July 2024, by and between BLACKSTONE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and DAVEY RESOURCE GROUP, INC., a Delaware corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof or (ii) December 31, 2029.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

District's request, re-perform the Services not meeting this standard without additional compensation.

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

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

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

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

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

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

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

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

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

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

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

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

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

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

11. **CONTRACTOR'S INSURANCE.**

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

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

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

12. **CONFIDENTIALITY AND CONFLICTS.**

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

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

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

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

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this

Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

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

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

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

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

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

is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

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

District:	Blackstone Metropolitan District Brightstar District Management LLC 9351 Grant Street, Suite 500 Thronton, CO 80229 Attention: Laura Reese Phone: (303) 952-4004 Email: lreese@brightstarcolorado.com
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Clint C. Waldron Phone: (303) 858-1800 E-mail: cwaldron@wbapc.com
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Contractor:	Davey Resource Group, Inc. 295 S. Water Street Kent, Ohio 44240 Attention: Dana Karcher Phone: 661-964-7158 Email: dana.karcher@davey.com
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21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and

payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

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

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

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

25. GOVERNING LAW.

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

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

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

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

unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

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

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

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

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

31. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

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

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

[Signature pages follow].

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

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Arborist Services with
Davey Resource Group, Inc., dated July 30, 2024*

CONTRACTOR:
DAVEY RESOURCE GROUP, INC., a
Delaware corporation

Printed Name

Title

*Contractor's Signature Page to Independent Contractor Agreement for Arborist Services with
Blackstone Metropolitan District, dated July 30, 2024*

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

The Scope of Services shall include the services set forth in this Exhibit A. Additional services and an associated compensation schedule shall be detailed pursuant to such work orders approved and executed by an authorized representative of the District and Contractor. Contractor shall be referred to in this Exhibit A as “**DRG.**”

It is our understanding that Blackstone Metro District seeks a contractor (qualified and experienced arborists) to develop and implement a 5-year planting plan.

The following key tasks constitute the proposed project which are explained in more detail in the following scope document:

1. **5-Year Tree Planting Plan**
2. **Planting Oversight**
3. **Follow Up Inspections:**

TASK ONE: 5-YEAR TREE PLANTING PLAN

1. SITE INSPECTION

DRG arborist(s) will determine appropriate locations for up to 600 trees for planting over the next five years. They will utilize the maps provided and mark locations keeping in mind the size of the planting location for the future. This will be accomplished on foot using a ruggedized field computer.

DRG provides Personal Protective Equipment (PPE), such as hard hats, high-visibility safety vests, safety glasses, and boots for field work. Additionally, our vehicles are marked with company logos and equipped with first-aid kits, fire extinguishers, and safety cones.

Deliverable: Map with numbered trees corresponding to a database with numbered trees. The database will include tree size. Later, the species selections can be added to the database along with planting year.

2. SPECIES SELECTION

The DRG arborist(s) assigned to the site inspection will make note of the current species that are doing well during their site inspection. Additionally, we will utilize the Colorado Tree Coalition's tree list keeping in mind limitations that may exist including unwanted fruit or nuts, excessive leaf litter, water needs, pest and disease susceptibility, and stock availability. It will be important to know the Metro district's vision for their urban forest, including number and variety of species, mix of deciduous trees and coniferous trees, and tolerance for leaf and debris litter. This will be determined during a kickoff meeting.

Deliverable: A species list that includes potential best species for the district. These will be categorized into deciduous and coniferous trees.

3. PLANTING MAPS

DRG arborists will utilize maps provided, or recent publicly available aerial imagery from the City of Aurora or County of Arapahoe. On these maps, DRG will geolocate planting locations of tree species. These will be numbered and the numbers will correspond to a planting time frame and species list. The maps can be printed

We strongly encourage Blackstone to allow DRG to recommend up to three species per site. Trees are a living organism and can be affected by a number of factors at any time from pests and diseases. Having “back up” species will allow the Metro District to assure that the right tree is going to be planted in the right place, at the right time.

Deliverable: A planting map(s) that correspond with the site inspection database.

4. PLANTING SPECIFICATIONS

DRG arborists are well versed in planting trees. We will provide planting instructions based on the International Society of Arboriculture's Best Management Practices for Tree Planting and other resources such as the Colorado State Forest Service. These specifications for planting will be consolidated into a planting guide for the contractor(s). These may include additional tree irrigation requirements such as watering bags or Tree Diapers based on drought conditions and tree locations. Additional information will include establishment watering, winter watering, and winter tree wrap. We will include warranty information for the contractors based on current best practices.

Deliverable: Planting specification one-pager in black and white for both print and web site use if desired. Warranty information will be included as well.

5. TREE CARE INSTRUCTIONS

In addition to the above named planting specifications and supplemental irrigation tools, DRG will consolidate tree care instructions from such tools as the US Forest Service's "Tree Owner's Guide", the Colorado Tree Coalition's tree care information, additional information from the Colorado State Forest Service, Arapahoe County Extension office, International Society of Arboriculture, and more if needed. Tree care instructions should be simple, based on science, and easy to understand. These sources provide enough information to create a tool that can be used by the contractor and if desired, by homeowners as well.

Deliverable: Tree care instructions both in illustrated and written form for both print and website use.

6. RFP AND PLANTING REQUIREMENTS TEMPLATE

DRG has numerous clients throughout the front range from which we can collect tree planting requests for proposals. Additionally, Davey's Commercial Landscape Services and Davey's Residential/Commercial offices can provide DRG templates as well. From this, we can develop the RFP for annual planting for Blackstone's approval. The RFP will include not only the planting specifications, but also the specifications for trees based on species. This will include size, caliper, taper, health, and root health.

Deliverable: Request for Proposal document for use by Blackstone.

7. STAKEHOLDER MEETINGS

DRG will schedule and conduct meetings and site walks with the district's Landscape Architect and/or the planting contractor as needed. We envision creating an annual schedule for these meetings based on the timing of the award of the RFP, planting project(s), and various inspections based on the planting warranty and seasonal tree care. The planting plan will be presented to both the LA and the planting contractor with pictures of the species at maturity for full understanding of what trees are suggested.

Option: DRG can also create a presentation for the homeowners of Blackstone. This will help them understand the planting project from a professional arborist perspective.

Deliverable: Half-day annual meeting with the Landscape Architect and Planting Contractor prior to the annual planting project.

8. COLLABORATIONS WITH LANDSCAPE PROVIDER

To assure collaboration with the landscape provider, they must be made aware of the tree planting plan. This includes sharing the species list and the timing of the projects to assure there are no conflicts. Additionally, if the landscape provider is responsible for irrigation, it will be important for them to understand where irrigation is needed for the trees.

Deliverable: One 3-hour meeting with the landscape provider, annually, prior to the planting project.

INCLUDED IN THESE TASKS: PROJECT MANAGEMENT

Prior to starting any fieldwork, it is imperative that we are clearly aligned on the complete project scope. The DRG team sets up meetings and updates schedules prior to starting fieldwork and continually evaluates communication throughout the project to ensure the scope of work is completed on time and within budget. These meetings and e-mail updates include an On-Site Kick-Off Meeting, project update e-mails, and additional communication as requested.

TASK TWO: PLANTING OVERSIGHT

1. RFP ASSISTANCE

DRG will help create the RFP template as requested. Additional updates may be required based on the prior year's performance. (One option to keep in mind is to bid the planting project on a one-year award basis with the option for renewal annually until the project is complete. This may save Blackstone resources in the long run.)

Deliverable: Use and update of the prior RFP to assist Blackstone in hiring the planting contractor. Includes review of the responses.

2. SITE PREPARATION

Prior to the planting project, DRG will assure that planting locations are marked with both paint and flagging. Additionally, DRG would request that the landscape company flag irrigation near the planting sites to assure that it remains intact and undisturbed during the planting process.

Deliverable: A site inspection within 24 hours of the planting project.

3. ONSITE COORDINATION

Prior to the planting project, DRG will assure that tree deliveries take place prior to the project. DRG will inspect each tree (using standard tree nursery stock checklists) that needs to be planted and reject and request replacement for trees that do not fit the requirements of the RFP. (Option: DRG can inspect trees at the nursery and actually pick out the trees if desired. This can be put in the RFP as a requirement or an option. This usually eliminates the need for onsite rejection of trees that don't meet the standards as requested in the RFP.) Planting inspection will take place during and after the planting project assuring that the contractor adheres to the planting instructions.

Deliverables: Tree inspection prior to tree planting project. Planting inspection during the project, and all trees inspected after the planting project.

4. INSPECTION REPORT

Deliverable: DRG will provide an email report outlining inspection of the newly planted trees. We will convey problems and issues related to the planting project.

5. CONTRACTOR SUPPORT

The DRG arborist(s) will be available for questions from the contractor as needed. This includes being on site the day of the planting project and prior. DRG can be the main contact for the contractor and DRG will keep Blackstone informed of any challenges or opportunities. The contractor will have all contact information for the DRG arborist.

Deliverable: DRG arborist available to the contract before, during and after the planting project.

TASK THREE: FOLLOW UP INSPECTIONS

1. Seasonal Inspections and
2. General Inspections

DRG will conduct three inspections (annually) of all trees planted over the 5 year period. Additional inspections will take place at bi-annual intervals. (If desired, DRG can inspect newer planted trees into further years.) For example:

Year	1	2	3	4	5
Number of Trees Planted	120	120	120	120	120
Cumulative Number of Trees Inspected	120	240	360	480	600

3. Inspection Reports

Email inspection reports will be succinct noting challenges and issues with the trees. Additionally, they will include action items for Blackstone and items for the contractor(s) to address based on tree number and location. Blackstone can then utilize that information to share with the contractor(s). (Or DRG can fulfill that role.)

Deliverable(s) for this task: Reports via email to Blackstone outlining the inspection process and findings. DRG will utilize the original data based as the depository for information.

OPTIONS:

- If DRG is inspecting trees, our Certified Arborists can also complete young tree maintenance on the trees as they are inspecting them. The first three years that a tree is in the ground, if the tree is maintained, in general, later pruning is needed less. Early tree maintenance includes removing broken branches, developing a central leader, managing the low growing branches, and establishing the shape of the tree. All work completed is done from the ground with loppers and bypass hand pruners. Additional work may include inspecting irrigation, re-staking if necessary, and assuring that berms and mulch are still in place.

Additional Scope of Work

Tree Inventory

DRG has developed the following approach to provide consistent high-quality tree inventory data. As a client-focused company, we prioritize clear and effective communication with our clients. We intend to keep you informed every step of the way so that you are confident in your data and our services. Our communication process aims to address any issues that may arise before they become problems, and we discuss issues as they occur and work towards developing solutions that work for everyone involved.

We maintain strict quality control measures throughout the project and monitor the site count, budget, and timeline while keeping you informed. Our proprietary approach to project implementation applies stringent quality control measures, engaged team members, and clear communication to deliver the final project with confidence in meeting the specifications.

PROJECT MANAGEMENT

Prior to starting fieldwork, it is imperative that we are clearly aligned on the complete project scope. The DRG team sets up meetings and updates schedules prior to starting fieldwork and continually evaluates communication throughout the project to ensure the scope of work is completed on time and within budget. These meetings and e-mail updates include a Kick-Off Meeting, project update e-mails, and Close-Out Meeting.

DRG will request relevant GIS from public sources, most likely the City of Aurora. We will use this data to program the data collection software and will confirm the agreed-upon data specification. Once your database is programmed and fieldwork is scheduled, we will set up an on-site kick-off meeting. This meeting occurs on the first day of data collection and includes topics such as safety, data and field calibration, communication procedures, project expectations, and milestones. We can also provide you with a press release, which can be utilized to notify homeowners about the project and what to expect.

TREE INVENTORY DATA COLLECTION

DRG begins data collection after the on-site kick-off meeting. Our arborist will locate trees, stumps, and planting sites as per the agreed upon specification of work. They evaluate the trees and record the specified data for each site.

- **Location Accuracy:** DRG uses field computers and equipment that meet or exceed the project's location accuracy requirements. Our project teams use GIS software and ruggedized computers with GPS receivers capable of sub-meter location accuracy under favorable conditions.
- **Individual Tree Inspection Process:** Our arborist inspects each tree from the ground during data collection. They identify the species, tree diameter, assess tree condition, and recommend maintenance. Data collection is done systematically for consistency and is typically done Monday through Saturday during daylight hours.
- **Safety:** DRG team members will be outfitted in the necessary Personal Protective Equipment (PPE), such as hard hats, high-visibility safety vests, safety glasses, and boots. Additionally, our vehicles are marked with company logos and equipped with first-aid kits, fire extinguishers, and safety cones.

Data Fields

Based on our years of experience, the data fields below will provide the information needed to accomplish the project goals. However, if you have specific requirements that are not covered by the mentioned data fields, we are happy to further customize the project's scope of work. Based on our industry-leading experience, the following data fields should be assessed:

- **Address/Location:** transfer values from provided or acquired parcel GIS layer including house address, on street, and park name (if applicable), X & Y coordinates will be provided through GPS location.
- **Species:** using botanical and common names and cultivars when appropriate.
- **Tree Size:** diameter at standard height (DSH) in 1-inch size classes.
- **Multi-Stem Tree:** noting if a tree has multiple stems. If a tree is multistemmed only the largest stem will be recorded.
- **Condition:** categorized as good, fair, poor, or dead based on signs of stress, poor structure, damage, soil and root problems, disease, and pests.
- **Primary Tree Maintenance:** assigned as remove, prune, training prune, adjust stakes, discretionary prune, stump removal, or plant.
- **Defects:** including dead and dying branches, broken or hanging branches, branch attachment, trunk condition, cracks, decay or cavity, tree architecture, root problems, and no significant defect.
- **Overhead Utilities:** recording if overhead utilities are present and conflicting, present but not conflicting, or not present.
- **Comments/Notes:** observations and other pertinent information are recorded.
- **Date of Inventory:** the date the urban forester collected the data.
- **Further inspection:** Trees in this category need added and future inspections due to a variety of issues beyond the scope of a standard tree inventory. Categories include soil/ water testing, insect or disease monitoring, multi-year annual inspection, recent damage inspection, advanced risk assessment, and none.
- **Growing Space Type**
 - Median/Island—Located between lanes of traffic
 - Planting Strip—Located between the sidewalk and curb. Also called a Tree Lawn
 - Well/Pit—Limited growing space surrounded by hardscape
 - Open/Maintained Space—Space that's being actively mowed and manicured. Examples include parks, lawns, edges of fields, etc.
 - Wooded/Unmaintained Space—Space that's not being actively mowed and manicured Examples include woodlots, trails, unmowed field edges, etc.
- **Grow space size:** The shortest dimension of space available between hardscape or other features for root growth.
 - Less than 4 feet
 - 4 to 6 feet
 - 6 to 8 feet
 - More than 8 feet

Below fields are specific to newly planted trees

- **Date planted:** date the tree is planted is recorded.
- **Caliper size at planting:** measured at 1 foot off the ground
- **Stock type:** ball and burlap, containerized, bare root
- **Planting observations:** Mechanical damage, incorrect planting depth, incorrectly staked, incorrectly mulched, broken limbs, other, girdling or broken roots, none.
- **Winter wrapping:** yes or no
- **Gator/Tree diaper:** yes or no

QUALITY CONTROL AND QUALITY ASSURANCE

To ensure the accuracy of the data, the team employs several quality control checks consisting of hot and cold data checks during fieldwork. Hot checks involve the urban foresters working together and collecting the same data to ensure consistency. In cold checks, the urban foresters review a sample of each other's data to identify any inconsistencies. Any necessary corrections are made to ensure that you receive consistent and accurate data communicated to you. After the data collection is complete and before final delivery, a series of queries and checks are run to verify the data's correctness. Any identified errors are addressed before delivering the data to you and your representatives.

DATA DELIVERY

At the end of data collection and final QC checks, we provide the data in TreeKeeper for both your use and our use.

TreeKeeper Software

Davey's TreeKeeper® software is the world's leading tree inventory software and has been continually in operation for longer than our competitors have even been in business. TreeKeeper®'s stability and large diverse user base gives you the confidence that your data are safe, secure, and usable. While many competitors have come and gone, we have never wavered from our commitment to providing our clients with the highest quality software.

TreeKeeper® is constantly being updated based on technology advancements, user feedback, and internal research and development. It is a subscription service offered as a Software as a Service (SaaS) and requires an acceptance of SaaS terms and conditions. TreeKeeper®'s scalability allows our clients to grow alongside the software and facilitates a paperless workflow operation without dictating exact procedures. The pricing for TreeKeeper® is transparent and upfront, with no hidden fees, additional costs, or a-la-carte modules. With a role-based user experience, users access data with specific user-created dashboards, reports, filters, and permission rights.

KEY SOFTWARE FEATURES

- **Interactive Dynamic Work Environment.** TreeKeeper® makes managing inventory data in the field or on a desktop easy with its interactive work environment. Users can view and work with the tree inventory data through an interactive map and table that is fully customizable and can be used independently or simultaneously. TreeKeeper® also enables multiple people in different locations to access the system at the same time, enabling real-time updates to the data.
- **Unlimited Information with Multiple Data Layers.** We do not limit or charge more for the amount of users, trees, or information stored in TreeKeeper®. You have the ability to have multiple editable layers, such as historical data, additional facilities, and additional assets, as well as multiple base layers.
- **Role-Based.** Each system has the following roles that can be assigned to an unlimited number of users; admin, edit, read, contractor, and public. Each role has specific functionality and can be assigned to each layer built into the system.
- **Public View.** All TreeKeeper® systems come with an included landing page that is aimed at educating and informing the general public. Users dictate what information is viewable (not editable) and can include i-Tree benefits, species information, custom reports, planting requests, and more!
- **Mobile.** Each system has the ability to switch between mobile and desktop views. The desktop view is built on a dynamic web page optimized for whichever screen size is used. The mobile version is optimized for tablets and provides full functionality in a streamlined user experience to edit, manage work orders, add trees, take photos, etc.
- **i-Tree Eco Benefits.** Utilizing i-Tree's Eco API, TreeKeeper® automatically and dynamically calculates the environmental benefits of the trees on an annual basis and is projected out for 20 years. Information

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includes air quality, carbon sequestration and storage, stormwater benefits, and energy (if possible), and is displayed for individual trees, groups of trees, or the entire population.

- **Infinite Searchability.** Users can search the live data with either the integrating mapping tools or the explore section. In the Map-Centric view, users can use the map to find information about specific sites or groups of sites. The explore section also allows users to query the data by searching for sites based on various data fields, such as address, species, condition, maintenance, size, etc. Whether searching from the map or exploring sections, the results are synchronized, so you will always have results in both spots.
- **Editability & Archive.** Within the tree view mode, users with Admin or Edit rights have the ability to make edits to all the data fields. Most data fields utilize dropdowns to minimize potential errors from spelling or inconsistent nomenclature. All edits are displayed within the Archive feature and are timestamped. This allows all users to see how the tree has changed over time.
- **Work Orders & Calls.** All systems come with a robust work order and caller log feature that can be utilized if desired. Work orders can be created for individual or groups of trees. They can then be requested, scheduled, or completed and assigned to work crews, contractors, or projects. The system keeps track of the edits made to a site through its work history feature. Users also have the ability to log information about specific callers for a specific site.
- **Photos & Electronic Documents.** All sites have the ability to have various electronic attachments associated with them, including photos, PDFs, and documents. The upload photo option automatically uses your phone's built-in camera when using the mobile version.
- **Tree Appraisals.** Using the Council of Tree and Landscape Appraisals (CTLA) 10th Edition trunk formula method, all trees have an estimated tree valuation by default. Users can further define attributes to get an actual tree valuation with the ability to record pricing estimates and local information.
- **Custom Dashboards, Reports, & Filters.** Dashboards are configurable for each user with pre-set and user-designed graphs, reports, work orders, and filters viewable upon logging in. TreeKeeper's robust reporting feature allows users to create custom reports related to attributes, work orders, project tracking, and more. All searches are savable as quick filters, enabling users to quickly and easily run and share search results. Reports and filters are dynamic and pull from the current inventory information.
- **Administrative Hub.** Within the administrative hub, admin users can use a variety of easy-to-use tools to further customize your TreeKeeper® experience. You can add additional users, assign roles, edit attributes, create projects, update work crews, assign cost information, and more!
- **Exporting & Importing Data.** You always own your data and have access to it. You can use the exporter & importer tool on all the data or a subset of data at any time.
- **Custom API Integration.** If desired, we can work with a variety of 3rd party software providers to configure a customized API into their system. This can be customized as a simple push of data or as a complete push and pull to fully keep all systems updated. We have successfully created API's for many systems, including, but not limited to, in-house ESRI configurations, Cartegraph, Cityworks, Salesforce, Lugin, 311, etc.

SOFTWARE TRAINING & SUPPORT

We are happy to provide a complementary orientation training during the inventory. Additionally, DRG offers custom software training for an additional fee that can be arranged at any time throughout your subscription.

SOFTWARE UPDATES

All TreeKeeper® clients receive free unlimited updates. We are committed to staying up-to-date with the latest technology trends to ensure that TreeKeeper® remains the most advanced software system for tree inventory management. We value client feedback and have made numerous upgrades to TreeKeeper® based on suggestions from clients over the past 20 years. These upgrades are developed in-house by DRG's professional software developers—not by off-shore labor or other subcontractors.

Proposed Timeline

It is important to note that the planting season is short in Colorado; the best months for planting are September and October, and April and May. We anticipate that the first plantings may take place in late October of 2024. This is based on contracting by August 15, 2024. If that is not feasible, then the first planting will take place in April of 2025. Timelines can shift accordingly. Plantings can either be in the fall or in the spring depending on how Blackstone wants to proceed.

Planting Project	2024			2025			2026			2027			2028		
	Aug	Sept.	Oct	Aug	Sept.	Oct	Aug	Sept.	Oct	Aug	Sept.	Oct	Aug	Sept.	Oct
Number of Trees Planted:	120			120			120			120			120		
Task One: 5-Year Planting Plan															
Tree Inventory	█	█													
Site Inspection	█	█													
Species Selection	█	█													
Planting Maps	█	█													
Planting Specifications	█	█													
Tree Care Instructions	█	█													
Stakeholder Meetings		█			█			█			█			█	
Collaborations with Landscape Providers		█			█			█			█			█	
Project Management	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task Two: Planting Oversight															
RFP Assistance		█			█			█			█			█	
Site Preparation			█			█			█			█			█
OnSite Coordination			█			█			█			█			█
Inspection Report		█	█		█	█		█	█		█	█		█	█
Contractor Support			█			█			█			█			█
Project Management	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Inspections															
Task Three: Follow Up Inspections	Dec.	May	Aug	Dec.	May	Aug	Dec.	May	Aug	Dec.	May	Aug	Dec.	May	Aug
Seasonal & General Inspections	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Inspection Reports	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█

Cost Proposal (Original RFP)

This proposal is based on the interpretation of the scope of work listed in the RFP. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, the final methodology chosen by the client, and availability, completeness, and quality of maps. The pricing includes escalated hour rates which can be renegotiated with a change in personnel.

Blackstone Metro District	2024		2025		2026		2027		2028	
Team Member Rates	\$95.00	\$125.00	\$102.00	\$134.00	\$109.00	\$143.00	\$117.00	\$153.00	\$125.00	\$164.00
	Project Hours									
Task One: 5-Year Planting Plan										
Site Inspection	20									
Species Selection	10									
Planting Maps	10									
Planting Specifications	10									
Tree Care Instructions	7									
Stakeholder Meetings	3		3		3		3		3	
Collaborations with L. Providers	4		4		4		4		4	
Project Management										
Task Two: Planting Oversight										
RFP Assistance	5		3		3		3		3	
Site Preparation	20		20		20		20		20	
OnSite Coordination	20		20		20		20		20	
Inspection Report	10		10		10		10		10	
Contractor Support	10		10		10		10		10	
Project Management										
Task Three: Follow Up Inspections										
Seasonal and General Inspections	15		15		15		15		15	
Inspection Reports	3		3		3		3		3	
Total Hours	147	15	88	9	88	9	88	9	88	9
Total Cost Per Year	\$15,840.00		\$10,182.00		\$10,879.00		\$11,673.00		\$12,476.00	

Additional Costs:

Tree Inventory	\$6,872.00 for 750 trees, \$9.16 per tree after 750 trees
Tree Keeper (Annually)	\$3,600.00

Year one total will include:

Tasks One through Three, the Tree inventory, and TreeKeeper software for a total of \$26,312.00

All work that is not scoped in this document will be billed at an hourly rate as quoted above.

CLIENT RESPONSIBILITIES

- Provide DRG with imagery, maps, and data files. Our request may include the following: digital orthophotographs, available GIS data layers, other electronic or paper copies of maps for roads, pavement widths, right-of-way widths, boundaries and utilities, and an electronic file or printed list of street names and endpoints.
- Provide daily contact information and directions during the inventory project.
- Provide a copy of any existing tree inventory databases.
- Coordinate and host an on-site kick-off meeting before the start of fieldwork.
- By accepting this proposal, you accept DRG's Terms and Conditions and Limited Warranty and agree that, upon award, this proposal and its attachments will be made a part of the Agreement.

TERMS AND CONDITIONS

- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates will be billed using the labor rates in DRG's current commercial price list. Fixed Fee Contract Prices will be billed in monthly increments for the percentage of work completed in the billing period. Firm-Fixed Unit Prices will be billed in monthly increments for the number of completed units in the billing period.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, ~~taxes~~, and other related expenses unless noted as being included in our proposal.
- The client shall provide 48 hours notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.
- ~~DRG represents that it and its agents, and consultants employed by it, are protected by Workers' Compensation insurance and that DRG has coverage under liability insurance policies which DRG deems reasonable and adequate. DRG shall furnish certificates of insurance upon request. DRG agrees to maintain general liability insurance in commercially reasonable amounts. Client is responsible for requesting specific inclusions or limits of coverage that are not present in DRG insurance, and the cost of such inclusion or coverage increases if available, will be at Client's sole cost and expense. If the Client requires an Additional Insured endorsement, DRG shall provide one in the certificate of insurance, listing only the entities requested in the "Additional Insured Requirements" section above.~~

_____ **DISTRICT INITIAL** _____

_____ **CONTRACTOR INITIAL** _____

LIMITED WARRANTY

Davey Resource Group, Inc. ("DRG") provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG's guidance on your permitting and license requirements, DRG's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
5. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Davey Resource Group, Inc.

is an entity formed or registered under the law of Delaware has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171762593 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/06/2024 that have been posted, and by documents delivered to this office electronically through 08/07/2024 @ 10:12:24 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/07/2024 @ 10:12:24 in accordance with applicable law. This certificate is assigned Confirmation Number 16276373



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Software as a Service Agreement

This Software as a Service Agreement (the "**Agreement**"), effective as of this ~~30th~~ 30th day of July, 2024 (the "**Effective Date**"), is by and between Davey Resource Group, Inc., a Delaware corporation with offices located at 295 South Water Street, Kent, OH 44240 ("**Provider**"), and Blackstone Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("**Customer**"). Provider and Customer may be referred to herein collectively as "**Parties**" or individually as a "**Party**."

WHEREAS, Provider provides access to the Services (defined below) to its customers; and

WHEREAS, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

(b) "**Confidential Information**" means information about or relating to the Disclosing Party or the Disclosing Party's Affiliates or their respective products, inventions (whether patentable or not), trade secrets, know-how, software, confidential Intellectual Property, specimens, data samples, plans, designs methods, processes, test results or reports, marketing or pricing activities or plans, costs or profits, and/or any other information or materials and that is not generally known to the public, whether in oral, written, electronic or other form or media, whether or not such information is marked, designated, or otherwise identified as "confidential" and whether or not such items would be considered trade secrets under applicable law.

(c) "**Customer Data**" means information, data, and other content, in any form or medium that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services. Customer Data may include data provided by Customer through the Services, such as Tree Site Data, Work History Data, Call History Data, and/or Caller Information.

(d) "**Disclosing Party**" means the Party disclosing or making available an item of Confidential Information or with respect to which an item of Confidential Information is about or relates.

(e) "**Documentation**" means Provider's material, including without limitation online user guides relating to the Services provided by Provider to Customer either electronically through an online

support portal or in hard copy form/end user documentation relating to the Services available at <https://daveyresourcegroup.atlassian.net/wiki/spaces/TKS/overview>

- (f) **"Downloadable Components"** means any downloadable tools, modules, components, or other software that Provider makes available for download specifically for purposes of facilitating access to, operation of, or use with the Services, and any updates Provider may make available to such software from time-to-time.
- (g) **"Provider IP"** means the Services, the Documentation, the Downloadable Components, and any and all Intellectual Property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP does not include Customer Data.
- (h) **"Intellectual Property"** means any and all registered and unregistered throughout the world (i) patents, patent applications, patent disclosures and related improvements, including without limitation all provisionals, nonprovisionals, utilities, continuations, divisionals, continuations-in-part, reexaminations, reissues designs, and utility models with all renewals and extensions thereof (ii) trademarks, service marks, trade dress, logos, trade names, , corporate names, URLs, Internet domain names, and second level domain names, along with any associated goodwill, (iii) copyrights and copyrightable works, software, including any derivative works (iv) trade secrets and confidential business information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, research and development information, software, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information), (v) social media, (vi) registrations and applications to register any of the foregoing, if applicable, and (vii) rights to sue with respect to past and future infringements of any of the foregoing.
- (i) **"Receiving Party"** means the Party receiving any item of Confidential Information from or with respect to the Disclosing Party.
- (j) **"Services"** means the software-as-a-service offering described in **Exhibit A** and any Documentation.

2. Access and Use

- (a) Provision of Access Provider hereby grants Customer a non-exclusive, nontransferable, nonsublicensable, limited (except in compliance with Section 12(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services

within five (5) days following the Effective Date. This Agreement is binding on all Authorized Users, and Customer shall ensure compliance of all the terms and conditions herein by its Authorized Users.

(b) Downloadable Components and Documentation License Provider hereby grants to Customer a non-exclusive, revocable, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use of the Downloadable Components, in object code format only, and the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) Specifications Customer shall ensure that its network and systems comply with the relevant specifications provided by Provider from time to time and shall provide Provider with information as may be required by Provider in order to provide the Services. Customer is responsible for obtaining, maintaining, and supporting all Internet access, computer hardware, and other equipment, products and services needed for it to utilize the Services, including but not limited to keeping any third party license in good standing. In the event Customer fails to obtain, maintain and support the necessary access to use the Services, Customer acknowledges and agrees that it may lose access to the Services. In the event Customer does not provide the information, licenses and other information as set forth herein then Provider shall not be deemed to be in breach of this Agreement. Customer will determine the access controls for its authorized users and will be responsible for activity occurring under Customer's account, including compliance with this Agreement. Customer agrees to: (i) timely (within thirty (30) days of any change) maintain the accuracy and completeness of information provided to Provider, and (ii) notify Provider immediately of any unauthorized use of Customer's account or any other known breach of security.

(d) Scheduled Downtime and Outages Provider shall notify Customer at least 24 hours in advance of all scheduled outages of the Services in whole or in part (Scheduled Downtime). Provider shall use commercially reasonable efforts for Scheduled Downtime in a manner that is of minimum interruption to Customer. In the event of a service failure where the Services are inaccessible Provider shall resolve the service failure within seventytwo (72) hours. If the service failure is not resolved in seventytwo (72) hours, as determined by Provider, Provider shall extend the Term of this Agreement by the equivalent amount of days of a service failure. This Section 2(d) sets forth Provider's sole obligation and liability and Customer's sole remedy for a service failure

(e) Use Restrictions Customer shall not use the Services or the Downloadable Components for any purposes beyond the scope of the access granted in this Agreement. Customer shall be responsible for Authorized Users' adherence to the terms and conditions set forth in this Agreement, and shall not permit any Authorized Users at any time to directly or indirectly: (i) copy, modify, or create derivative works of the Services, Downloadable Components, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, Downloadable Components, or Documentation; (iii) reverse engineer,

disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services or Downloadable Components, in whole or in part; (iv) remove any proprietary notices from the Services, Downloadable Components, or Documentation; (v) remove and/or alter any trademark, logo, copyright and/or other proprietary and/or confidentiality notices, legends symbols and/or labels on and/or in the Services made available by Provider hereunder; (vi) merge any Services or Downloadable Components and/or any portion thereof with any other program and/or materials; (vii) take any action that materially interrupts or interferes with, or that might reasonably have been expected to materially interrupt or interfere with, the Service Provider's business operations and/or other customers; and/or (viii) permit any other person and/or entity to engage in any of the foregoing conduct.

3. Service Levels and Support Provider shall make the Services available in accordance with subscription Term and training and support services set out in **Exhibit A**. The access rights granted hereunder entitles Customer to the support services described in **Exhibit A** for the applicable period commencing on the Effective Date under this Agreement.

4. Fees and Payment

(a) Fees Customer shall pay Provider the fees ('Fees') set forth in **Exhibit A**. Provider shall invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in **Exhibit A**. Customer shall pay all invoices upon receipt. Customer shall make all payments hereunder in US dollars, which shall be paid in full without any deduction, set-off, counterclaim or withholding of any kind unless required by law.

(b) Payment Disputes Customer may withhold from payment any and all payments of Fees that Customer disputes in good faith, pending resolution of such dispute, provided that Customer: (i) timely renders all payments and amounts that are not in dispute; (ii) notifies Provider of the dispute prior to the due date for payment, specifying in such notice the amount in dispute and the reason for the dispute; (iii) works with Provider in good faith to promptly resolve the dispute; and (iv) promptly pays any amount determined to be payable by resolution of the dispute. Provider shall not fail to perform any obligation hereunder by reason of Customer's good faith withholding of any Fees in accordance with this Section 4(b).

(c) Expenses Customer shall promptly reimburse Provider for any out-of-pocket expenses reasonably incurred in connection with the provision of Services and related services including without limitation the delivery, installation, support, and/or configuration of any Services, training or support at Customer's location and/or facilities. Provider shall make commercially reasonable efforts to provide Customer with estimates for such expenses, and when practicable, provide such estimates on **Exhibit A**.

(d) ~~[Deleted.]~~

5. Confidentiality.

(a) Confidential Information Except as expressly permitted under this Agreement, or as otherwise permitted in writing by the Disclosing Party, neither the Receiving Party, any Affiliate of the Receiving Party or any officer, director, manager, employee or agent of either the Receiving Party or any Affiliate of the Receiving Party (the "Related Parties") will (a) disclose to any person all or any part of any Confidential Information, (b) act unreasonably or fail to act reasonably so as to impair the confidential or proprietary nature of any Confidential Information, or (c) use all or, any part of any Confidential Information for any purpose whatsoever other than performing the Receiving Party's rights and obligations under this Agreement. The Receiving Party will be responsible to the Disclosing Party for any breach by a Related Party of its obligations under Section 5.1

The Confidential Information may be given to and used by Related Parties solely for performing the Receiving Party's rights and obligations under this Agreement. The Receiving Party will take all such actions as are reasonably necessary to ensure that each Related Party having access to any Confidential Information does not disclose, use, act or fail to act as required by Article 5 and Receiving Party will be liable to the Disclosing Party for any breach of these obligations by the Related Parties.

The Receiving Party shall use reasonable care, at least as protective as the efforts it uses for its own Confidential Information of a similar nature, to safeguard the Disclosing Party's Confidential Information from use or disclosure other than as permitted hereby.

Each Party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information under this Agreement shall not be construed as assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to the Receiving Party or any of its Related Parties.

(b) Limitations on Application of Confidentiality Obligations Notwithstanding anything to the contrary, "Confidential Information" will not mean information that (i) is in the public domain at the time of its disclosure to the Receiving Party, (ii) goes into the public domain after disclosure to the Receiving Party through no breach of any obligation of confidentiality to the Disclosing Party or any third person by the Receiving Party or any Related Party, (iii) is disclosed to the Receiving Party by a third party who is under no obligation of confidentiality to the Disclosing Party, (iv) is already known to the Receiving Party at the time of disclosure to the Receiving Party as evidenced by written documentation, (v) is independently developed by the Receiving Party without using Confidential Information of the Disclosing Party as evidenced by written documentation, or (vi) is required to be disclosed by the Receiving Party pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order") provided,

however, that prior to making any disclosure pursuant to a Legal Order, Receiving Party shall (unless legally prohibited) provide Disclosing Party with (i) prompt written notice of such requirement so that Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy and (ii) reasonable assistance, at Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance, Receiving Party remains subject to a Legal Order to disclose any Confidential Information, Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of Receiving Party's legal counsel, such Legal Order principally requires Receiving Party to disclose and, upon Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. A Party disclosing Intellectual Property pursuant to Section 5 will remain the exclusive owner of such Intellectual Property and the disclosure will not be considered a license with respect to such disclosed Intellectual Property.

(c) Methods of Disclosure Confidential Information disclosed under Section 5 will be disclosed by each Party to the other Party in any and all ways reasonably acceptable to the Receiving Party and appropriate for the Intellectual Property that is subject to disclosure. Confidential Information that is in or has been reduced to tangible or written form will be disclosed in such form to the Receiving Party. Confidential Information that may be disclosed only by visual observation or teaching will be disclosed by demonstrating it or teaching it to technically competent representatives of the Receiving Party. Any meetings or visits at which demonstration or teaching of Confidential Information or Intellectual Property is to occur will be at mutually agreeable times and places. All such disclosures shall remain subject to the confidentiality provisions herein and any other non-disclosure agreement entered into by the Parties.

(d) Unauthorized Access to Confidential Information In the event any Confidential Information provided to the Receiving Party is accessed by a third party who is not authorized to receive such information under this Agreement, the Receiving Party shall promptly notify the Disclosing Party of the events and circumstances involving such unauthorized access and provide a summary of the Confidential Information that was improperly accessed, the remedial actions it plans to take and will (to the extent legally permitted) reasonably cooperate with the Disclosing Party to regain possession of the Confidential Information and prevent its further unauthorized use or disclosure in breach of this Agreement.

(e) Personal Identifying Information During the performance of this Agreement, Disclosing Party may disclose Personal Identifying Information to Receiving Party. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 243-103(1)(a), C.R.S.; an employer, student, or military

identification number; or a financial transaction device, as defined in § 5-701(3), C.R.S. In compliance with § 2473-102, C.R.S. Receiving Party agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to Receiving Party and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

Receiving Party agrees to report within fortyeight (48) hours to Disclosing Party any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this Agreement "Data Security Incident" is defined to mean any actual or reasonably suspected: (i) unauthorized use of, or unauthorized access to Receiving Party's systems; (ii) inability to access business and other proprietary information, data, or Receiving Party's systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (iii) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (iv) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (v) unauthorized disclosure of business and other proprietary information or data.

6. Intellectual Property Ownership

(a) Provider IP Customer acknowledges that, as between Customer and Provider, Provider owns and shall retain all right, title, and interest, including all Intellectual Property rights, in and to the Provider IP. Provider shall retain exclusive ownership to all inventions, improvements, designs, drawings, documentation, plans, schedules, programs, specifications, ~~work~~ technology, discoveries, its Confidential Information, ideas, and other works of authorship, that are conceived, created, or reduced to practice in connection with the products supplied and services performed by Provider in connection with the ~~Services~~ and Downloadable Components under this Agreement (collectively "Work Product") and all related Intellectual Property. To the extent Customer creates, conceives, develops, or reduces to practice any Work Product based on the Services, Documentation, Downloadable Components, Provider IP, or Provider's Confidential Information, such Work Product and related Intellectual Property shall be deemed a work made for hire such that Provider is the author and owner, and if not deemed a work made for hire, Customer hereby irrevocably assigns to Provider all such Work Product and related Intellectual Property.

(b) Cooperation Customer shall, and shall cause its employees or any contractors to, take all appropriate action and execute and deliver all documents necessary or reasonably requested by Provider to effectuate any of the provisions or purposes of Section 6 or ~~otherwise~~ may be necessary or useful for Provider to prosecute, register, perfect, record, maintain, enforce or defend its rights in or to any Work Product or any Intellectual Property related to the Services and Downloadable Components. Customer hereby appoints Provider as Provider's attorney-in-fact with full irrevocable

power and authority to take any such actions and execute any such documents if Customer refuses or otherwise fails, to do so within a period deemed reasonable by Provider.

(c) Customer Data Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all Intellectual Property, in and to the Customer Data. Customer is responsible for providing all Customer Data and/or information and is responsible for the accuracy, quality, integrity and legality of such data and of the means by which Authorized Users access and use the Customer Data. Further, as between Provider and Customer, Customer shall maintain data privacy at a level at least as stringent as Provider. Customer hereby grants to Provider a non-exclusive, royalty-free, irrevocable, transferable, sublicensable, worldwide license to reproduce, distribute, prepare derivative works, display, perform, transmit, and use the Customer Data to the extent necessary for Provider to provide the Services and Downloadable Components to Customer; and (ii) to use nonidentifiable Customer Data for its own business purposes.

(d) Cyber Incidents Customer shall take all reasonable and appropriate steps to protect all of its systems used to view, receive, collect or store any of its Customer Data, Confidential Information, and data against all cyber incidents and breaches, including without limitation, ransomware attacks (collectively, "Cyber Incidents"). Upon the occurrence of a Cyber Incident, Customer shall cooperate with Provider in resolving the matter, including without limitation, providing prompt and ongoing communication and details regarding the Cyber Incident. Additionally, Customer shall not introduce, permit or cause, directly or indirectly, any computer code, program, or programming device designed to disrupt, modify, delete, damage, deactivate, disable, harm, or otherwise impede the operation of the Services or Downloadable Components, or any other associated programs, firmware, hardware, computer system, or network (sometimes referred to as "Trojan horses," "viruses," or "worms"), or any other similar harmful, malicious, or hidden procedures, routines, or mechanisms that would intentionally cause such Services or Downloadable Components to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications.

7. Data

(a) Customer Data can be extracted from the Services by the user through data interfaces and/or reports. Authorized Users may also request a raw data extract from Provider as set forth in **Exhibit A**. Customer's raw data may be provided at the expiration or termination of the agreement at a reasonable fee as determined by Provider.

(b) The Services or Downloadable Components may include a GIS Mapping component which makes use of base layer information as provided to Provider by Customer. Any base layer provided to Provider by Customer is presumed to be authorized for distribution and use.

(c) Provider will maintain a nightly backup of Customer Data, which can be restored upon request by Customer. Such nightly backups will be retained for seven (7) calendar days, with a weekly backup retained for four (4) weeks. After such four (4) week period, Provider will be unable to provide restoration of Customer Data.

8. Warranties and Warranty Disclaimer

(a) Provider warrants that during the Term of this Agreement the Services will conform in material respects to the specifications set forth ~~Exhibit A~~ during the Term of this Agreement and will be performed in a workmanlike and professional manner and by personnel that has the necessary skills, training and background to perform such Services.

(b) ~~DISCLAIMER~~ EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 8(a), CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE SERVICES, DOWNLOADABLE COMPONENTS, DOCUMENTATION, AND ALL UPDATES THERETO ARE BEING PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS AND ANY USE IS AT CUSTOMER'S SOLE RISK. PROVIDER DOES NOT REPRESENT, WARRANT OR COVENANT THAT THE SERVICES, DOWNLOADABLE COMPONENTS, DOCUMENTATION AND PROVIDED IP (INCLUDING, BUT NOT LIMITED TO, ANY DOCUMENTATION, REPORTS, ADVICE AND RECOMMENDATIONS, IN ANY FORM) PROVIDED BY PROVIDER IN CONNECTION WITH THIS AGREEMENT, ARE OR WILL NECESSARILY ALWAYS BE COMPLETELY ACCURATE, CURRENT, COMPLETE AND/OR CONTINUOUSLY AVAILABLE. PROVIDER DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE PRODUCTS AND MATERIALS WILL BE AVAILABLE WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE, OR THAT ALL DEFECTS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY OR FEATURES) WILL BE CORRECTED. PROVIDER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE (EVEN IF PROVIDER HAS BEEN INFORMED OF SUCH PURPOSE), OF ACCURACY, AND OF QUIET ENJOYMENT.

(c) Applicability of Warranties Notwithstanding anything herein to the contrary, no warranties shall apply if the Products: (i) have been modified by Customer unless said modification was minor, done upon the instruction, or with the approval, of Provider; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Provider; (iii) is used in ultrahazardous activities; or (iv) has been used in any manner contrary to the terms and conditions of this Agreement.

(d) Third-Party Services and Products Customer acknowledges and agrees that (i) Provider has not verified or prescreened any third party services and/or products, (ii) Customer is responsible for and assumes all risk arising from its use of any third party service and/or product, and (iii) Provider

will not be responsible or liable for the availability or accuracy of such third party services and/or product or the content, products, or services on or available from such third parties.

9. Indemnification.

(a) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees and ~~costs~~) incurred by Customer resulting from any third party claim, suit, action, or proceeding ("Third-Party Claim") that the Provider IP, or any use of the Services in accordance with this Agreement, directly infringes or misappropriates such third party's intellectual property rights, provided that Customer notifies Provider in writing of the claim within notice (10) days, reasonably cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(b) If such a Third Party Claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole expense, to (A) modify or replace the Provider IP, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If neither of these alternatives are commercially reasonable, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, provided that Provider shall refund or credit to Customer all amounts Customer paid in respect of the Provider IP that Customer cannot reasonably use as intended under this Agreement. The indemnity in this Section, shall not apply (i) to a Third Party Claim arising from any modification of the Services or Downloadable Components by Customer or any third party, or from the use of the Services or Downloadable Components in combination with any other items not provided by Provider, to the extent such modification and/or use in combination resulted in the infringement claim, (ii) to use of the Services or Downloadable Components in a manner contrary to the terms specified herein, (iii) if such Third Party Claim results from Customer's use of the Services or Downloadable Components after notice of the alleged or actual infringement from Provider or any appropriate authority, and/or (iv) in the event of any breach of Customer's obligations under this Agreement, or the use of the Services or Downloadable Components other than in connection with this Agreement or in a manner not reasonably contemplated by this Agreement.

(c) Indemnification by Customer

(i) For Ohio municipalities and Ohio governmental agencies, there is no responsibility to indemnify Provider.

(ii) For any other municipality or any other entity that is not a municipality, to the fullest extent permitted by law, Customer shall indemnify, defend and hold Provider and its officers, employees, agents, and representatives harmless against all Third Party Claims arising out of or related to (i)

Customer's negligent acts and/or omissions; (ii) Customer's use of the Services or Downloadable Components; or (iii) Customer's material breach of this Agreement.

10. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR ENHANCED DAMAGE WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTwithstanding the FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSES, HOWEVER, THESE LIMITATIONS SHALL NOT APPLY TO EITHER PARTY'S LIABILITY FOR (I) CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION UNDER SECTION 2, SECTION 6 AND (II) BREACH OF SECTION 2, SECTION 6 OR SECTION 6.

11. Term and Termination

(a) Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until the expiration of the subscription term set forth in Exhibit A ending on the pertinent anniversary date of the Effective Date ("Term"). This Agreement may renew for additional Terms with Customer's written notice and payment of additional subscription fees.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) either Party may terminate this Agreement for convenience, for any reason or no reason, upon ninety (90) days prior written notice to the other Party;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or

similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under 6, Customer shall delete, destroy, or return all copies of the Provider IP and Provider's Confidential Information.

(d) Survival This Section 11(d) and 1, 5, 6, 8, 9, 10, 11 and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Insurance Provider shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Provider involved with the performance of the Services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate and (ii) any other insurance commonly used for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that Customer may carry, and any insurance maintained by Customer shall be considered excess. The Commercial General Liability will be endorsed to name Customer as an additional insured. Provider's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit Provider's liability. Provider shall be responsible for the payment of any deductibles on issued policies.

13. Subject to Annual Appropriation and Budget Customer does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of Customer under this Agreement is subject to annual budgeting and appropriations, and Provider expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of Customer's governing body, and the obligations of Customer shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the current fiscal year. Customer and Provider understand and intend that Customer's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements. To the extent Provider's remedies for a Customer default under this Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the Customer's current fiscal period.

14. 11.8. Governmental Immunity Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to Customer, its respective officials, employees, contractors, or agents, or any other ~~person~~ acting on behalf of Customer and, in particular, governmental immunity afforded or available to Customer pursuant to the Colorado Governmental Immunity Act, §§ ~~24~~101, *et seq.*, C.R.S.

15. Miscellaneous

(a) Entire Agreement This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the ~~statements~~ made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement ~~as of the Effective Date~~; and (iii) third, any other documents incorporated herein by reference.

(b) Notices All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices ~~shall be~~ delivered by personal delivery, nationally recognized overnight courier (with all fees ~~paid~~), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage ~~paid~~). ~~Except~~ as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure Notwithstanding anything herein to the contrary, neither party shall be liable or deemed to be in default for any delay or failure in performance hereunder to the extent resulting, directly or indirectly, from acts of God, acts of war, terrorism, ~~or civil~~ insurrection, strikes, walkouts, or other organized labor interruptions, telecommunications or utility interruptions or failures, fire, explosions, floods, pandemic, disease outbreaks, endemics, including without limitation COVID-19, or other natural disasters, any similar cause or any third party beyond the reasonable control of such party, and any delay or failure of the other party to fulfill its obligations hereunder ("Force Majeure Event"). Notwithstanding the foregoing, a Force Majeure Event ~~shall~~ excuse the failure to make a payment due under this Agreement, except to the extent that the Force Majeure Event physically interferes with the delivery of the payment. The party whose performance is affected shall use commercially reasonable ~~efforts~~ to minimize the impact of such Force Majeure Event.

(d) Amendment and Modification; Waiver No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction This Agreement is governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado. Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado in each case located in the city of Aurora and County of Adams and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment Provider may assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Customer. However, Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment, delegation, or transfer by Customer in violation of this Section 12(g) is void.

(h) Export Regulation Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(i) Equitable Relief Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under 5 would cause the other Party irreparable harm for which

monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j) Binding Effect This Agreement will be binding upon and inure to the benefit of the Parties and their successors or permitted assigns.

(k) Counterparts This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

DAVEY RESOURCE GROUP, INC.

BLACKSTONE METROPOLITAN DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Services shall be subject to the Software-As-A-Service agreement found at <https://treekeepersoftware.com>.

TreeKeeper® Software

- One-year subscription - Tier 1 \$3,600/yr

Additional TreeKeeper® Services

- Custom TreeKeeper® Training \$750 web/\$1,800 on site
- One-Year of Unlimited Telephone Support \$1,000
- Custom TreeKeeper® Training and One-Year of Unlimited Request for Raw Data \$1750 web/\$2,800 on site
Once per quarter at no charge



DESIGN
CONCEPTS

Community + Landscape Architects

July 30, 2024

Clint C. Waldron
White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue
Suite 2000
Centennial, CO 80122

Re: Final Acceptance of Blackstone Entryways and Medians

Dear Clint,

I have reviewed the site improvements by Singing Hills Landscape, Inc. for the Entryway and Median Improvements at Blackstone Metro District and find them to be substantially complete. I recommend that the project be accepted for Final Completion as of July 26, 2023.

Sincerely,



DESIGN
CONCEPTS

Tory Hancock
Project Manager
toryh@dcla.net
July 30, 2024

Full Spectrum Lighting
 1630 W 54th Pl
 Denver, CO 80221 USA
 303-204-0949
 ellyia@fullspectrumlighting-inc.com
 28-22922

Invoice

BILL TO
Mrs Chris Herron Blackstone Metro District Westwind Management Group LLC 27 Inverness Drive East Co. Englewood, CO 80112

SHIP TO
Mrs Chris Herron Blackstone Metro District Blackstone Metro District DeEtt Glover Westwind Management Group LLC 27 Inverness Drive East Englewood, Co. 80112

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
33200	07/24/2024	\$3,479.40	08/23/2024	Net 30	

P.O. NUMBER
 2322897120

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Electrician	Diagnosed issue with all new monuments. Replaced old GFI's with new GFI's. Technicians found multiple issues with old GFI's on monuments. Found tripped breakers due to bad GFI's.	28	110.00	3,080.00
Material	Weatherproof GFI's	1	334.40	334.40
Service	Service Call	1	65.00	65.00

Contact Full Spectrum Lighting to pay.

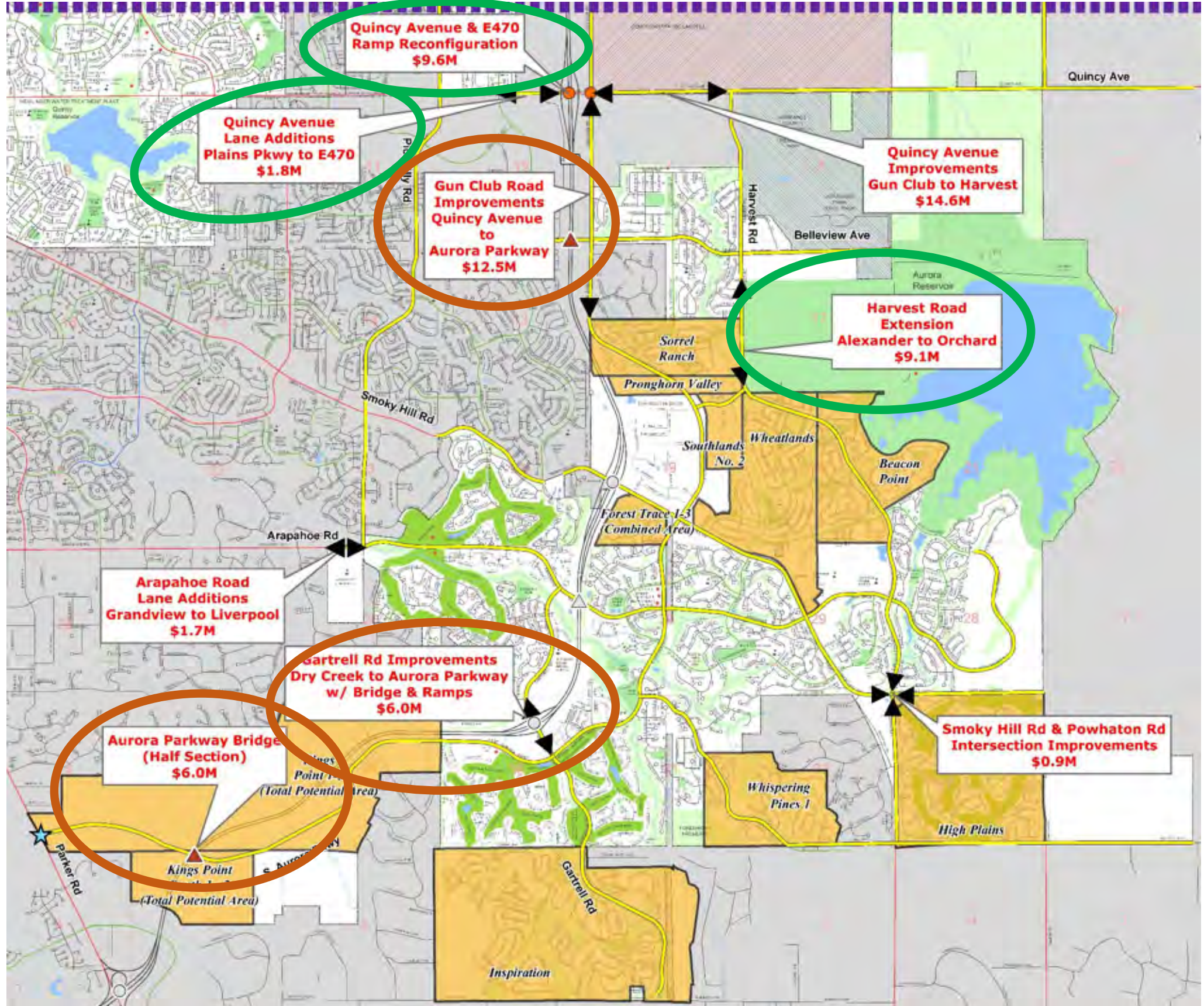
BALANCE DUE

\$3,479.40

SARIA MASTER PLAN 2

Initial Bonding

-  Full Funding
-  Design Funding



**SOUTH AURORA REGIONAL IMPROVEMENT AUTHORITY
ARI MASTER PLAN NUMBER THREE**

WHEREAS, the South Aurora Regional Improvement Authority (the “Authority”) is a separate legal entity, public corporation, and political subdivision of the State of Colorado organized pursuant to the South Aurora Regional Improvement Authority Establishment Agreement entered into by and among the City of Aurora (the “City”) and Blackstone Metropolitan District (formerly High Plains Metropolitan District), Forest Trace Metropolitan District Nos. 1-3, Beacon Point Metropolitan District, Sorrel Ranch Metropolitan District, Southlands Metropolitan District No. 2, Wheatlands Metropolitan District, Prairie Point Metropolitan District Nos. 1-3 (formerly Kings Point Metropolitan District Nos. 1-3), Kings Point South Metropolitan District Nos. 1-3, Inspiration Metropolitan District, Whispering Pines Metropolitan District No. 1, Pronghorn Valley Metropolitan District, and Senac South Metropolitan District Nos. 1-4 (collectively, the “Districts”) originally dated July 10, 2017 (together with any amendments, the “Establishment Agreement”); and

WHEREAS, the Authority was formed, generally, to provide the functions and services necessary to acquire, construct, finance, maintain and manage certain Regional Improvements (as defined in the Establishment Agreement) that may be identified and agreed upon by the City and the Districts from time to time to benefit the City and the Districts, their constituents, and the public, and to promote the public welfare; and

WHEREAS, the Establishment Agreement provides that the Authority may adopt an ARI Master Plan to set forth a plan for the provision of Regional Improvements; and

WHEREAS, the Establishment Agreement states: “‘ARI Master Plan’ means a master plan for the Regional Improvements adopted by the Authority pursuant to the Code and the Service Plans of the Districts,” and, “‘Regional Improvements’ means the projects identified in Exhibit B [to the Establishment Agreement];” and

WHEREAS, Exhibit B to the Establishment Agreement identified the Regional Improvements by specific projects and set forth the estimated costs for such projects in 2017; and

WHEREAS, the estimated costs for the projects identified in Exhibit B have been revised and updated to current estimated amounts as shown in Attachment 1, attached hereto and incorporated by reference herein, which Attachment 1 shall for the purposes of this ARI Master Plan Number Three amend said Exhibit B; and

WHEREAS, Section 4.01(f) of the Establishment Agreement grants the Authority the power to approve and modify ARI Master Plan(s); and

WHEREAS, the Authority adopted the South Aurora Regional Improvement Authority ARI Master Plan Number One (“ARI Master Plan Number One”) on December 8, 2017; and

WHEREAS, the Authority adopted the South Aurora Regional Improvement Authority ARI Master Plan Number Two (“ARI Master Plan Number Two”) on June 15, 2018, which ARI Master Plan Number Two amended, replaced and superseded in its entirety ARI Master Plan Number One; and

WHEREAS, the Authority has considered the proposed Regional Improvements set forth in the Establishment Agreement and ARI Master Plan Number One, and at this time desires to adopt this ARI Master Plan Number Three in order amend and supplement ARI Master Plan Number Two to establish a plan to acquire, construct, finance, maintain and manage additional Regional Improvements, or parts thereof, as further set forth herein; and

WHEREAS, it is understood that all of the Regional Improvements described herein will ultimately be owned, operated and maintained by the City, Arapahoe County or the E-470 Public Highway Authority.

NOW, THEREFORE, the Authority hereby adopts the following ARI Master Plan Number Three:

Section 1. Effect. This ARI Master Plan Number Three amends and supplements ARI Master Plan Number Two. In the event of any conflict between the provisions of this ARI Master Plan Number Three and those of ARI Master Plan Number Two, the provisions of this ARI Master Plan Number Three shall control. Except as modified herein, all provisions of ARI Master Plan Number Two shall remain unchanged and in full force and effect.

Section 2. Prioritized Regional Improvements. The Authority will undertake, prioritize and support the completion of the following Regional Improvements projects as further described herein, such projects also being identified in Attachment 1 hereto:

A. Gun Club Road Improvements (Quincy Road to Aurora Parkway)

i. The current estimated cost for the Gun Club Road Improvements is \$_____.

ii. Funding for the Gun Club Road Improvements is anticipated to be provided by the Authority, the City, Arapahoe County (the “County”) and other interested parties in amounts and in a manner to be determined. Upon information from the County, the Authority understands the County recognizes its responsibility to fund 50% of the Gun Club Road Improvements.

iii. ARI Master Plan Number Two authorized the Authority to contribute to the City an initial amount of up to \$2,300,000 toward the initial scoping, preliminary design and other initial components of the Gun Club Road Improvements, including but not limited to providing for the identification and relocation of existing utilities.

iv. Pursuant to this ARI Master Plan Number Three, the Authority may contribute an additional amount of up to \$_____ toward the furtherance of the initial scoping, preliminary design and other initial components, as well as the construction and completion, of the Gun Club Road Improvements.

v. The Authority may in its discretion enter into one or more agreements with the City, the County or other interested parties in order to most effectively and efficiently utilize the Authority's contribution toward the Gun Club Road Improvements set forth herein, including but not limited to by entering into reimbursement agreements with such parties.

B. Aurora Parkway Extension (Half Section Bridge)

i. The current estimated cost for the Aurora Parkway Extension (Half Section Bridge) is \$_____.

ii. The Authority acknowledges that substantial cost savings may be achieved by planning and completing the Aurora Parkway Extension as a full section, as opposed to only a half section.

iii. ARI Master Plan Number Two authorized the Authority to contribute an initial amount of up to \$700,000 toward the initial scoping, preliminary design and other initial components of the Aurora Parkway Extension, including to investigate and facilitate the planning for the completion of the full section bridge.

iv. Pursuant to this ARI Master Plan Number Three, the Authority may contribute an additional amount of up to \$_____ to further the initial scoping, preliminary design and other initial components, as well as the construction and completion, of the Aurora Parkway Extension. In addition, the Authority may contribute up to 737,897.50 to the City for the limited purpose of supporting the long-term capital repair and replacement needs of the Aurora Parkway Extension.

v. The Authority acknowledges that the Establishment Agreement lists only a Half Section Bridge as part of the Regional Improvements. Notwithstanding the foregoing, the Authority may contribute funds toward the initial scoping, preliminary design and other initial components, and the construction and completion of more than a Half Section Bridge to the extent such additional work is necessary and conducive to the completion of the Half Section Bridge, including, for example, by funding the design and construction of full width abutments. The details of any such funding shall be set forth in one or more project agreements.

vi. The Authority may in its discretion enter into one or more agreements with the City or other interested parties in order to most effectively and efficiently utilize the Authority's contribution toward the Aurora Parkway Extension (Half Section Bridge), including but not limited to by entering into reimbursement agreements with such parties.

C. Gartrell Road Improvements (Dry Creek to Aurora (with Bridge and Ramps))

- i. The current estimated cost for the Gartrell Road Improvements is \$_____.
- ii. ARI Master Plan Number Two authorized the Authority to contribute an initial amount of up to \$500,000 toward the initial scoping, design and other initial components of the Gartrell Road Improvements.
- iii. Pursuant to this ARI Master Plan Number Three, the Authority may contribute an additional amount of up to \$_____ to further the initial scoping, preliminary design and other initial components, as well as the construction and completion, of the Gartrell Road Improvements.
- iv. The Authority may in its discretion enter into one or more agreements with the City or other interested parties in order to most effectively and efficiently utilize the Authority's contribution toward the Gartrell Road Improvements, including but not limited to by entering into reimbursement agreements with such parties.

D. Other Regional Improvements

- i. Other Regional Improvements as identified in Exhibit B to the Establishment Agreement and Attachment 1 hereto but not included in this ARI Master Plan Number Three may be the subject of one or more future ARI Master Plans as determined by the Authority.

Section 3. Funding Methods. In order to fund the Regional Improvements and the Authority's contributions as described in this ARI Master Plan Number Three, the Authority may issue up to \$_____ of revenue bonds or other obligations, subject to the discretion of the Authority, secured by the revenues received by the Authority arising from the pledge of the ARI Mill Levies by each of the Districts pursuant to the Establishment Agreement and other funds legally available to the Authority; provided, all funding to be provided by the Authority, the City, the Districts, and any interested party(ies) as described in this ARI Master Plan Number Three may be accomplished by any means legally available to them.

Section 4. Authorization and Direction of Authority Consultants. The Authority authorizes and directs the Authority's consultants, including but not limited to its manager, legal counsel, accountant, municipal advisor, bond counsel and investment banker, to take all actions reasonably necessary to initiate and facilitate the issuance of revenue bonds or other obligations by the Authority as soon as practicable following the Authority's approval of this ARI Master Plan Number Three to fund the Regional Improvements as described herein, subject to the final discretion and approval of the Board of Directors of the Authority of any such revenue bonds or other obligations.

Section 6. ARI Master Plan Limitations. This ARI Master Plan Number Three is adopted by the Authority pursuant to the provisions of the Establishment Agreement. Any and all financial obligations of the Authority indicated herein, whether direct or contingent, are subject to and do not by themselves establish prior annual appropriations of money by the Authority.

Section 7. Not a Contract. This ARI Master Plan Number Three is not a contract.

Section 8. Amendment. This ARI Master Plan Number Three may be amended in whole or in part at any time by the Authority.

Section 9. Capitalized Terms. All capitalized terms used but not defined in this ARI Master Plan Number Three shall have the meanings set forth in the Establishment Agreement.

Section 10. Incorporation of Recitals and Attachments. The recitals and attachments hereof are incorporated herein by reference.

[remainder of page intentionally left blank]

ADOPTED THIS ____ DAY OF _____, 2024.

**SOUTH AURORA REGIONAL
IMPROVEMENT AUTHORITY**

/s/ _____

Name: _____

Title: _____

DRAFT

APPROVED BY THE CITY AND THE DISTRICTS THROUGH THEIR RESPECTIVE DESIGNATED REPRESENTATIVES UNDER SECTION 5.08 OF THE ESTABLISHMENT AGREEMENT AS OF THE DATES SET FORTH BELOW:

CITY OF AURORA

By: _____

Name: _____

Its: Designated Representative

Date: _____

BLACKSTONE METROPOLITAN DISTRICT (formerly High Plains Metropolitan District)

By: _____

Name: _____

Its: Designated Representative

Date: _____

FOREST TRACE METROPOLITAN DISTRICT NOS. 1-3

By: _____

Name: _____

Its: Designated Representative

Date: _____

BEACON POINT METROPOLITAN DISTRICT

By: _____

Name: _____

Its: Designated Representative

Date: _____

SORREL RANCH METROPOLITAN DISTRICT

By: _____

Name: _____

Its: Designated Representative

Date: _____

SOUTHLANDS METROPOLITAN DISTRICT NO. 2

By: _____

Name: _____

Its: Designated Representative

Date: _____

WHEATLANDS METROPOLITAN DISTRICT

By: _____

Name: _____

Its: Designated Representative

Date: _____

KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 1

By: _____

Name: _____

Its: Designated Representative

Date: _____

KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 2

By: _____

Name: _____

Its: Designated Representative

Date: _____

KINGS POINT SOUTH METROPOLITAN DISTRICT NO. 3

By: _____

Name: _____

Its: Designated Representative

Date: _____

PRAIRIE POINT METROPOLITAN DISTRICT NOS. 1-3

By: _____

Name: _____

Its: Designated Representative

Date: _____

INSPIRATION METROPOLITAN DISTRICT

By: _____

Name: _____

Its: Designated Representative

Date: _____

WHISPERING PINES METROPOLITAN DISTRICT NO. 1

By: _____

Name: _____

Its: Designated Representative

Date: _____

DRAFT

PRONGHORN VALLEY METROPOLITAN DISTRICT

By: _____

Name: _____

Its: Designated Representative

Date: _____

SENAC SOUTH METROPOLITAN DISTRICT NOS. 1-4

By: _____

Name: _____

Its: Designated Representative

Date: _____

DRAFT

Attachment 1

REGIONAL IMPROVEMENTS

Project	Estimated Cost (August 1, 2024)
Harvest Road Improvements —Alexander to Orchard	[completed]
Smoky Hill and Powhatan Road Infrastructure Improvements	[completed]
Quincy Avenue Improvements —Gun Club to Harvest	\$
Gartrell Road Improvements —Dry Creek to Aurora (with Bridge and Ramps)	\$
Aurora Parkway Extension —Half Section Bridge	\$
Arapahoe Road Lane Additions —Grandview to Liverpool	\$
Gun Club Road Improvements —Quincy to Aurora Parkway	\$
Aurora Parkway Lane Additions	[to be completed by others]
Quincy Avenue Lane Additions —Plains to E-4 70	[completed]
Quincy & E-470 Ramp Reconfiguration	[completed]
<hr/>	
Total	\$

Ask SDA

Editor's Note: This article originally appeared as an Ask Evan in the October-November 2017 issue, and we thought this would be a great time to share the information again following the elections last month.

Q: What are qualities that can contribute to an effective Board of Directors?

A: There are several qualities leading to an effective Board:

- » Open and honest communications
- » Trust
- » No secret agendas
- » Respect for all opinions
- » Avoid cliques: Remember, we all ride for the same brand
 - > Cliques that try to line up their votes outside of the Board meeting will lead to divisions that will start to affect all Board interaction and can result in 3-2 votes on every issue
 - > Regular discussions between Board members can lead to suspicions among other Board members. Such discussions are not wrong, but spread it around, don't exclude others
 - > Cliques can seriously erode trust among Board members
- » Avoid ambush: Don't spring issues or charges on the Chairman, District Manager, or Chief by surprise. If you want an issue discussed, bring it up in a time and manner to provide for review and discussion when everyone has had a chance to understand the background
- » Everyone should strive to keep the focus on POLICY, not minutia
- » Board communications must be all-inclusive
- » Everyone is responsible for the outcome
- » Remember, special district Boards are non-partisan by design
- » The goal is not to WIN, but to come up with GOOD POLICY and arrive at BEST SOLUTIONS
- » A good Board seeks to peer into the future and to set policies to get the district there
- » Be willing to listen. Seek to find the gem of wisdom in everyone's contribution to the discussion
- » Do not take it personally: deal with ideas, policies, and issues, not personalities
- » Learn to disagree without being disagreeable
- » Some Boards deal with a lot of trivia or administrative details to avoid dealing with a big or controversial issue
 - > Is it a Board issue or is it a District Manager/Chief's issue?
 - > If it has been resolved before, what has changed for us to bring it up again?
- » Once a decision is made, it is the decision, and everyone should get behind it and support it. There are no minority reports in good Boards. 🍌



Ann Terry, SDA Executive Director.

