

Blackstone Metropolitan District
SPECIAL MEETING OF THE BOARD OF DIRECTORS
January 17, 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:

Shawn McGoff	President	Term to May 2025
Perry Deeds	Vice President	Term to May 2025
Lee McCall	Treasurer	Term to May 2027
Lisa Monahan	Secretary	Term to May 2027
Marty Liles	Director	Term to May 2025

Management Representative: Jordan Devine (Westwind)

District Consultants / Contractors: Clint Waldron (WBA), Ben Zand (LandTech)

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. For in-person meetings, please sign in. For virtual meetings, please click on raise hand, during the time of Public Comment.

V. 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 November 7, 2023, Special Meeting Minutes (**enclosure**; p.5-9)
- b. Approve Singing Hills Change Order (**to be distributed**)

VI. LANDSCAPE REPORT

- a. Landscape Maintenance Report and Update on Approved Work Orders – Ben Zand, Account Manager, LandTech (**enclosure**; p.11-16)
 1. Consider Proposal to Replace Stolen Backflows (**enclosure**; p.17-18)
 2. Discuss Security Options for Backflows
 3. Consider Proposal for Winter Watering Options for 2023-2024 Winter Season (**enclosure**; 19-20)
- b. Discuss Snow Removal on City-Owned Streets
- c. Discuss Colored Lights Option for Blackstone Monument Sign

VII. COMMITTEE REPORTS

- a. Landscape Committee
 1. Capital Projects
 - i. Median and Entryway Project Update
 2. Consider Fee Proposal for Medians Master Plan Design from Design Concepts (**enclosure**; p.22-28)
 3. Consider Committee Member/s Resignation (**to be distributed under separate cover**)
- b. Architectural / Design Review
- c. Social
 1. Consider Committee Member/s Resignation (**to be distributed under separate cover**)
 2. Discuss 2024 Holiday Party for Board and Committee Members
 3. Discuss Spring Social

VIII. MANAGEMENT REPORT

- a. District Management Report (**enclosure**; p.30-31)
- b. Discuss Country Club Meeting Space
- c. Review Process for Managing Flock Cameras
- d. Discuss Outstanding Balances from Lennar Accounts
- e. Consider Playground Inspection Service Contract from Rocky Mountain Playground Services (**enclosure**; p.32-37)
- f. Discuss Installation of Playground Canopy
- g. Westwind Delinquency and Compliance Report (**to be distributed under separate cover**)
- h. Consider Settlement Offer from Account 86525 (**to be distributed under separate cover**)
- i. Fee Waiver Requests (**to be distributed under separate cover**)
- j. Other Management Matters

IX. DISTRICT MEMBERSHIPS / REPRESENTATIVE REPORTS

- a. Wheatlands Park and Rec – Perry Deeds

X. OTHER BUSINESS

XI. 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.

XII. ADJOURNMENT

CONSENT AGENDA

Blackstone Metropolitan District
SPECIAL MEETING OF THE BOARD OF DIRECTORS
MINUTES
November 7, 2023

I. ATTENDANCE & CALL TO ORDER

Board Members in attendance were Shawn McGoff, Perry Deeds, Lee McCall, Marty Liles, and Lisa Monahan.

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

II. DISCLOSURE OF ANY CONFLICTS OF INTEREST – There were no conflicts to disclose.

III. AGENDA REVIEW / UPDATES OR APPROVAL – Ms. Devine requested to amend the agenda to include a review of email correspondence with LandTech, consideration of a service request from Design Concepts, and discussion of the existing concrete at the Smoky Hill entrance under VIII. COMMITTEE REPORTS, a. Landscape Committee. Ms. Devine also requested to amend the agenda to include a contract with That Eighties Band for consideration of approval under VIII. COMMITTEE REPORTS, c. Social, and a discussion of a newly planted tree with a broken post under VII. LANDSCAPE REPORT. Upon motion duly made by Director McGoff, seconded by Director Deeds, upon vote, unanimously carried, the Board approved the agenda as amended.

IV. PUBLIC COMMENT

Attorney Waldron opened the meeting for public comment.

- An owner expressed their concerns with the landscaping and current capital project and inquired about the District mill levy.

V. CONSENT AGENDA

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

- a. Approve September 19, 2023, Regular Meeting Minutes
- b. Approve September 26, 2023, Annual Meeting Minutes
- c. Approve September 26, 2023, Special Meeting Minutes
- d. Approve and Ratify Payment of Claims in the amount of \$1,110,095.87
- e. Approve Special District Disclosure Notice Pursuant to 32-1-809, C.R.S.
- f. Approve Workers' Compensation Coverage with Colorado Special Districts Property and Liability Pool
- g. Approval of 2024 Agency Fee Invoice from T. Charles Wilson for Broker Services
- h. Approval of Independent Contractor Agreement with Stormwater Asset Protection, LLC (SWAP)
- i. Approval of Independent Contractor Agreement with Lee Design Group, LLC for Design Services
- j. Approval of First Amendment Independent Contractor Agreement with Full Spectrum Lighting, Inc. for Lighting Maintenance Services
- k. Independent Contractor Agreement with Pet Scoop

- I. Approval of Intergovernmental Agreement with City of Aurora Regarding Snow Removal on City Streets
- m. Ratify 2022 Annual Report

VI. FINANCIAL REPORT

- a. Mr. Bourgouin of CliftonLarsonAllen LLP presented the financial statements updated as of September 30, 2023.
- b. The Board reviewed the Special Districts Master Services Agreement with CliftonLarsonAllen LLP.
- c. The Board reviewed the Special Districts Preparation Statement of Work and Payroll Services Statement of Work with CliftonLarsonAllen LLP.

Following discussion, upon motion duly made by Director McGoff, seconded by Director Deeds, upon vote, unanimously carried, the Board approved the Special Districts Master Services Agreement and Special Districts Preparation Statement of Work and Payroll Services Statement of Work with CliftonLarsonAllen LLP.

- d. Conduct Public Hearing on 2023 Budget Amendment and Consider Adoption of Resolution Amending 2023 Budget – An amendment was not necessary.
- e. Conduct Public Hearing on 2024 Budget and Consider Adoption of Resolution Adopting 2024 Budget, Imposing Mill Levy, and Appropriating Funds – Mr. Bourgouin presented the 2024 budget and resolution to the Board. Attorney Waldron opened the public hearing on the proposed 2024 Budget. Attorney Waldron noted that the notice of public hearing was provided in accordance with Colorado law. No written objections were received prior to the meeting. There being no public comment, the hearing was closed. Upon motion duly made by Director McGoff, seconded by Director Deeds, upon vote, unanimously carried, the Board adopted the resolution adopting the 2024 Budget, appropriating funds therefore and certifying mill levies for the general fund, debt service fund and ARI fund, subject to receipt of the final assessed valuation, any legislative changes, final legal review and final accounting review and revisions.
- f. Consider Approval of Proposal for 2023 Audit Services – Upon motion duly made and seconded, upon vote, unanimously carried, the Board approved the proposal for 2023 audit services.
- g. Other Financial Matters – None.

VII. LANDSCAPE REPORT

- a. Ben Zand, Account Manager with LandTech Contractors, LLC, presented the recent landscape activities – Fall cleanup schedule; Hilltop Park shrubs; sod replacement at the Monahan entrance; detention pond inspections; installation of holiday lighting update.
 - 1. Consider 2024-2025 Landscape Maintenance Contract with LandTech – Upon motion duly made by Director McCall, seconded by Director Liles, upon vote, unanimously carried, the Board approved the 2024-2025 Landscape Maintenance Contract with LandTech with the 2% increase in 2025-2026.
 - 2. Consider 2024 Tree Installation Proposal – Tabled until April 2024.
- b. Consider Work Order for 2024 Tree Planting Management for New & Warranty Trees Proposal from Tree Analysis Group, LLC – Following discussion, upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board approved the Work Order for 2024 Tree Planting Management for New & Warranty Trees Proposal from

Tree Analysis Group, LLC. Upon motion duly made by Director McCall, seconded by Director Deeds, upon vote, unanimously carried, the Board amended the previous motion to not approve the Work Order for 2024 Tree Planting Management for New & Warranty Trees Proposal from Tree Analysis Group, LLC.

VIII. COMMITTEE REPORTS

a. Landscape Committee

1. Review Email Correspondence from LandTech – The Board reviewed the email correspondence from LandTech and requested Attorney Waldron to follow up on contractual obligations.
2. Consider Additional Service Request from Design Concepts – Upon motion duly made by Director McGoff, seconded by Director Deeds, upon vote, unanimously carried, the Board approved the Additional Service Request from Design Concepts at a cost of \$8,810.00.
3. Discuss the Existing Concrete at the Smoky Hill Entrance – The Board reviewed the current condition of the concrete at the Smoky Hill Entrance and tabled further discussion until the area could be assessed more thoroughly.
4. Consider Proposal for 3 Dog Waste Stations from LandTech – Following discussion, upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board approved the proposal for 3 dog waste stations, two on South Blackstone Parkway and one on East Mineral Drive.
5. Capital Projects
 - i. Median and Entryway Project Update – Carol Hesketh and Cheryl Hamilton presented the updates to the Board and asked the Board to consider proposals for conceptual plans to be shared at a later meeting.

b. Architectural / Design Review

1. The Board reviewed the updated version of the compliance advisory letter template.

c. Director McCall presented the recent activities of the Social Committee.

1. The Board considered the resignation of Estrella Gallegos from the Social Committee. Upon motion duly made by Director McCall and seconded, upon vote, unanimously carried, the Board accepted the resignation of Estrella Gallegos from the Social Committee.
2. Director Deeds presented The Eighties Band contract for the summer event. Upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board approved the contract with The Eighties Band for the 2024 summer event.

IX. LEGAL REPORT

- a. Attorney Waldron presented the 2024 Annual Administrative Resolution. Upon motion duly made by Director McGoff, seconded by Director Monahan, upon vote, unanimously carried, the Board adopted the 2024 Annual Administrative Resolution.

- b. Mr. Bourgouin reviewed the implementation of accessibility standards for individuals with a disability for information technology systems employed by the District.

X. MANAGEMENT REPORT

- a. Ms. Devine presented the District Management Report
- b. The Board reviewed proposals from Heatherly Creative and Streamline for District website management. Upon motion duly made Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board approved the proposal for District website management from Streamline.
- c. The Board reviewed the insurance general liability schedule and limits and considered authorization to bind coverage. Upon motion duly made and seconded, upon vote, unanimously carried, the Board approved the general liability schedule and authorization to bind coverage.
- d. The Board reviewed the Independent Contractor Agreement with Westwind Management Group, LLC for District management services. Upon motion duly made by Director McCall, seconded by Director Deeds, upon vote (4:1), the Board approved the Independent Contractor Agreement with Westwind Management Group, LLC for District management services.
- e. Ms. Devine presented the delinquency and compliance report.
- f. Ms. Devine presented the fee waiver requests for consideration of approval by the Board. Upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board approved the fee waiver request from account 85907. Upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board approved the fee waiver request from account 86085. Upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board approved the fee waiver request from account 85808. Upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board approved the fee waiver request from account 86026. Upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board denied the fee waiver request from account 86071. Upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board approved the fee waiver request from account 86084 so long as the owner was currently in compliance. Upon motion duly made and seconded, upon vote (4:1), the Board approved the fee waiver request from account 86508. Upon motion duly made by Director McCall, seconded by Director Monahan, upon vote (4:1), the Board approved the fee waiver request from account 91279.
- g. The Board discussed the payment process for quarterly statements and ACH change.
- h. There were no other management matters to discuss.

XI. DISTRICT MEMBERSHIP/REPRESENTATIVE REPORTS

- a. Wheatlands Park and Rec – Director Deeds reported on the upcoming meeting scheduled November 20, 2023.

XII. OTHER BUSINESS

- No other business reported.

II. PUBLIC COMMENT

- An owner asked for clarification on the District management fee, capital project funding, and expressed concerns with Singing Hills Landscape. They also asked to have the meeting agenda included as an attachment in the community email announcement of upcoming Board meetings.

III. ADJOURNMENT

- A motion was duly made by Director McCall, seconded by Director Monahan, and unanimously carried, to adjourn the meeting at 9:02 pm.

Minutes approved: _____ Date: _____

LANDSCAPE REPORT

December And January Monthly Report

Wednesday, January 10, 2024

Prepared For Blackstone Metropolitan District



Item 1

Holiday decor will be removed and stored no later than the 24th of January.



Item 2

Cutting of the ornamental grasses as a part of the “Spring Clean-Up” is underway and will be continually worked on as the weather permits.



Item 3

Additional grasses that have already been cut.



Item 4

Hilltop Park after snow removal. Photo taken on 1.9.2024.



Item 5

Canyon Park view on 1.9.2024



Item 6

Country Club Park view as of 1.9.2024.



Item 7

View of one of the mail box kiosks. We do clear these after each storm and this year we provided ice melt for residents to use as well. We will keep an eye on these and refill them as needed throughout the winter.



Item 8

Medians cleared of snow, grasses to be cut over the next few weeks.



Item 9

Mineral median looking east.

Item 10

Ongoing services:

- Servicing dog stations and weekly trash patrol.
- Cutting ornamental grasses.
- Snow removal as needed.
- Winter watering of trees that are under warranty as the snow and temperatures allow.

Completed services:

- Holiday decor installation.
- Full and final winterization of the irrigation system (took place late November/early December).

Upcoming services:

- Removal and storage of holiday decor.



Replacing 2 Stolen Backflows at Smokey Hill Entrance

Date 12/8/2023
Customer Jordan Devine | Westwind Management | 27 Inverness Drive East | Englewood, CO 80112
Property Blackstone Metro District | 7777 S. Country Club Pkwy | Aurora, CO 80016
Billing Email curtis.bourgouin@claconnect.com

Description

Dear Jordan,

Landtech has provided the price to replace two stolen backflows from the Smokey Hill entrance. We will install a new 1" Wilkins Reduced Pressure Assembly, and a 2" Wilkins Reduced Pressure Assembly.

The total price includes the material, equipment, and labor to install the new backflows. The total price does not include replacement enclosures, or resetting the concrete pad, as both of those are still in place.

Backflow Installation

Items	Quantity	Unit	
WILKINS 375 REDUCED PRESSURE ASSY 1"	1.00	Ea	
Misc Irrigation Materials	1.00	Ea	
			Backflow Installation: \$1,766.14

Backflow Installation

Items	Quantity	Unit	
WILKINS 975 REDUCED PRESSURE ASSY. LF 2"	1.00	Ea	
Misc Irrigation Materials	1.00	Ea	
			Backflow Installation: \$2,933.86

PROJECT TOTAL: \$4,700.00

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 12/8/2023

Landtech Contractors, LLC

By _____

Date _____

Blackstone Metro District



Winter Water Options for Blackstone Metro District

Date 11/15/2023
Customer Jordan Devine | Westwind Management | 27 Inverness Drive East | Englewood, CO 80112
Property Blackstone Metro District | 7777 S. Country Club Pkwy | Aurora, CO 80016
Billing Email curtis.bourgouin@claconnect.com

Winter Watering Options for 2023-2024 Winter Season

Dear Jordan,

Landtech has provided the proposal below for winter watering 301 trees that we installed in 2021 at the Blackstone Metro District that are no longer under warranty/include winter care. The first price below is for the installation and initial filling of Gator Bags on 301 trees around the property (294 deciduous trees & 7 evergreen trees). Green Gator Bags will be installed at the base of each deciduous tree, & brown "donut shaped" Gator Bags will be installed at the base of each evergreen tree.

Gator bags hold ~10-15 gallons of water each and will slowly trickle down to the roots of trees over many hours and are a good option for winter watering. Winter watering would only be performed on days that winter temperatures can allow and would be performed in between snow events.

Landtech has also provided a second price on this proposal for subsequent rounds of filling the Gator Bags. Each winter is different but on average filling the bags three times over the course of the winter season is considered a good practice. Each subsequent round would be billed at the price provided below, but we will reach out and confirm with you all prior to executing any subsequent rounds of watering, so that we have your approval.

Landtech has also provided a separate price for deep root probe watering of the 301 trees. This does not include Gator Bag installation and is also a per round price. Deep root probe watering increases water uptake into the trees, but is generally better for larger older trees that have more developed root systems, but it would still be a good option for these trees.

Additionally, Landtech has provided an optional price for the installation and removal of tree wrap on the 294 deciduous trees (tree wrap is not necessary for evergreen trees). This was also a service that was included in the initial 2-year warranty and care in the tree installation contract.

Please initial or indicate below which options you approve of.

Winter Watering - Gator Bag Installation and Initial Filling

Items	Quantity	Unit
Gator Bag Install and First Round of Filling Bags	301.00	Ea

Winter Watering - Gator Bag Installation and Initial Filling: \$4,275.00

Subsequent Per Round Cost of Winter Watering

Items	Quantity	Unit	
Winter Water Per Round - After Gator Bag Installation	301.00	Ea	
Subsequent Per Round Cost of Winter Watering:			\$2,335.00

Deep Root Probe Winter Watering

Items	Quantity	Unit	
Winter Watering - Deep Root Probe Per Round Price	301.00	Ea	
Deep Root Probe Winter Watering:			\$5,565.00

PROJECT TOTAL: \$12,175.00

Optional Services

Initial next to the Optional Services you would like to accept.

_____ **Tree Wrap - Installation of Tree Wrap and Removal on 294 Deciduous trees** **\$4,220.00**

Terms & Conditions

By _____
Ben Zand
Date 11/15/2023

Landtech Contractors, LLC

By _____
Date _____

Blackstone Metro District

COMMITTEE REPORTS



December 19, 2023

Carol Hesketh
Blackstone Metro District
(714) 501-1364
heskethcarol@gmail.com

Project: Blackstone Community – Medians Master Plan Design

Dear Carol:

Design Concepts is pleased to provide our proposal for landscape architectural services for Master Plan design of the medians at the Blackstone Community in Aurora.

It is our understanding that the project scope includes master plan design for improvements to the medians on S. Country Club Pkwy, S. Blackstone Pkwy, and E. Mineral Dr. The design will build upon and enhance the work previously completed by Design Concepts at the roundabouts and entries to the community. In collaboration with the Landscape Committee at Blackstone, we will develop conceptual plans that provide an exciting median master plan design for landscape and hardscapes. We understand that the city does not allow for any new bluegrass sod, so our design approach will be strategic in preserving existing sod areas as appropriate and valued by the community. Our deliverable will be a booklet showcasing the master plan renderings along with an executive summary capturing the design process. This document will serve as a tool for you to begin implementing the improvements in the future.

We have included time for a pre-application meeting with City of Aurora to review the proposed improvements so we can become aware of any limitations. A complete city review process is assumed to not be needed for this phase and is not included in this proposal. Our work will be done using all available files and backgrounds. To the best of our knowledge, complete drawings for Filing 2 (S Blackstone Pkwy) only exist in PDF format. PDF files are suitable for this master plan work, but this street corridor will require a new site survey to develop construction documents. Additional survey for other areas may also be necessary at that time. Please refer to the Exclusions section for items we assume are not needed for this master plan design but may be needed for development of construction documents.

We look forward to working together to create a vibrant, elegant aesthetic for the medians at Blackstone.

BASIC SERVICES

Concept Design / Master Plan

Based upon Landscape Committee and Community input, we will prepare Concept Design documents for your review.

We will provide the following:

- Review and compile existing plans and design information
- Site inventory and analysis

- Kick off meeting with the Landscape Committee
- Submit an online survey to the Committee
- Prepare (2) conceptual site plans with example imagery
- Prepare (1) final site plan
- Prepare an estimate of probable costs for the improvements
- Prepare (1) final site plan rendering
- Attend (3) design review meetings with the Committee
- Attend (3) review meetings with the Board
- Attend a pre-application meeting with the City of Aurora
- Prepare Master Plan booklet compiling the final design information

FEE PROPOSAL

Lump Sum Total Fee - \$47,980.00

EXCLUSIONS

Exclusions for this proposal are described below. We feel these items are not needed for the conceptual level of design included in this proposal. Although, these items are likely needed during subsequent phases of the design.

- Site survey – Our work for this proposal will be done on available plans and our site verification of existing conditions.
- Geotech Investigations
- Civil Engineering
- Stormwater Management Plan
- Irrigation design
- Structural Engineering
- Electrical Engineering
- City of Aurora plan review – A pre-application meeting is included.
- Construction Related Costs - Including project management, materials testing, contractor coordination.

ADDITIONAL SERVICES

Services not included in Basic Services listed above, but which may become necessary in the course of the project will be billed as additional services on an hourly basis as is in accordance with the attached Schedule of Fees. Such items include plan changes after bidding, design changes or additional design during construction. You will be notified when additional services are required and an estimate will be provided prior to beginning work. Design fees are based upon the scope of work described in this proposal. If the scope of work changes significantly, fees may be adjusted accordingly.

REIMBURSABLE EXPENSES

Reimbursable items include delivery, printing, and reproduction to be used outside our office and will be billed as part of the lump sum fee for Basic Services.

PROJECT RESTART

Once the project is underway, should it be halted at any time for more than 30 calendar days by Client, for any reason, Design Concepts shall have the option of assessing a project restart fee and renegotiating the contract fee, hourly rate, and reimbursable schedule.

TERMS

This fee proposal as submitted is valid for 90 days from date of proposal. Payment for services rendered is billed monthly on the fifth day or at the termination of the project. Payment is due within 30 days of billing date. Any portion of a billing not paid within 60 days of the billing date shall be considered delinquent and shall bear a delinquency charge of one and a half percent (1.5%) per month (annual percentage rate 18%) on the unpaid balance. Rates subject to change without notice.

We appreciate the opportunity to submit our proposal for this work, and we look forward to working with you again.

Sincerely,



Erik Spring, PLA
Principal

ErikS@dcla.net

December 19, 2023

DESIGN
CONCEPTS

Terms and Conditions – Design Concepts as Primary Contractor

Design Concepts will provide Services to Client under the following terms and conditions ("Terms and Conditions"), which are part of a binding agreement between the parties upon the signing of the Proposal:

1. Scope. The Design Concepts Proposal to Client provides for a certain scope of work. If changes are required to the Services, Design Concepts and Client agree to work together to negotiate an appropriate revision to the Proposal and to record the same in substantially the form attached hereto ("Change Order"). All revisions must be in writing and signed by a representative of each party to be effective.
2. Performance. Any target dates or timelines for performance set forth in the Proposal or any Change Order can only be achieved if Design Concepts is provided information in a timely manner by Client and also only so long as Design Concepts is allowed access to the site. Delays in receiving such information and access will result in necessary revision of the above target dates. Revisions made by Design Concepts for these reasons will not require Change Order but will require notice to Client in writing. Revision of the target dates as described in this paragraph will not be a basis for terminating the the parties' agreement for Cause, as that term is defined below.
3. Independent Contractor. Design Concepts is an independent contractor controlling the manner and means to complete the Services. All Services performed by Design Concepts will be performed using equipment, tools and other materials either owned by Design Concepts or specially acquired for provision of the Services. Expenses incurred by Design Concepts specifically for the performance of Services to Client will be billed back to Client as set forth in any Proposal or Change Order. Design Concepts is entirely responsible for payment of all state, federal and local taxes due for any fees paid to Design Concepts by Client. In addition, Design Concepts provides its own worker's compensation insurance for Design Concepts staff members.
4. Fees/Costs/Payment. Client shall pay Design Concepts for the Services and associated costs as set forth in the Proposal or any Change Order. Client agrees to pay the same as set forth therein.
5. Non-exclusivity. Design Concepts does not provide the Services to Client on an exclusive basis. In providing the Services, Design Concepts will rely on forms, format, processes and approaches used routinely by Design Concepts in relation to its clients, all of which are provided on a non-exclusive basis. There is no "work made for hire" under the agreement between Design Concepts and Client but, rather, provision of professional services and standard documentation and design work associated therewith.
6. Confidential Information. To the extent that the Services provided by Design Concepts require that Client provide Design Concepts with Confidential Information, Design Concepts will maintain the same in confidence. Client understands that Confidential Information only applies to truly proprietary information that Client treats as trade secret by clearly marking the same and limiting access to parties other than those for whom access is necessary. Confidential Information does not include the following: a) any and all information used by Design Concepts in performance of any Project that is the property of a third party and that has been licensed to Design Concepts or for which Design Concepts has otherwise received authority for use; b) any and all programs, processes, forms, formats, formulas, spreadsheets and/or other tools created by Design Concepts prior to or during performance of any Services for Client that are not specific to Client but, rather, that are tools of Design Concepts' work in the field providing professional landscape design services; and c) any and all information provided to Client by Design Concepts which is either directly taken from or is derived from the public domain.
7. Indemnification. The Subconsultant shall indemnify and hold harmless Design Concepts and Client, and each of their officers, directors and employees, from and against damages, liabilities, losses, costs, judgments, and expenses, including all legal costs and reasonable attorneys' fees, on account of injury, disease or death to any person, including Subconsultant's employees, Subconsultant's suppliers consultants, or damage to property, or any type of injury, damage or loss to the extent caused by Subconsultant's negligent performance of services. For the purpose of this section, performance of subconsultants includes

the subconsultants of the subconsultants. This indemnity provision agreement shall survive the termination of this agreement. Design Concept's rights of indemnity, as expressly set forth in this Agreement, shall not depend upon the actual payment of any claim, damage, penalty, loss, cost, expense, injury or liability sustained by the Contractor and/or its contractors, subcontractors, agents and/or employees.

8. Insurance. Design Concepts currently carries and will maintain Professional Liability Insurance with a \$2,000,000 limit per claim/\$2,000,000 aggregate; General Liability Insurance with a \$2,000,000 limit per claim/\$4,000,000 aggregate, Auto Liability Insurance with a combined single limit of \$2,000,000 and Workers' Compensation Insurance with a \$2,000,000 limit each for accident and disease. Certificates will be provided upon request.

9. Term and Termination. The term of the agreement between the parties will begin on the Effective Date and will continue until it automatically terminates upon the completion of and full payment for the Services, unless otherwise set forth in the Proposal or any Change Order. Prior to the end of the term, either Client or Design Concepts may terminate their agreement for Cause upon 15 days prior written notice to the non-terminating party stating the reason for termination and allowing the non-terminating party 15 days to cure the stated default. Cause is hereby defined as failure to make timely payment of any amounts owed under the Proposal or any Change Order or failure to provide the Services as represented in the in either of the same. Upon termination for Cause, Design Concepts will be entitled to receive payment for all Services completed by the date of termination and will provide the deliverables associated with those Services, if any, to Client upon receipt of payment.

10. Governing Law. The Proposal, these Terms and Conditions, and any Change Order are created under the laws of the State of Colorado, without regard to any conflict of law provisions that would cause the laws of another jurisdiction to apply. Any action or proceeding arising from or relating to these documents and the subject matter they describe will be brought in the District Court for the 20th Judicial District in Boulder, Colorado. If there is any enforcement action, the prevailing party in the same shall be entitled to receive its costs, expenses and reasonable attorneys' fees, in addition to any other relief it may receive.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Entire Agreement/Severability. These Terms and Conditions together with the Proposal and any signed Change Order constitute the entire agreement of the Parties. No other agreements, whether verbal or written, outside of the same shall govern unless such agreements are in the form of a written amendment and signed by both parties. If any provision is determined to be illegal or unenforceable, that provision will be eliminated from with revision to the parties' agreement to the minimum extent necessary, and the balance of the terms will remain in full force and effect. In addition, to the extent that the Proposal contradicts any of provision the Terms and Conditions, the Proposal language will control.

13. Collections. In the unlikely event that Client fails to pay or fails to timely pay Design Concepts for Services as required by the Proposal or a Change Order, Design Concepts shall be entitled to receive from Client not only the amount owed but any amounts expended by Design Concepts on collections of said amounts including, but not limited to, attorney fees.

14. Compliance. Design Concepts will, at all times, maintain in force and effect all necessary licenses to perform the Services described herein. Design Concepts will render said Services in compliance with all applicable laws, regulations, codes or other legal requirements in effect at the time of performance.

15. Force Majeure. Neither Party will be liable for any failure or delay in performing any obligation if performance is due to any of the following causes: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include merely (a) financial distress or the

inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

16. Notice. Any written notice required by the parties' agreement may be given and will be effective as follows:

1. If notice is given by e-mail, it will only be effective when a responsive e-mail is returned by the recipient acknowledging the e-mail notice.
 2. If notice is sent via nationally recognized overnight courier, notice will be effective upon receipt by the recipient as evidenced by the courier's delivery records.
 3. If notice is hand delivered, notice will be effective upon delivery.
17. Survival. The provisions in paragraphs 5, 6, 9 and 10 shall survive termination.

PROPOSAL APPROVAL

REVIEWED, AGREED AND APPROVED as of the date of the last signature below ("Effective Date").

Bishop & Layton Design, Inc., dba Design Concepts CLA, Inc.	Blackstone Metropolitan District
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Schedule of Fees

Landscape Architectural Services



January, 2024

The following schedule of fees is used by Design Concepts for billing purposes. These fees are in effect for all services rendered unless other terms have been negotiated.

Landscape Architecture + Design Fees

Principal Landscape Architect	\$200.00/hour
Sr. Project Manager	\$150.00/hour
Project Manager	\$135.00/hour
Designer/Irrigation Designer	\$115.00/hour
Administrative Staff	\$90.00/hour
Intern	\$60.00/hour

Transportation Expenses

Mileage	\$0.62/mile
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Reimbursement Costs

Posting, Shipping, Couriers	at cost
Prints, Reproductions, Scanning	at cost
Direct Expenses	at cost

Outside Consultants

Any consultants required to perform the work are charged at cost plus a 10% administrative fee.

Terms

Payment for services rendered is billed monthly on the fifth day or at the termination of the project. Payment is due within 30 days of billing date. Any portion of a billing not paid within 60 days of the billing date shall be considered delinquent and shall bear a delinquency charge of one and a half percent (1.5%) per month (annual percentage rate 18%) on the unpaid balance. Rates subject to change without notice.

MANAGEMENT REPORT

Blackstone Metro District

Management Report – November/December 2023

Accounting

- Continuous review and upload of invoices to Bill.com.
- Follow up on payment inquiries from vendors and/or residents.
- Send fee waiver requests to the Board of Directors for consideration under separate cover.
- Distribute Delinquency Report to the Board of Directors under separate cover.
- Distribute Status Report from Altitude Law to the Board of Directors under separate cover.
 - *The purpose of the status report is to keep the Board informed as to the current state of each delinquent matter, the significant actions that occur on each matter and what the next planned steps are.*

Administrative

- Drafted November 7, 2023, Special Meeting Minutes
- Added/Updated the following items to the January 17, 2024, Special Meeting agenda:
 - Social Committee Agenda Items including the 2024 Holiday Party and Spring Social
 - Outstanding Balances from Lennar Accounts
 - Consideration of the Playground Inspection Service Contract with Rocky Mountain Playground Services
 - Snow Removal on City-Owned Streets Discussion
- Prepare the January 17, 2024, Special Meeting agenda and board packet for review by the Board of Directors and manage posting to the District website.
- Send community email blasts as updates are made available.
- Provided clarification regarding the rationale behind the increased fee for Status Letters (\$225) and contact information for Westwind Management CEO for additional information.
- Emailed Westwind invoices from the last 5 months to the Board of Directors for reference and review regarding the amended and restated Exhibit B (Compensation Schedule).
- Added the agenda as an attachment to the community meeting announcements.

Architectural/Compliance

- Send ARC variance requests to the Architectural Review Committee for consideration.
- Send Compliance Report to the Board of Directors under separate cover.
- ***Review all covenant enforcement letter templates with Director Monahan and Director Liles.***

Bids/Contracts

- GFL/Republic Trash Contract
 - Continue to work with GFL/Republic on customer service issues.

- Collected LandTech proposal for “filling bags versus watering manually” for 2021 trees no longer under warranty in 2024.
- Landscape Contract
 - Sent the current 2023-2024 contract with LandTech for the Board of Directors’ review and consideration of areas that may warrant change/additional specificity.
- **Research mailbox light options (request from Director Deeds 10/26/23) Emailed contractor for options.**
- Obtained proposal for playground inspections (Rocky Mountain Playground Services)
- **Obtain proposal for missing dog waste station lids 11/8 Emailed Carol H.**
- Obtained Snow removal contract with LandTech for IGA
- **Find covered area to meet performance area requirements for the Summer Kickoff 2024 Eighties Band (From Director Deeds)**
- Removed box at the Powhatan/Mineral entrance

Committees

- Received ballpark pricing for conceptual plans from Landscape Committee to be reviewed by the Board of Directors at the next meeting.



rmplaygroundservices.com

ROCKY MOUNTAIN PLAYGROUND SERVICES.

SERVICE CONTRACT

Customer Name: Blackstone Metro District

Billing Address: 27 Inverness Dr. E.

City/State/Zip: Englewood/CO/80112

Site Address: Country Club/Canyon Park/Hilltop Park

City/State/Zip:

Contact Name: Jordan Devine

Phone #: (303) 369-1800 (Ext - 136)

Email Address: Jdevine@westwindmanagement.com

DATE FOR SERVICES TO BEGIN: Spring 2024

Service Package

- 2qty "Low Frequency" Inspections per year @ **\$1,200.00** per visit (\$2,400.00 Per year)

****Price if for inspection of 3 Sites listed above****

SERVICES TO BE PROVIDED BY ROCKY MOUNTAIN PLAYGROUND SERVICES.

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

Depending on what service is requested (Audit/High Frequency/**Low Frequency**/Etc.), RMPS shall inspect and document the playground equipment and area twice per service year for a minimum of the following:

- The equipment has adequate protective surfacing under and around it and the surfacing materials have not deteriorated.
 - There are no sharp points, corners or edges on the equipment.
 - There are no missing or damaged protective caps or plugs.
 - There are no trip hazards, such as exposed footings on anchoring devices and rocks, roots or any other obstacles in the play area.
 - The equipment has no rust, rot, or cracks, especially in places where it comes in contact with the ground.
 - There are no broken or missing components on the equipment (e.g. handrails, guardrails, protective barriers, steps or rungs on ladders).
 - Check for any abnormal wearing of components
 - There are no loose fastening devices, such as S-hooks on swings.
 - The paint used on the playground equipment has not deteriorated as noted by peeling, cracking, chipping or chalking.
 - All equipment is securely anchored.
 - Site assessment for any direct safety concerns around the play area.
 - There is no evidence of graffiti or vandalism on the playground.
-
- Safety Inspections will be conducted twice a year and will include an assessment of compliance with: ASTM F1487: Standard Consumer Safety Performance Specification for Playground Equipment and The United States Consumer Product Safety Commission Handbook for Public Playground Safety.
 - A Complete inspection report, including any suggested repair/replacement of equipment or components and surfacing will be noted and provided to the property manager. A quote for repair/replacement services will be provided upon request from the property manager.

CONTRACT TERMS

This Service Contract is by and between Rocky Mountain Playground Services, Ltd. and Blackstone Metro District and is effective when signed and dated by both parties.

Term:

This Service Contract shall be for a term of one year commencing at the date the Service Contract is signed and dated by both parties. The Service Contract will automatically renew for a 12 month term each year following the expiration of the initial one year term unless the Service Contract is terminated.

Termination:

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

Notices:

All notices, requests, demands, waivers, and other communications given as provided in this Service Contract will be in writing, and unless otherwise specifically provided in this Service Contract, will be deemed to have been given if delivered in person, or mailed by certified or registered mail, postage prepaid, and addressed to either party at the following addresses, unless either party changes its address by giving written notice to change to the other. The addresses for notice are:

Notice to Client:

Blackstone Metro District
% Westwind Management Group, LLC
27 Inverness Dr. East
Englewood, CO 80112

Notice to Contractor:

Rocky Mountain Playground Services, Ltd.
c/o Keith Kroening
720 Austin Ave.
Erie, CO 80516

Qualifications:

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

equipment and tools necessary to perform the Services as and when required under this Service Contract.

Costs and Attorney Fees:

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

Governing Law.

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

Successors and Assigns:

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

Modification:

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

Entire Agreement:

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

Counterparts:

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

Authority to Bind:

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

Payment No Release:

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

Independent Contractor:

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

Payment for services:

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

Insurance & Liabilities:

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

Guarantee:

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

By signing below, Client agrees to and understands all the terms and conditions outlined in this contract "Services to Be Provided" section and Clients date becomes the mutual execution date of the Service Contract.

Rocky Mountain Playground Services:

By: *Keith Kroening* Title: *CEO, CPSI*

Date: *12/15/2023*

Blackstone Metro District:

By:_____ Title:_____

Date:_____

**DISTRICT MEMBERSHIPS /
REPRESENTATIVE REPORTS**

OTHER BUSINESS