

# **CONSENT AGENDA**

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

**Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges**

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

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

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., until paid, the Fees shall constitute a perpetual lien on and against the property served, and any such lien may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics’ liens; and

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

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

WHEREAS, on November 21, 2019, the Board adopted the Amended and Restated Resolution of the Board of Directors of the High Plains Metropolitan District Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges (the “**Prior Policy**”), and the Board desires to adopt this Resolution to amend and restate the Prior Policy in its entirety.

NOW, THEREFORE, the Board hereby RESOLVES:

1. **Statement of Lien Guidelines:**

a. ***Perpetual Lien.*** Pursuant to § 32-1-1001(1)(j)(I), C.R.S., all Delinquent Fees and Charges shall constitute a perpetual lien on and against the Property served by the District (the “**Lien**”). All such Liens shall, to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect

until paid in full. All Liens contemplated herein may be foreclosed as authorized by law at such time as the District, in its sole discretion, may determine.

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

b. ***District's Manager Procedures.*** The District's Manager, Accountant or Billing Agent (any of which are referred to herein as the "**Manager**") is responsible for collecting Fees imposed by the District against the Property. In the event payment of Fees is delinquent, the Manager may perform the procedures listed below. The Fees are considered delinquent when they have not been paid by their corresponding due date (the "**Delinquent Account**"):

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

ii. *Thirty (30) Calendar Days Past Due:* A "Warning Letter" may be sent to the Property Address: (1) requesting prompt payment; and (2) referencing the url address of the District's webpage where this Resolution is displayed, if available.

iii. *Forty Five (45) Calendar Days Past Due:* A second "Warning Letter" may be sent to the Property Address: (1) requesting prompt payment; (2) warning of further legal action should the Property owner fail to pay the total amount due and owing; and (3) referencing the url address of the District's webpage where this Resolution is displayed, if available. Along with the Warning Letter, a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the Manager may also be sent.

iv. *Seventy Five (75) Calendar Days Past Due:* Once the total amount of Delinquent Fees and Charges owing on the Property has exceeded Two Hundred Fifty Dollars (\$250.00), regardless of whether the Manager has performed the tasks outlined in Section 1(b) of this Resolution, the Manager may refer the Delinquent Account to the District's General Counsel (the "**General Counsel**"). At the time of such referral, the Manager may be requested to provide General Counsel with copies of all notices and letters sent pursuant to Section 1(b), if any, as well as a copy of the most recent ledger for the Delinquent Account.

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

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

ii. *No Sooner than Thirty (30) Calendar Days from the Postmark Date of the Demand Letter:* A Notice of Intent to File a Statement of Lien, along with a copy of the statement of lien to be filed, may be sent to the Property Address of the Delinquent Account notifying the Property owner that a statement of lien will be recorded with the clerk and recorder of the County where the Property is located (the “**Clerk and Recorder**”) within no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien.

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

d. **Foreclosure or Bankruptcy.** In circumstances where the Property is being foreclosed upon or where the owner of the Property has declared or is declaring bankruptcy and notice of such bankruptcy action has been provided to the District, the Manager may be permitted, in his or her discretion, to refer the Delinquent Account directly to General Counsel in order to avoid unnecessary, costly and time consuming procedures. Upon referral of the Delinquent Account to General Counsel, General Counsel may, in his or her discretion, immediately file a Statement of Lien on the Property. Further, when a Delinquent Account has a balance of Five Hundred Dollars (\$500.00) or greater, General Counsel is authorized to commence foreclosure action against the Property.

## 2. **Late Fees:**

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

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

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

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

c. Partial payment of any outstanding Delinquent Fees and Charges will not prevent the imposition of Late Fees pursuant to this Section 2.

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

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

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

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

5. **Costs of Collections:**

a. Include, but are not limited to, attorneys' fees and all costs, fees and charges associated with the processing and/or collection of Delinquent Fees and Charges, including the following fixed rates and hourly fees and costs:

i. *Action Fees.* The following fixed rate fees are charged to a Delinquent Account once the corresponding action has been taken by either the Manager or General Counsel:

- ◆ *Reminder Letter Fee:* Zero Dollars (\$0.00) per Reminder Letter. This action is typically performed by the Manager.
- ◆ *Warning Letter Fee:* Thirty Dollars (\$30.00) per Warning Letter sent. This action is typically performed by the Manager.

- ◆ *Payment Plan with Manager Fee:* One Hundred Dollars (\$100.00) Payment Plan prepared by the Manager. This action is performed by the Manager.
- ◆ *Return Check Fee:* Twenty Dollars (\$20.00) per returned payment.
- ◆ *Attorney Transfer Fee:* Fifty Dollars (\$50.00) per Delinquent Account transferred from the Manager to General Counsel. This action is performed by the Manager.
- ◆ *Demand Letter Fee:* One Hundred Fifty Dollars (\$150.00) per Demand Letter sent. This action is performed by General Counsel.
- ◆ *Follow up Demand Letter Fee:* Fifty Dollars (\$50.00) per Follow up Demand Letter sent. This action is performed by General Counsel.
- ◆ *Notice of Intent to File a Statement of Lien Fee:* One Hundred Twenty Dollars (\$120.00) per Notice of Intent to File a Statement of Lien sent. This action is performed by General Counsel.
- ◆ *Lien Recording Fee:* One Hundred Fifty Dollars (\$150.00) per each lien recorded on the Property. This action is performed by General Counsel.
- ◆ *Payment Plan with General Counsel Fee:* Two Hundred Fifty Dollars (\$250.00) per Payment Plan prepared by General Counsel. This action is performed by General Counsel.
- ◆ *Default Letter Fee:* Seventy Dollars (\$70.00) per Default Letter prepared. This action is performed by General Counsel.
- ◆ *Monitoring Bankruptcy Fee:* One Hundred Dollars (\$100.00) for monitoring Chapter 7 bankruptcies. Three Hundred and Fifty Dollars (\$350.00) for monitoring Chapter 13 or Chapter 11 bankruptcies. These actions are performed by General Counsel.
- ◆ *Monitoring Public Trustee Foreclosure Fee:* Two Hundred Dollars (\$200.00) per Public Trustee Foreclosure action monitored. This action is performed by General Counsel.
- ◆ *Attorney Reminder Letter Fee:* One Hundred Dollars (\$100.00) per Reminder Letter. This action is performed by General Counsel.
- ◆ *Certificate of Status Fee:* One Hundred Dollars (\$100.00) per Status Letter prepared. This action is performed by General Counsel.

- ◆ *Foreclosure Warning Letter Fee:* One Hundred Dollars (\$100.00) per Foreclosure Warning Letter prepared. This action is performed by General Counsel.
- ◆ *Lien Release Fee:* One Hundred Fifty Dollars (\$150.00) per lien that is released. This action is performed by General Counsel. It is recommended that the Lien Release Fee be charged to the Delinquent Account at the same time as the Lien Recording Fee.

ii. *Attorney Hourly Fees and Costs.* Upon transfer of a Delinquent Account to General Counsel, all hourly attorneys' fees and costs, including, but not limited to, litigation and expert witness fees and costs, litigation guarantees, service of process and/or publications incurred by the District to collect or defend the Delinquent Fees and Charges are assessed to the Delinquent Account and become part of the perpetual Lien on the Property. All such hourly attorneys' fees and costs shall be reasonable.

iii. *Recovery of Costs of Collections.* In accordance with § 29-1-1102(8), C.R.S., nothing in this Resolution shall be construed to prohibit the District from recovering all Costs of Collections whether or not outlined above.

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

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

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

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

**7. Payment Plans:** The Manager and General Counsel each have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the Manager or General Counsel elect not to enter into a payment plan with the Property owner, the

Property owner may submit a written request to the Board and the Board may make the determination in its sole discretion.

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

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

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

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

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

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

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

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

ADOPTED this 22nd day of February, 2022.

BLACKSTONE METROPOLITAN  
DISTRICT

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

Attest:

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

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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

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

**DESIGNATING THE DISTRICT’S WEBSITE FOR THE ONLINE POSTING OF  
MEETING NOTICES AND 24-HOUR POSTING LOCATION**

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

WHEREAS, pursuant to § 24-6-402(1)(a), C.R.S., the District is a local public body and subject to the provisions of §§ 24-6-401, *et seq.*, C.R.S.; and

WHEREAS, pursuant to § 32-1-903(2) and § 24-6-402(2)(c), C.R.S., the District shall be considered to have given full and timely notice to the public if notice of the meeting is posted, with specific agenda information if available, on a public website of the District no less than twenty-four (24) hours prior to the meeting; and

WHEREAS, pursuant to § 24-6-402(2)(c), C.R.S., the District shall make the notice posted on the public website accessible at no charge to the public, consider linking the notice to any appropriate social media accounts of the District, and, to the extent feasible, make the notices searchable by type of meeting, date of meeting, time of meeting, agenda contents, and any other category deemed appropriate by the District; and

WHEREAS, pursuant to § 24-6-402(2)(c), C.R.S., the District shall designate a place within the boundaries of the local public body at which it may post a notice no less than twenty-four (24) hours in advance of the meeting in the event that the District is unable to post the notice online due to exigent or emergency circumstances.

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

1. Pursuant to § 24-6-402(2)(c), C.R.S., the Board hereby designates [www.blackstonemetro.org](http://www.blackstonemetro.org) as the website at which notices of District meetings will be posted twenty-four (24) hours in advance.

2. Pursuant to § 24-6-402(2)(c), C.R.S., the Board hereby designates the following location for the posting of its meeting notices twenty-four (24) hours in advance in the event that the District is unable to post notice on the District’s website:

The intersection of E Smoky Hill Pkwy and S Country Club Pkwy.

ADOPTED this 17<sup>th</sup> day of February, 2022.

BLACKSTONE METROPOLITAN DISTRICT

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Officer of the District

ATTEST:

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APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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General Counsel to the District

*[Signature Page to Resolution Designating the 24-Hour Posting Location.]*

**GUESTS &  
CORRESPONDENCE**

## Chris Herron

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**From:** Matt Rutledge <mtrutledge@gmail.com>  
**Sent:** Saturday, January 15, 2022 11:11 AM  
**To:** shawnmcgoff@highplainsmetro.org  
**Cc:** Chris Herron; Denverhalls2011@gmail.com  
**Subject:** CCSD School 45 Neighborhood Impact  
**Attachments:** 3306c - CCSD ES #45-Ramp Revisions Aerial Imagery.pdf; CCSD45 Curb Ramps - City approved.pdf

**Categories:** BMD

Hey Shawn,

We have met before playing golf with Larry Thigpen. I have some HOA-related issues that I wanted to share with you. On Tuesday, Jan 11th we received a call from Mike Lovick, the Cherry Creek School District Construction Manager, asking us if we were ok with some curb adjustments to our property. They also contacted our neighbors, Korey and Jessica Hall (27742 E Long Place). I asked for plans to be sent over about the changes he was talking about. I have attached these plans to this email. Are you and the HOA / board aware of these changes to the community curbing and landscaping, as well as the shortening of the central medians? Please let us know if you were aware and what the HOA has done to advocate for the homeowners and the community?

Kind Regards,  
Matt and Jenai Rutledge  
7790 S Blackstone Pkwy  
Aurora, CO 80016  
(513) 722-5194



# **COMMITTEE REPORTS**



Date: 12/30/2021  
 Name: Blackstone Metro District  
 Project: Gravel Path Repair  
 Address: 7777 S Country Club Pkwy  
 Attention: Bret Erickson

525 N. Laredo St.  
 Aurora, CO 80011  
 Phone: (303)344-4465  
 Fax: (303)344-1518

Billing  
 Contact: Sabrina Lopez  
 Phone: (303) 369-1800  
 Email: [sabrina@westwindmanagement.com](mailto:sabrina@westwindmanagement.com)  
 Address: 27 Inverness Dr E, Englewood, CO 80112

Dear **Bret**,

Thank you, for the opportunity to present our proposal to you. The scope of work included in our bid is as follows: **Landtech will remove the dirt, debris, grass, & weeds from the gravel path shown on the map and photos below. Repairing the path will require approximately 12 tons of 3/4" Mountain Granite and a vibratory plate compactor for stability/compaction. The red lines in the photos below show the extent to which we will repair the path to.**

DESCRIPTION	QUANTITY	Cost
Gravel Path Repair	1 LS	\$3,480.00
<b>Total</b>		<b>\$3,480.00</b>

We appreciate your time in considering Landtech Contractors, Inc. 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.

Sincerely,

**Ben Zand**  
 Account Manager



525 Laredo Street  
 Aurora, CO 80011  
 Direct 720.975.2218  
 Cell 720.749.0067  
[benz@landtechcontractors.com](mailto:benz@landtechcontractors.com)  
[www.landtechcontractors.com](http://www.landtechcontractors.com)

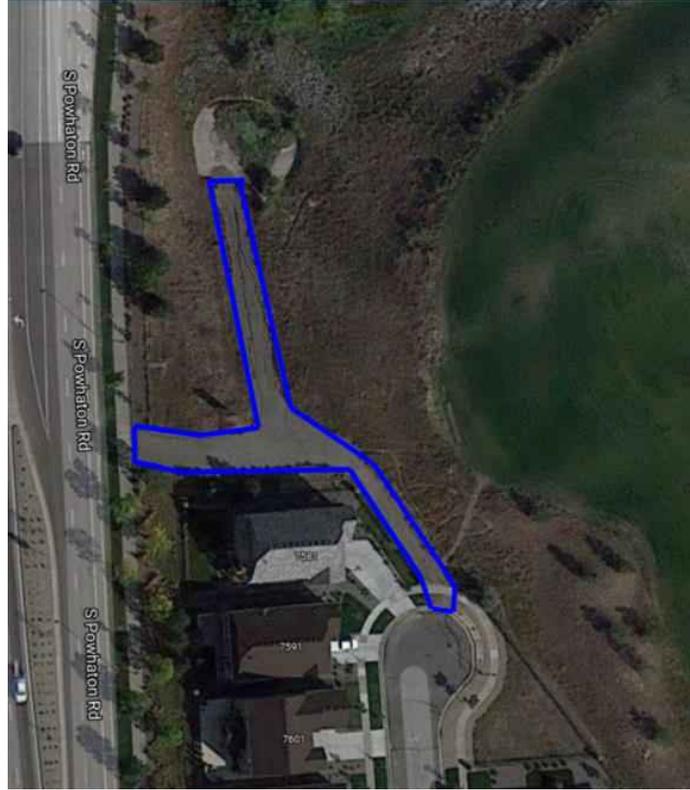
Offer accepted as above:

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

# Scope of Work









January 14, 2022

Ms. Chris Heron  
Westwind Management  
27 Inverness Drive East  
Englewood, CO 80112

RE: Updated Blackstone Metropolitan District: 2022 Tree Planting Plan Implementation

Chris:

We, Tree Analysis Group, LLC. (TAG), appreciate the opportunity to assist the Blackstone Metrodistrict with implementing the 2022 tree planting plan and program for the streetscapes and medians for the district.

Attached is our proposal for TAG to provide planting plan oversight, assistance, and post planting follow up inspections (three per year) for the newly planted trees.

Please review our proposal and let us know if you or the Board have any questions or need any modifications made. The scope is intentionally limited to what we understand are your needs, but we can easily expand, reduce, or change the scope or services as you would like or need.

Thank you again for your interest in Tree Analysis Group and our services and our services for the Blackstone Metrodistrict. We look forward to working with you, the Board or landscape committee, and the team at LandTech to implement the tree planting plan in 2022 and as well as any other tree, landscape, or irrigation consultation needs in the future.

Sincerely,

Bob Howey  
Principal  
Tree Analysis Group, LLC / Irrigation Analysis  
ISA Certified Arborist / ASCA Consulting Arborist / IA Certified Landscape Irrigation Auditor  
[bob@treeanalysis.com](mailto:bob@treeanalysis.com) / 303-726-1952



**Blackstone Metrodistrict – 2022 Tree Planting Plan Implementation  
Planting Oversight, Assistance, and  
Follow Up Inspections  
1/14/22**

Tree Analysis Group will provide the following requested tree consulting work pertaining to the tree planting plan implementation:

**Planting Oversight/Assistance:**

- > Assist with current years tree planting RFP and RFP Review, utilize Tree Planting RFP and Planting Requirements template as needed.
- > Review map of planting locations and tree species for each location.
- > Based on scheduling with LandTech (or contractor), jointly flag and/or mark tree planting locations in advance, prior to planting day with LandTech. (Contractor is responsible for tagging).
- > Meet with LandTech or the selected contractor onsite on scheduled planting date: if possible, inspect trees: verify proper species, size, and general health/condition – if any issues are found, these will be communicated to the contractor and to Blackstone, review planting locations, etc.
- > Spot check on and observe planting while in progress, verify that proper planting techniques and requirements are being followed.
- > Inspect completed planting and brief email report to manager on completion and any planting issues or concerns.
- > Be available for and answer any questions from LandTech relating to the tree planting. (Selection of trees at the nursery, inspection and tagging, can be done, but is not currently included.)

**New Planting – 1<sup>st</sup> Year Follow up Inspections:**

- > Following the planting: inspect newly planted trees - 3 visits per season: 2 times during growing season and one time during the dormant, winter season. Evaluate apparent care, check for tree health, spot check soil moisture levels, conditions, any damage or issues, soil moisture, etc.
- > Though the focus is on the newly planted trees, we will also provide a brief check of the previously planted trees and note any needs, issues, or concerns.
- > Provide a brief email report to manager or others on request, after each inspection including any issues or concerns with the newly or recently planted trees.

**Blackstone 2022 Planting Plan Implementation and Assistance  
with Follow up Inspections**

**Total \$3,740\* (based on approximately 102\* trees/planting)**

*\*includes 77 Trees for Year 5 Planting plus approximately 25 additional, fill in plantings.*



Please note that despite the Boards', our, and the contractors correct and best efforts, some plant loss or attrition and then replanting should be expected; but this also should be all or largely covered under the planting warranty. Tree planting locations, selections, and timing (Planting Year) can be altered or changed if needed, but formal reworking of these may require additional work. Although TAG will be inspecting the trees at planting, if approved; we have not included inspection and tagging in the nursery at this time, this can be added on if desired.

Additional, one time or regular, ongoing, Tree and Landscape Inspections of the entire Metrodistrict, assistance with shrub or other landscape project planning or oversight, irrigation system efficiency inspections, or other related items can be provided for Blackstone if desired too.

We look forward to helping you implement and proactively manage your Blackstone Metrodistrict streetscapes and medians tree planting plan/program. Please let us know if you have any questions or if you would like to discuss any changes or adjustments to this proposal.

\*\*\*\*\*

### **Blackstone Metrodistrict – 2022 Tree Planting Plan Implementation**

**Blackstone Metropolitan District**

**Approved by:** \_\_\_\_\_ - \_\_\_\_\_

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

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

*Approved Total for 2022 Updated Planting: \$2,830*

**Tree Analysis Group, LLC**

**By:** \_\_\_\_\_ - **Bob Howey**

**Title: ISA Certified Arborist / ASCA Consulting Arborist**

**Tree Analysis Group, LLC - Principal/Member**

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



January 10, 2022

Blackstone Metropolitan District  
C/O Clint Waldron  
2154 E. Commons Ave #2000  
Centennial, CO 80122

**BLACKSTONE METROPOLITAN DISTRICT STORMWATER MAINTENANCE SERVICES**

Stormwater Asset Protection, LLC (SWAP) is pleased to respond to your request to provide stormwater inspection and maintenance services for the Blackstone Metro District (District) Stormwater System.

**SCOPE OF SERVICES**

**Initial review** – SWAP will review agreements and construction plans provided by the District and will conduct a detailed inspection of the storm sewer systems outfalls and treatment facilities.

**Documentation** – SWAP will provide a site-specific Inspection and Maintenance manual for the District.

**Reporting** – SWAP will provide a detailed report that identifies the storm sewer system outfalls and treatment facilities, their condition, and recommended corrections and maintenance including required reports to be sent to the City of Aurora annually.

**Maintenance Contracting** – SWAP will acquire and provide to the District bids to complete the recommended corrections and maintenance for contract approval, when necessary.

**Oversight** – SWAP will conduct oversight of the maintenance operations to ensure the quality of work meets the expectations of the District.

**FEE**

SWAP proposes to perform Services on a Time and Material Basis in accordance with the Charge Rate Schedule below (assumes one pond). Based on our experience, the total amount listed below should allocate the funds for the complete scope of services. Any excess funds may be used for additional services.

Documentation	\$1,500.00
Review and Reporting	\$1,500.00
Maintenance Contracting	\$2,000.00
Oversight	\$1,000.00
<b>Total</b>	<b>\$6,000.00</b>

**2022 CHARGE RATE SCHEDULE**

Services will be provided on a Labor Time and Expenses basis as provided below. Hourly rates are revised periodically to reflect the current cost for delivery of services and the fees charged for services under this engagement may change without notice. The District agrees that IDES is authorized perform a task authorized under this scope of services at the direction of any individual board member.

**Billing Rates**

Project Administrator	\$115.00 per hour
Technical Specialist	\$150.00 per hour
Professional Engineer	\$160.00 per hour
Contractor Management	Time + 10% Mark-Up

**Reimbursable Expenses**

Mileage	IRS rate + 10%
---------	----------------

Tolls

At cost + 10%

If you have any comments or questions, please feel free to contact me. We appreciate the opportunity to submit this proposal.

Respectfully Submitted,

*Barrett Marrocco*

Barrett Marrocco, P.E.  
SWAP, LLC

# BLACKSTONE METRO DISTRICT - STREETSCAPE IMPROVEMENTS

## SITE PLAN AMENDMENT

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.

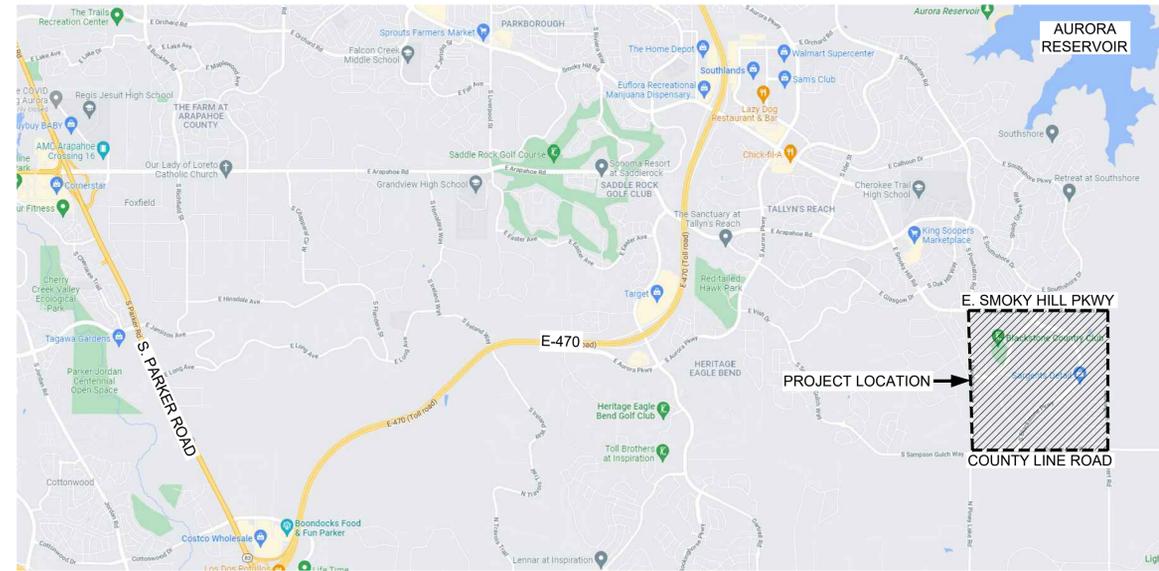
FEBRUARY 08, 2022



**DESIGN CONCEPTS**

Community + Landscape Architects  
211 North Public Road, Suite 200  
Lafayette CO 80026  
303.664.5301 www.dcla.net

### SITE PLAN NOTES



### VICINITY MAP

NOT TO SCALE



### SIGNATURE BLOCK



### SHEET INDEX

GENERAL	COVER
G0.0	COVER
LANDSCAPE	
L1.0	OVERALL SITE PLAN
L2.0	SITE PLAN ENLARGEMENT
L2.1	SITE PLAN ENLARGEMENT
L2.2	SITE PLAN ENLARGEMENT
L2.3	SITE PLAN ENLARGEMENT
L3.0	LANDSCAPE ENLARGEMENT
L3.1	LANDSCAPE ENLARGEMENT
L3.2	LANDSCAPE ENLARGEMENT
L3.3	LANDSCAPE ENLARGEMENT
L4.0	SITE DETAILS
L4.1	SITE DETAILS
L4.2	SITE DETAILS
L4.3	SITE DETAILS
L4.4	SITE DETAILS
L4.5	SITE DETAILS
L4.6	SITE DETAILS
IRRIGATION	
I11.0	IRRIGATION ENLARGEMENTS
I11.1	IRRIGATION ENLARGEMENTS
I11.2	IRRIGATION ENLARGEMENTS
I11.3	IRRIGATION ENLARGEMENTS
I11.4	IRRIGATION DETAILS
I11.5	IRRIGATION DETAILS

### AMENDMENTS



**BLACKSTONE METRO DISTRICT STREETSCAPE IMPROVEMENTS**

AURORA, CO



Project No.: 22145.00

Issued For: 30% CDs Date: 01.21.22

Drafted By: MR  
Checked By: ES

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**COVER SHEET**

#### OWNER: BLACKSTONE METRO DISTRICT

Westwind Management Group, LLC  
27 Inverness Drive East  
Englewood, CO 80112  
Tel: 303.369.1800 (x112)  
Contact: Chris Herron

**BLACKSTONE METROPOLITAN DISTRICT**

#### CONSULTANTS:

#### LEAD CONSULTANT LANDSCAPE ARCHITECT:

Design Concepts  
211 North Public Road Suite #200  
Lafayette, CO 80026  
Tel: 303.664.5301  
Contact: Erik Spring  
ErikS@dcla.net,  
Matt Roth  
MattR@dcla.net



#### SITE SURVEYOR:

TAIT & Associates, Inc.  
6163 East County Road 16  
Loveland, CO 80537  
Tel: 970.613.1447  
Contact: Brian Campbell  
BCampbell@tait.com,





**DESIGN  
CONCEPTS**

Community + Landscape Architects  
271 North Public Road, Suite 200  
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**BLACKSTONE METRO DISTRICT  
STREETSCAPE IMPROVEMENTS**

AURORA, CO



Project No.: 22145.00

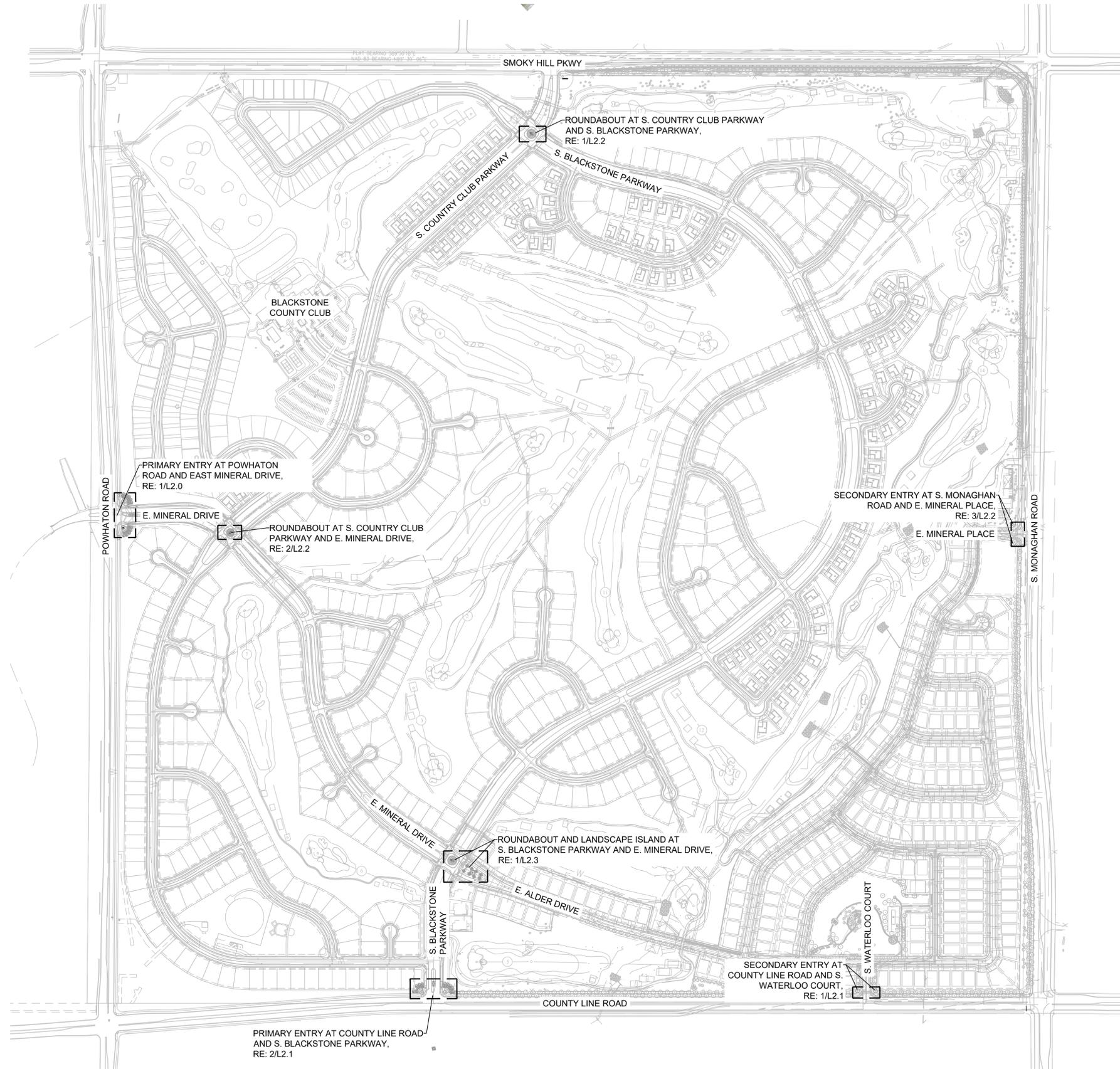
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**OVERALL SITE  
PLAN**

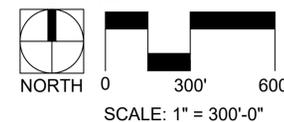
**L1.0**



**GENERAL NOTES**

1. The Contractor shall be solely responsible for safety in, on or about the project site. Any damage to adjacent property or utilities, not designated for removal, relocation or replacement, shall be repaired and/or replaced by the contractor at the contractor's expense.
2. The Contractor shall be responsible for obtaining any permits or licenses required for the performance of the work as applicable to the project.
3. Owner make no warranty as to the correctness and/or completeness of the existing utility locations shown or not shown on the plans. The Contractor shall be responsible for field verifying the horizontal and vertical location of all existing utilities including water, sewer, storm drains, gas transmission lines, and other utilities above and below the surface that may affect the project. Should discrepancy or conflict be discovered the Contractor shall notify the Landscape Architect immediately, and shall not continue construction until said conflict can be resolved in writing.
4. The Contractor shall notify all utility companies at least 48 hours prior to beginning construction to verify depth and location of all utilities.
5. Any construction debris or mud-tracking in the public right-of-way resulting from the work shall be removed immediately by the contractor.
6. The Contractor shall provide all lights, signs, barricades, flagmen and other devices necessary to provide for the public safety on and about the site. The Contractor shall furnish appropriate traffic control and safety measures in accordance with the requirements of applicable Highways and Transportation authority.
7. Contractor shall take appropriate measures to protect both on site and adjacent property, trees and vegetation. Areas outside the limits of work as shown on the plans and/or cross sections shall remain undisturbed. Any items not intended for demolition must be protected. Any damage will be repaired at contractor's expense.
8. Contractor shall clear and grub the area disturbed by grading. Debris, vegetation, roots and other materials not suitable for backfill shall be removed from the site and disposed of by the Contractor.
9. Contractor shall remove all debris from demolition operations on a daily basis.

**1 OVERALL SITE PLAN**  
Scale: 1" = 300'-0"

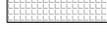


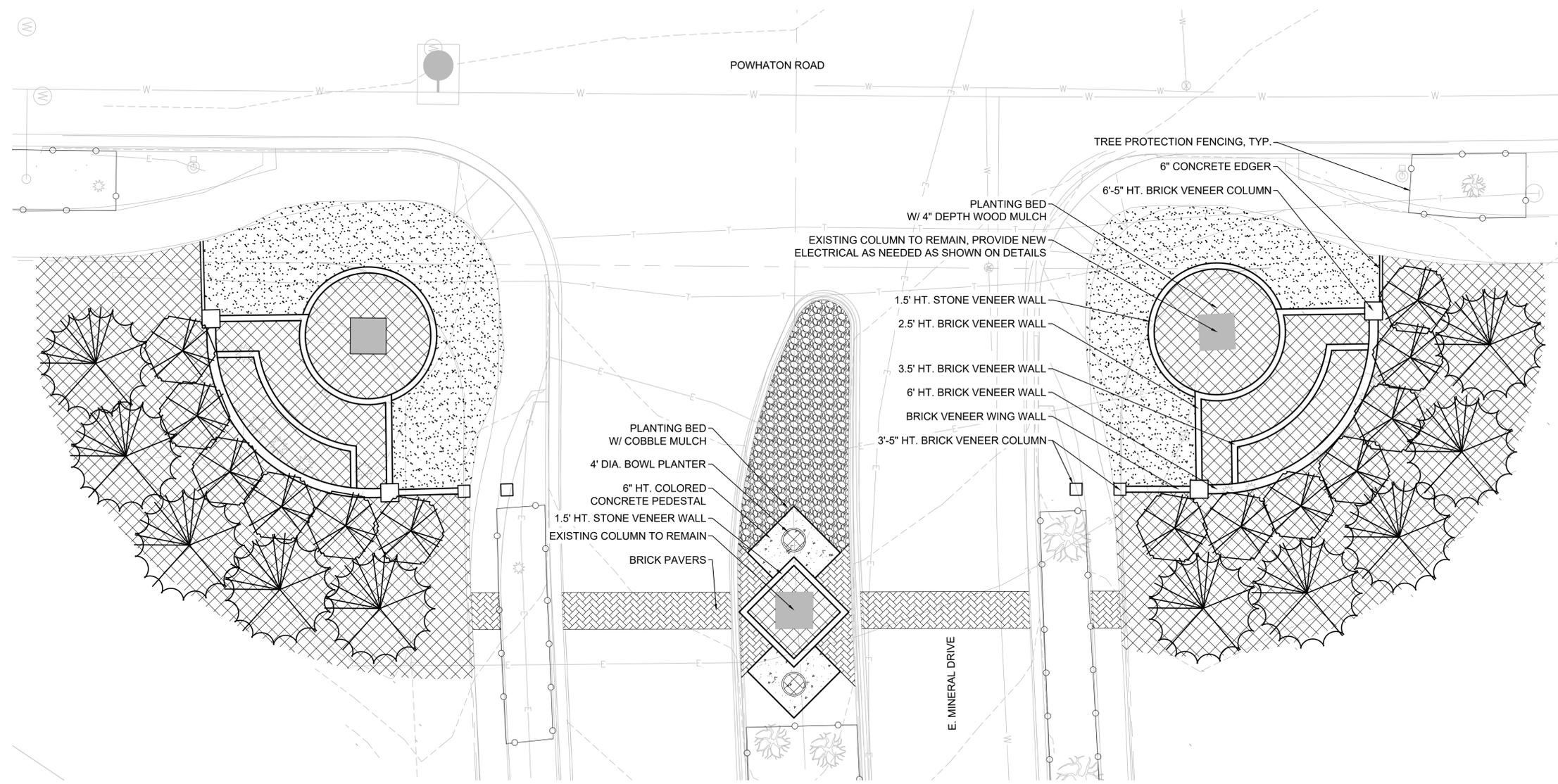


**DESIGN CONCEPTS**

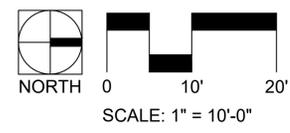
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303 664 5301 www.dca.net

**LEGEND**

-  SOD
-  WOOD MULCH
-  CONCRETE
-  CRUSHER FINES
-  COBBLE MULCH
-  PAVERS
-  BOMANITE MICRO-TOP CONCRETE FINISH
-  TREE PROTECTION FENCING
-  EVERGREEN TREE
-  ORNAMENTAL TREE



**1 SITE PLAN ENLARGEMENT - PRIMARY ENTRY AT POWHATON ROAD AND E. MINERAL DRIVE**  
Scale: 1" = 10'-0"



**BLACKSTONE METRO DISTRICT  
STREETSCAPE IMPROVEMENTS**

AURORA, CO



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**SITE PLAN ENLARGEMENT**

**L2.0**



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**BLACKSTONE METRO DISTRICT  
STREETSCAPE IMPROVEMENTS**

AURORA, CO



Project No.: 22145.00

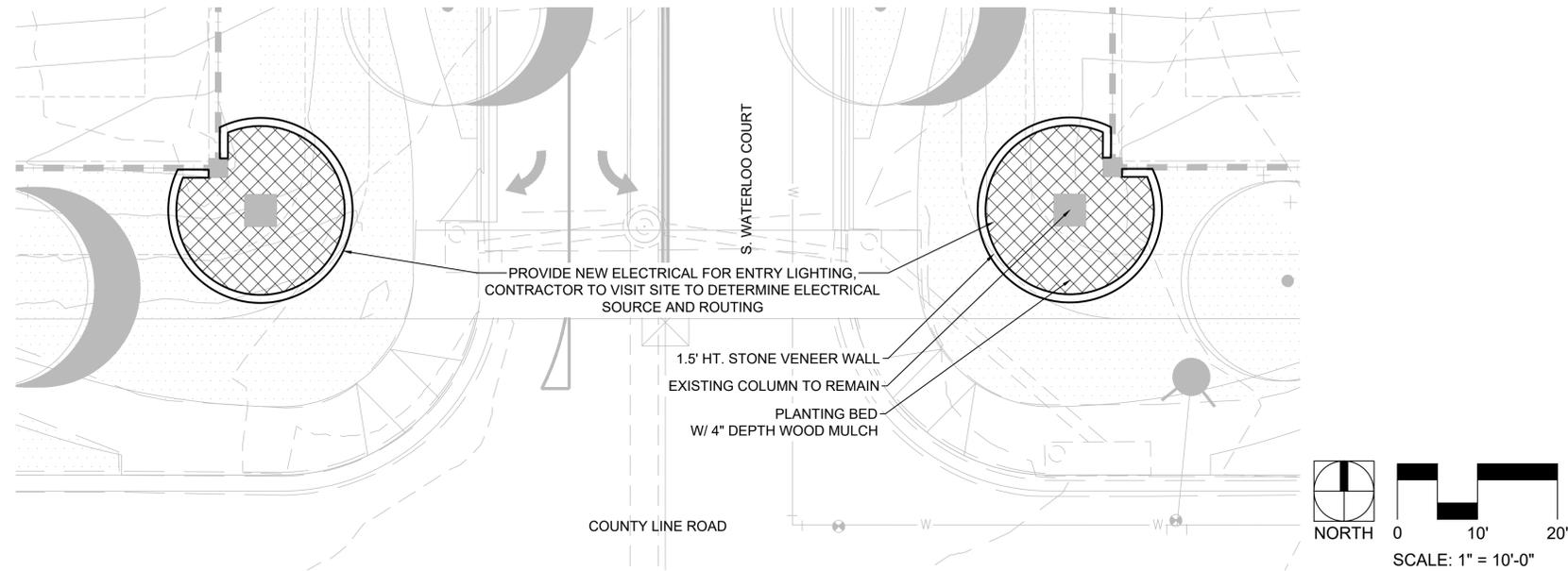
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**SITE PLAN  
ENLARGEMENT**

**L2.1**

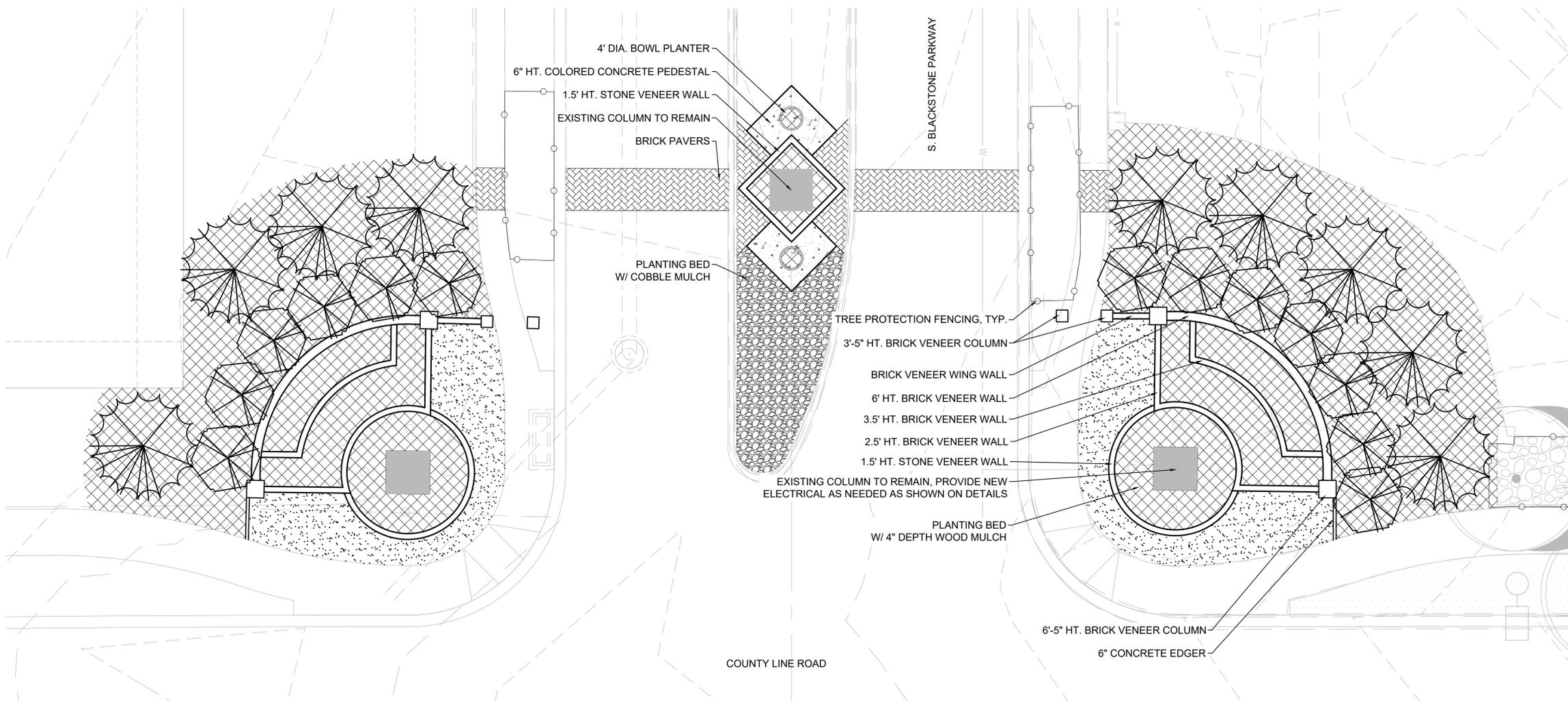


**LEGEND**

- SOD
- WOOD MULCH
- CONCRETE
- CRUSHER FINES
- COBBLE MULCH
- PAVERS
- BOMANITE MICRO-TOP CONCRETE FINISH
- TREE PROTECTION FENCING
- EVERGREEN TREE
- ORNAMENTAL TREE

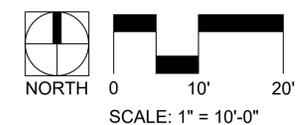
**1 SITE PLAN ENLARGEMENT - SECONDARY ENTRY  
AT COUNTY LINE ROAD AND S. WATERLOO COURT**

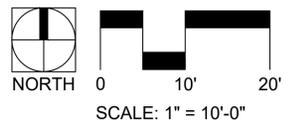
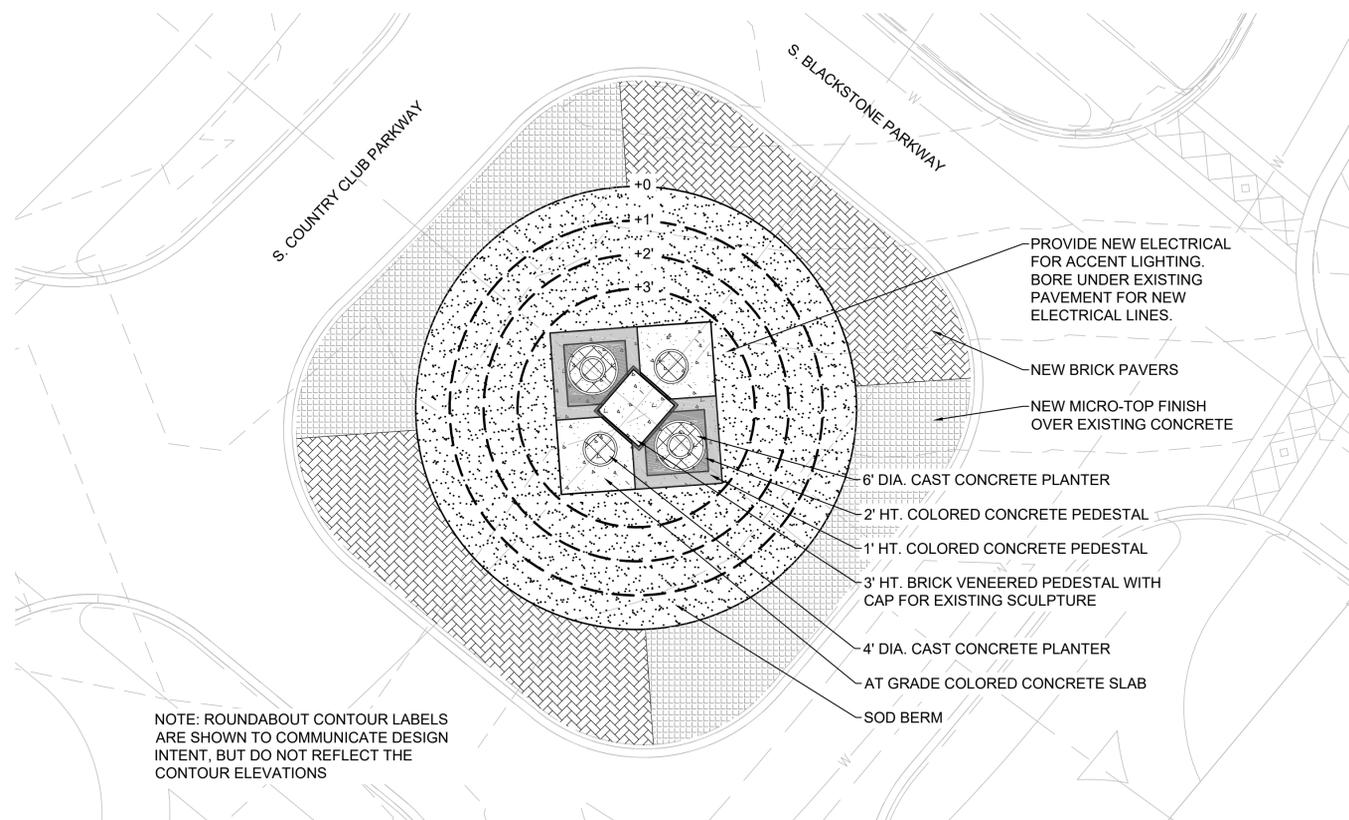
Scale: 1" = 10'-0"



**2 SITE PLAN ENLARGEMENT - PRIMARY ENTRY  
AT COUNTY LINE ROAD AND S. BLACKSTONE PARKWAY**

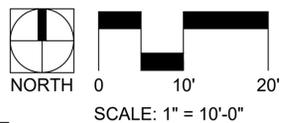
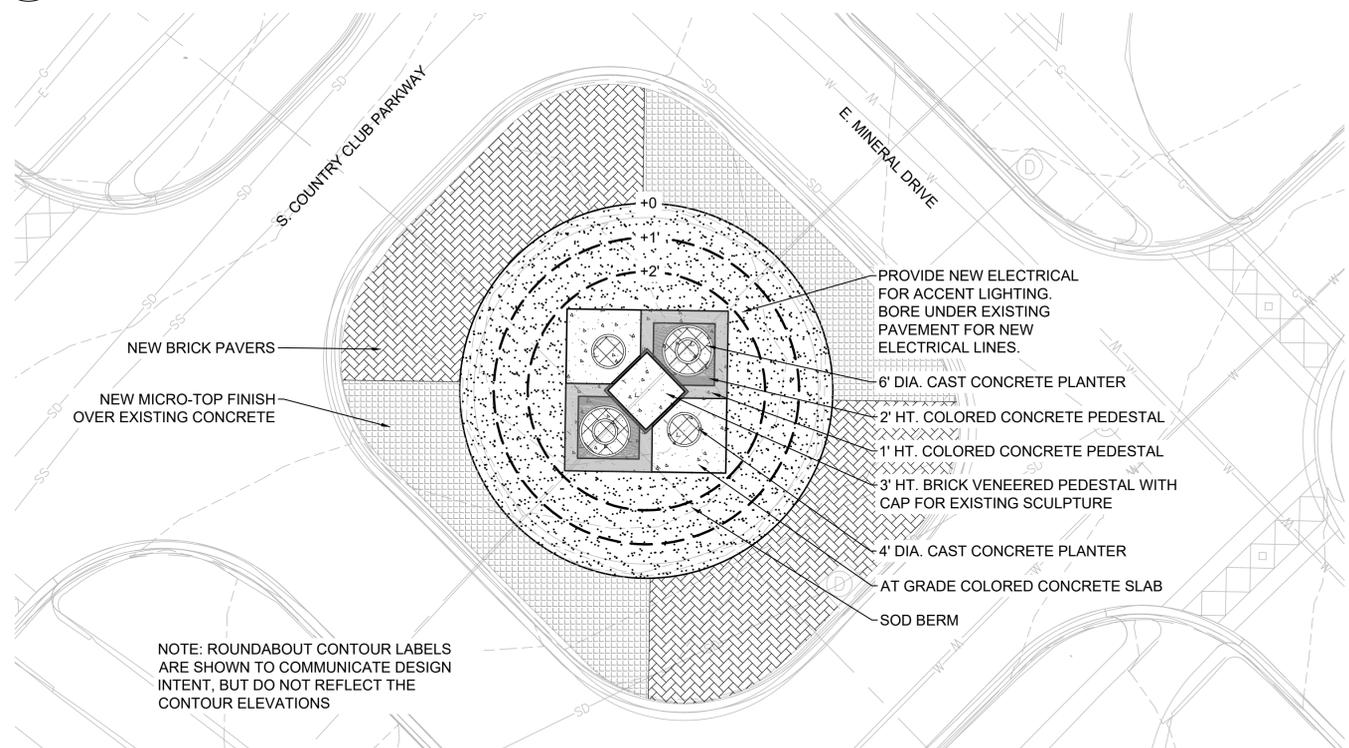
Scale: 1" = 10'-0"





**1 SITE PLAN ENLARGEMENT - ROUNDABOUT AT COUNTRY CLUB PARKWAY AND S. BLACKSTONE PARKWAY**

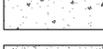
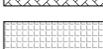
Scale: 1" = 10'-0"

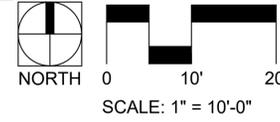
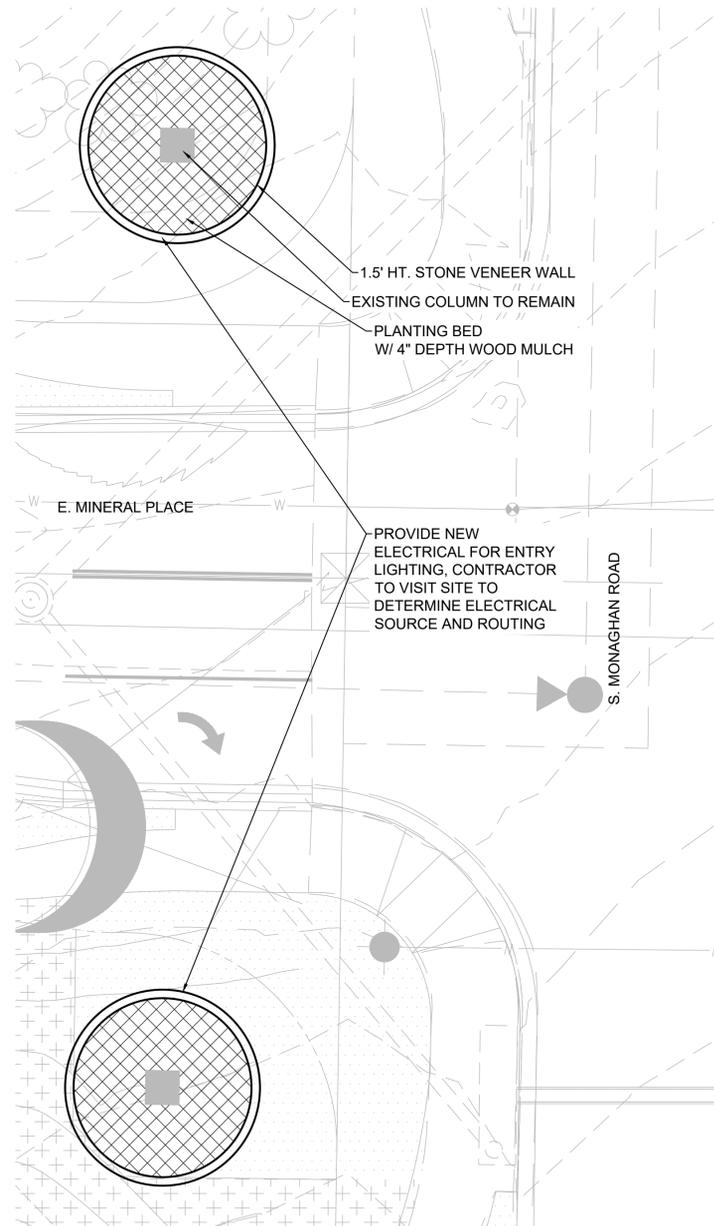


**2 SITE PLAN ENLARGEMENT - ROUNDABOUT AT COUNTRY CLUB PARKWAY AND E. MINERAL DRIVE**

Scale: 1" = 10'-0"

**LEGEND**

	SOD		TREE PROTECTION FENCING
	WOOD MULCH		EVERGREEN TREE
	CONCRETE		ORNAMENTAL TREE
	CRUSHER FINES		
	COBBLE MULCH		
	PAVERS		
	BOMANITE MICRO-TOP CONCRETE FINISH		

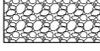
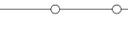
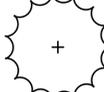


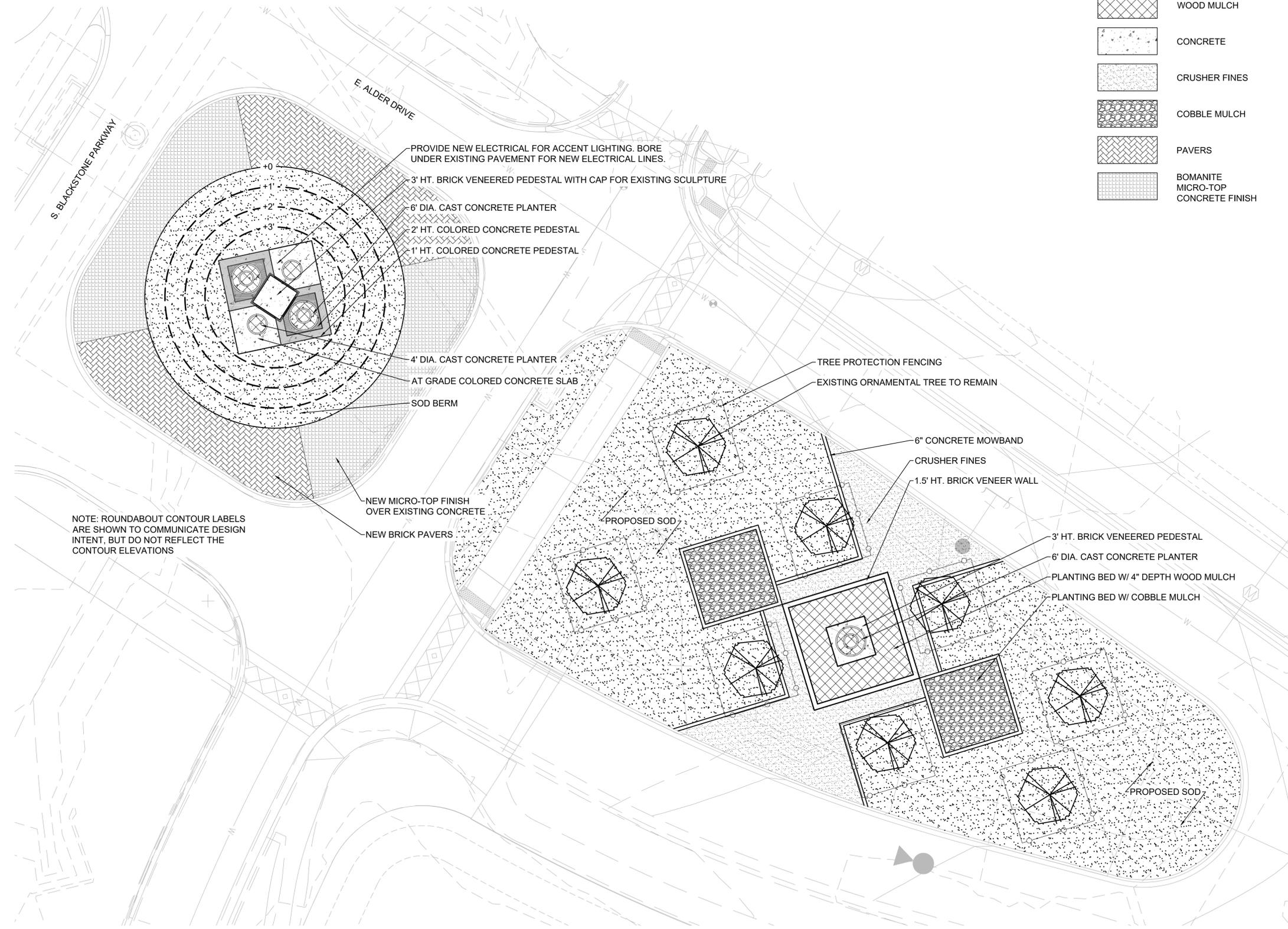
**3 SITE PLAN ENLARGEMENT - S. MONAGHAN ROAD AND E. MINERAL PLACE**

Scale: 1" = 10'-0"



**LEGEND**

-  SOD
  -  WOOD MULCH
  -  CONCRETE
  -  CRUSHER FINES
  -  COBBLE MULCH
  -  PAVERS
  -  BOMANITE MICRO-TOP CONCRETE FINISH
-  TREE PROTECTION FENCING
  -  EVERGREEN TREE
  -  ORNAMENTAL TREE



PROVIDE NEW ELECTRICAL FOR ACCENT LIGHTING. BORE UNDER EXISTING PAVEMENT FOR NEW ELECTRICAL LINES.

3' HT. BRICK VENEERED PEDESTAL WITH CAP FOR EXISTING SCULPTURE

6' DIA. CAST CONCRETE PLANTER

2' HT. COLORED CONCRETE PEDESTAL

1' HT. COLORED CONCRETE PEDESTAL

4' DIA. CAST CONCRETE PLANTER

AT GRADE COLORED CONCRETE SLAB

SOD BERM

TREE PROTECTION FENCING

EXISTING ORNAMENTAL TREE TO REMAIN

6" CONCRETE MOWBAND

CRUSHER FINES

1.5' HT. BRICK VENEER WALL

3' HT. BRICK VENEERED PEDESTAL

6' DIA. CAST CONCRETE PLANTER

PLANTING BED W/ 4" DEPTH WOOD MULCH

PLANTING BED W/ COBBLE MULCH

NOTE: ROUNDABOUT CONTOUR LABELS ARE SHOWN TO COMMUNICATE DESIGN INTENT, BUT DO NOT REFLECT THE CONTOUR ELEVATIONS

NEW MICRO-TOP FINISH OVER EXISTING CONCRETE

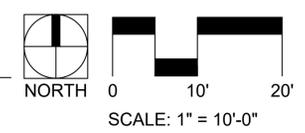
NEW BRICK PAVERS

PROPOSED SOD

PROPOSED SOD

**1 SITE PLAN ENLARGEMENT - ROUNDABOUT AND LANDSCAPE ISLAND AT S. BLACKSTONE PARKWAY AND E. MINERAL DRIVE**

Scale: 1" = 10'-0"



**BLACKSTONE METRO DISTRICT STREETSCAPE IMPROVEMENTS**

AURORA, CO



Project No.: 22145.00

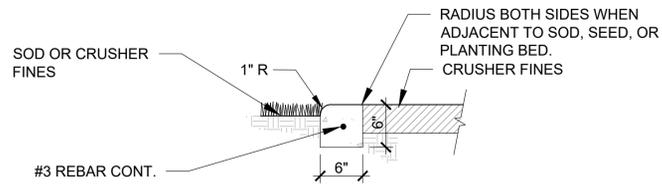
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**SITE PLAN ENLARGEMENT**

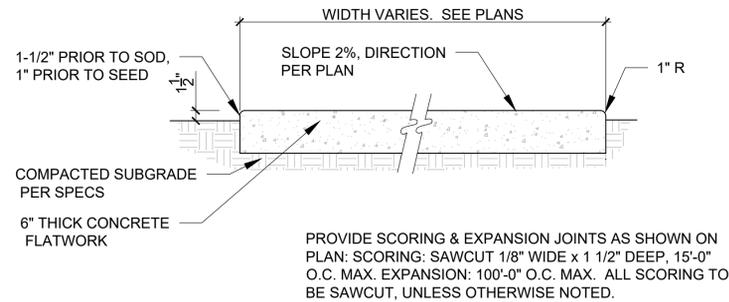
**L2.3**



- NOTE:
1. PROVIDE CONTROL JOINTS AT 20' O.C., AND WHERE MOW BAND ABUTS PAVING OR STRUCTURES.
  2. TOP OF CURBWALL TO BE THE FOLLOWING DIMENSION ABOVE TOP OF ADJACENT MATERIAL:
    - 1.5" ABOVE SOD
    - 1" ABOVE SEED

### 1 6" CONCRETE EDGER

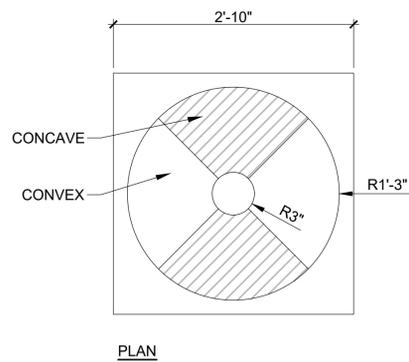
Scale: 1" = 1'-0"



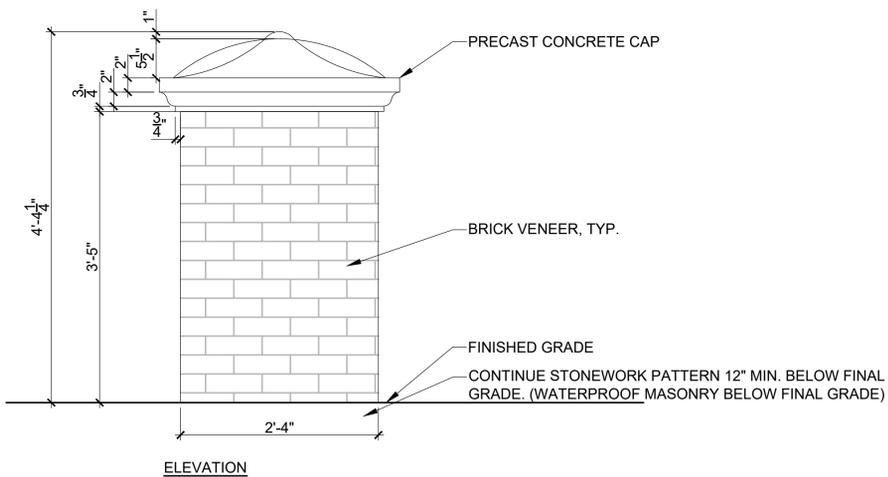
PROVIDE SCORING & EXPANSION JOINTS AS SHOWN ON PLAN: SCORING: SAWCUT 1/8" WIDE x 1 1/2" DEEP, 15'-0" O.C. MAX. EXPANSION: 100'-0" O.C. MAX. ALL SCORING TO BE SAWCUT, UNLESS OTHERWISE NOTED.

### 4 CONCRETE PAVING

Scale: 1" = 1'-0"

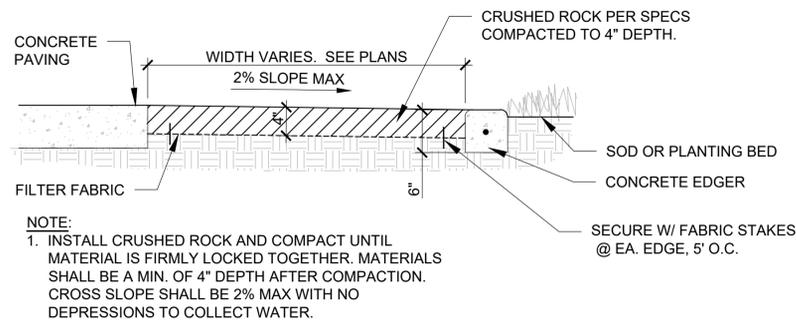


- NOTES:
1. COLUMNS TO MATCH EXISTING BLACKSTONE COLUMNS IN BOTH DESIGN, MATERIAL, COLOR AND TYPE.
  2. CONTRACTOR TO PROVIDE SHOP DRAWINGS TO OWNER FOR APPROVAL PRIOR TO CONSTRUCTION.
  3. FOOTING AS REQUIRED BY STRUCTURAL ENGINEER. CONTRACTOR SHALL SUBMIT STAMPED STRUCTURAL DRAWINGS.



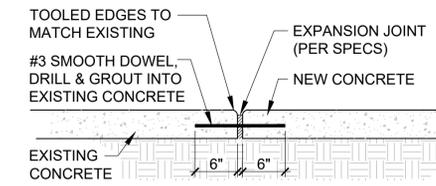
### 5 3'-5" COLUMN

Scale: 1" = 1'-0"

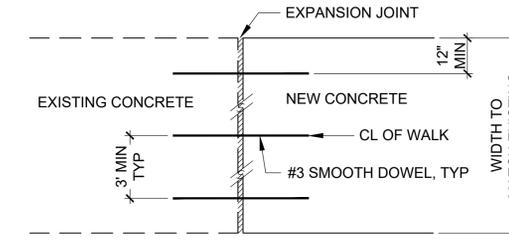


### 2 CRUSHER FINES PAVING

Scale: 1" = 1'-0"



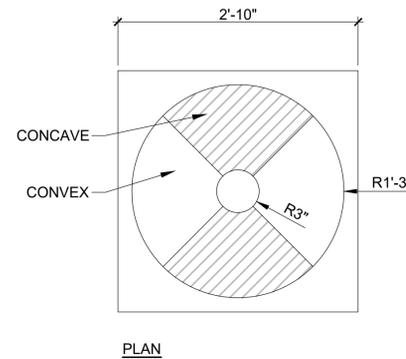
NOTE: LIGHT BROOM CONCRETE TO MATCH EXISTING FINISH SECTION



PLAN

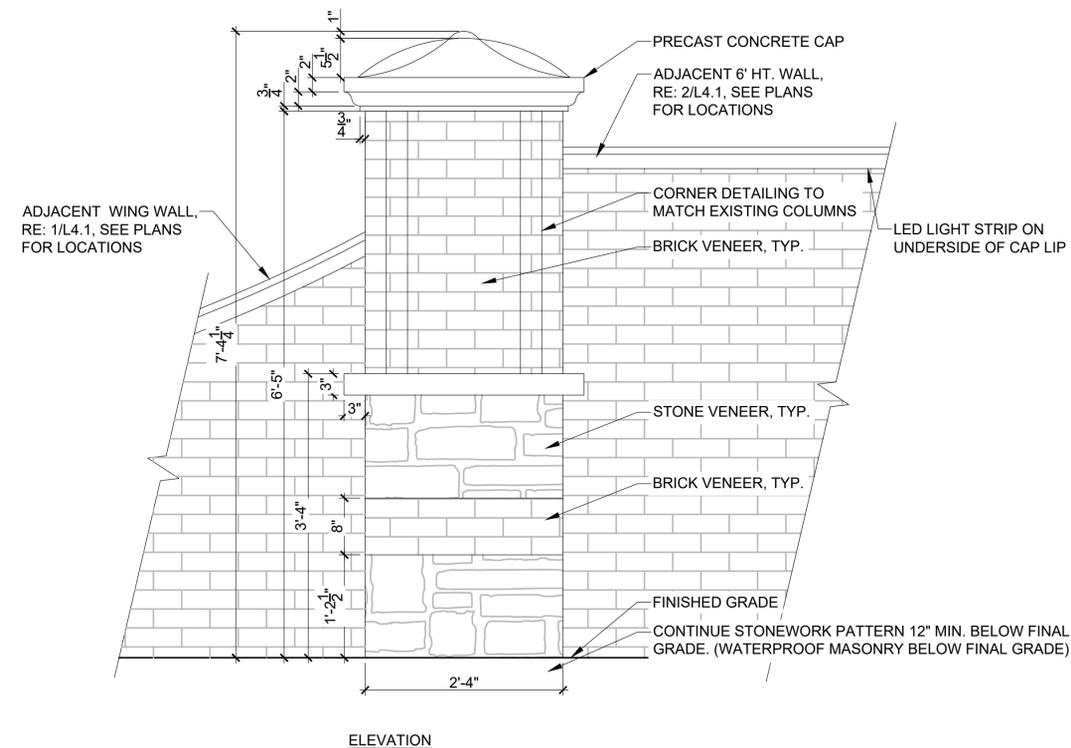
### 3 CONCRETE CONNECTION

Scale: 1" = 1'-0"



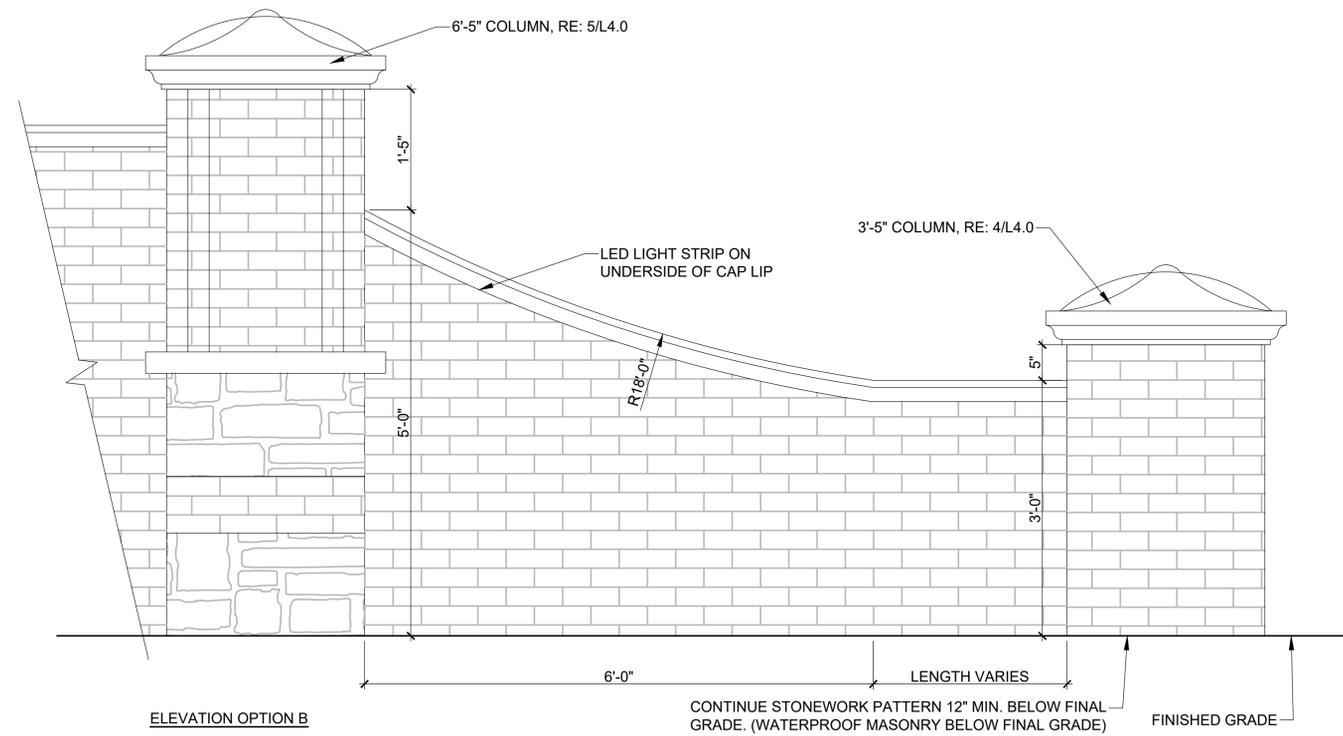
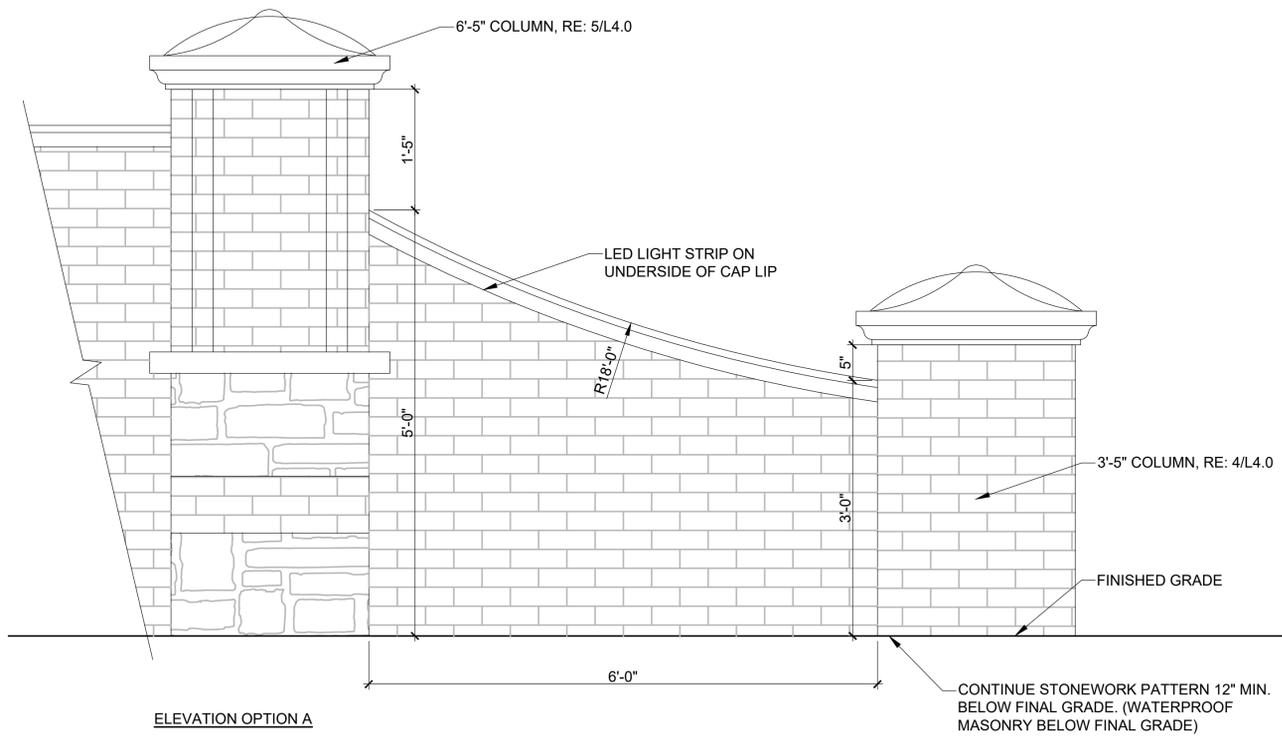
NOTES:

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2. CONTRACTOR TO PROVIDE SHOP DRAWINGS TO OWNER FOR APPROVAL PRIOR TO CONSTRUCTION.
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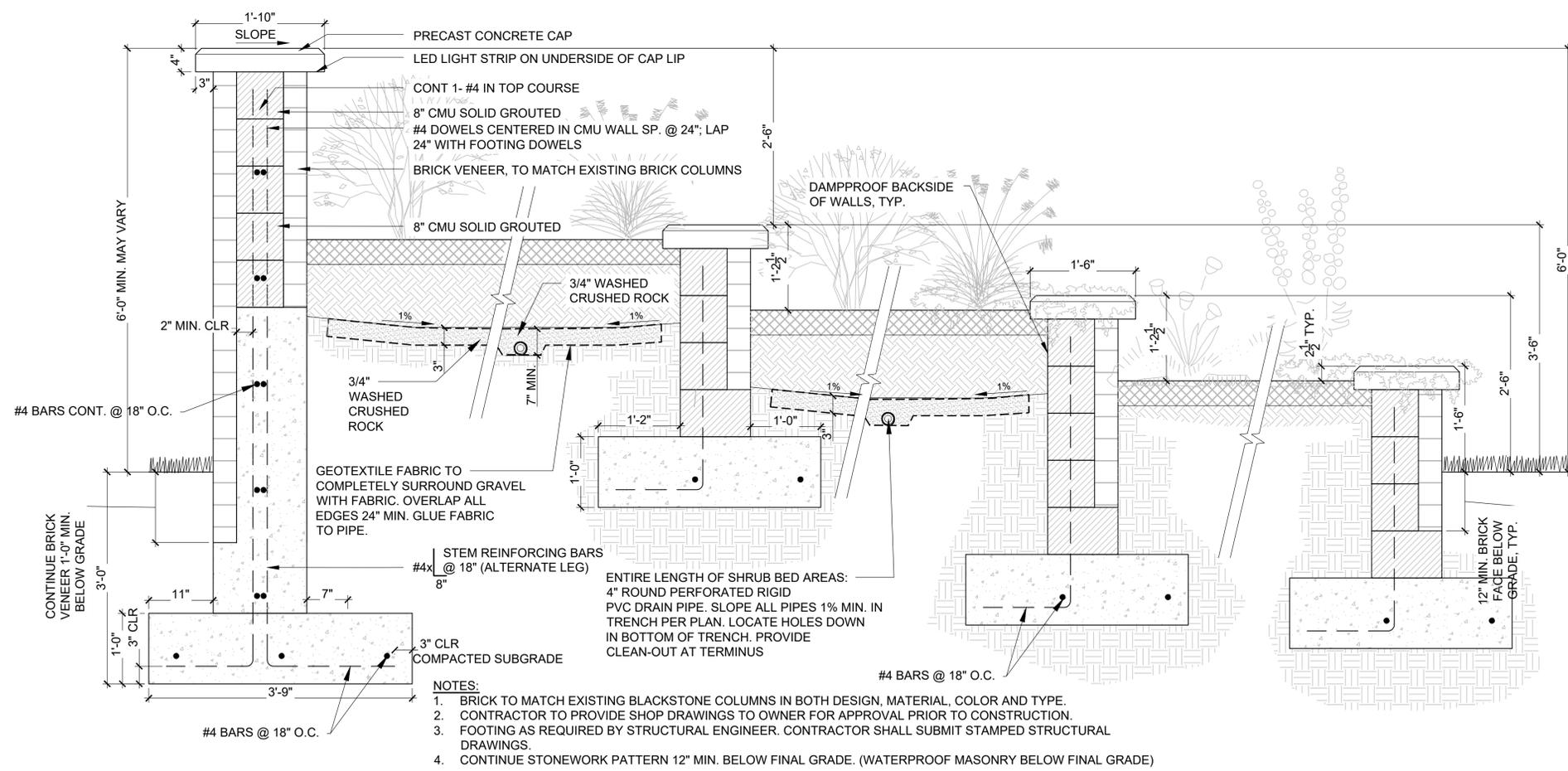


### 6 6'-5" COLUMN

Scale: 1" = 1'-0"

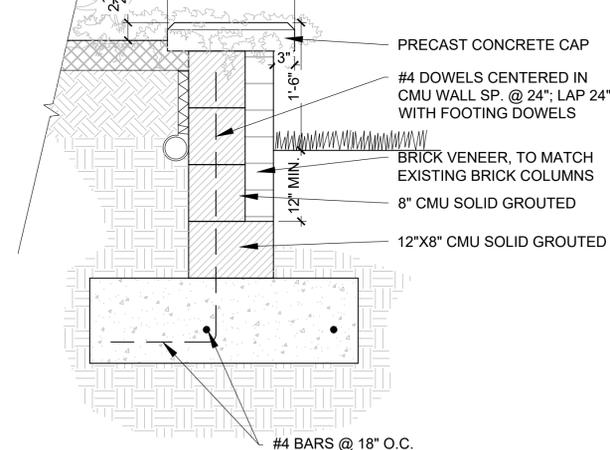


**1 WING WALL**  
Scale: 1" = 1'-0"



**2 TIERED WALL SECTION**  
Scale: 1" = 1'-0"

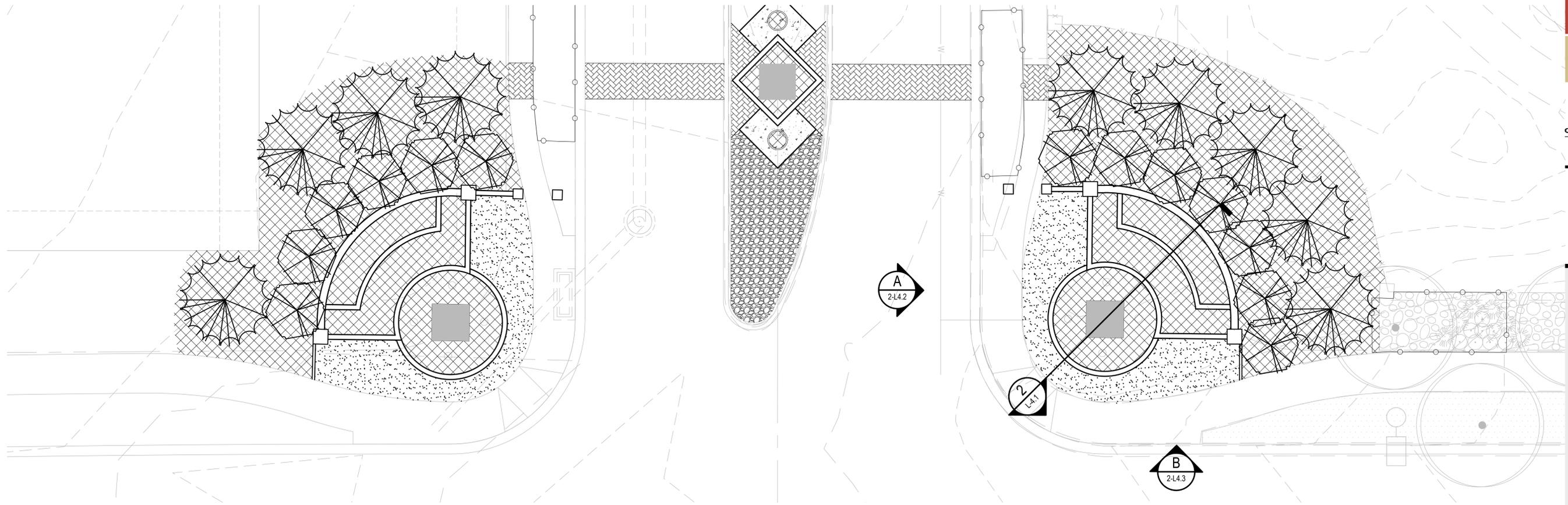
**3 1.5' HT. RAISED PLANTER**  
Scale: 1" = 1'-0"





**DESIGN CONCEPTS**

Community + Landscape Architects  
211 North Public Road, Suite 200  
Lafayette CO 80026  
303 664 5301 www.dcla.net



**1 PLAN VIEW**  
Scale: 1" = 10'-0"

**BLACKSTONE METRO DISTRICT  
STREETSCAPE IMPROVEMENTS**

AURORA, CO



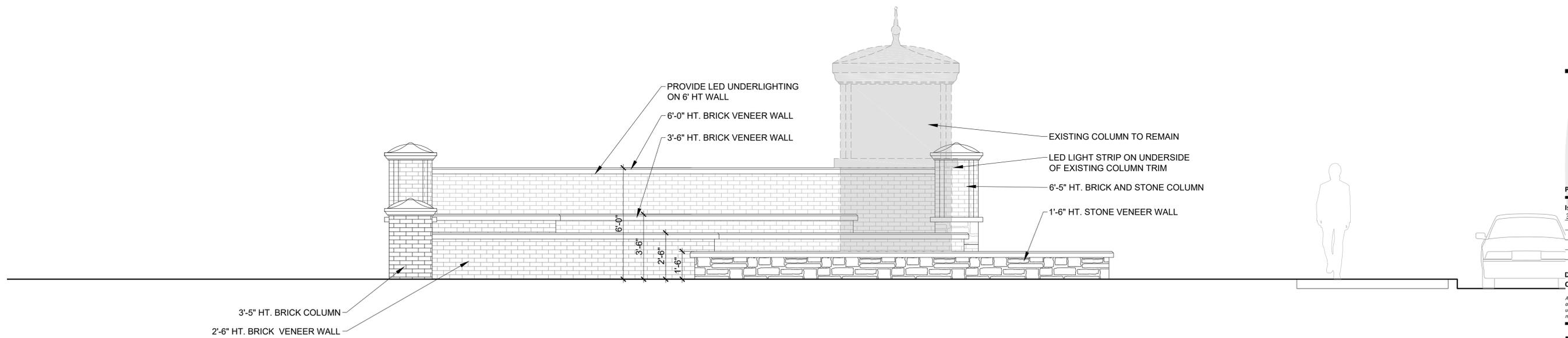
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DETAILS - 3



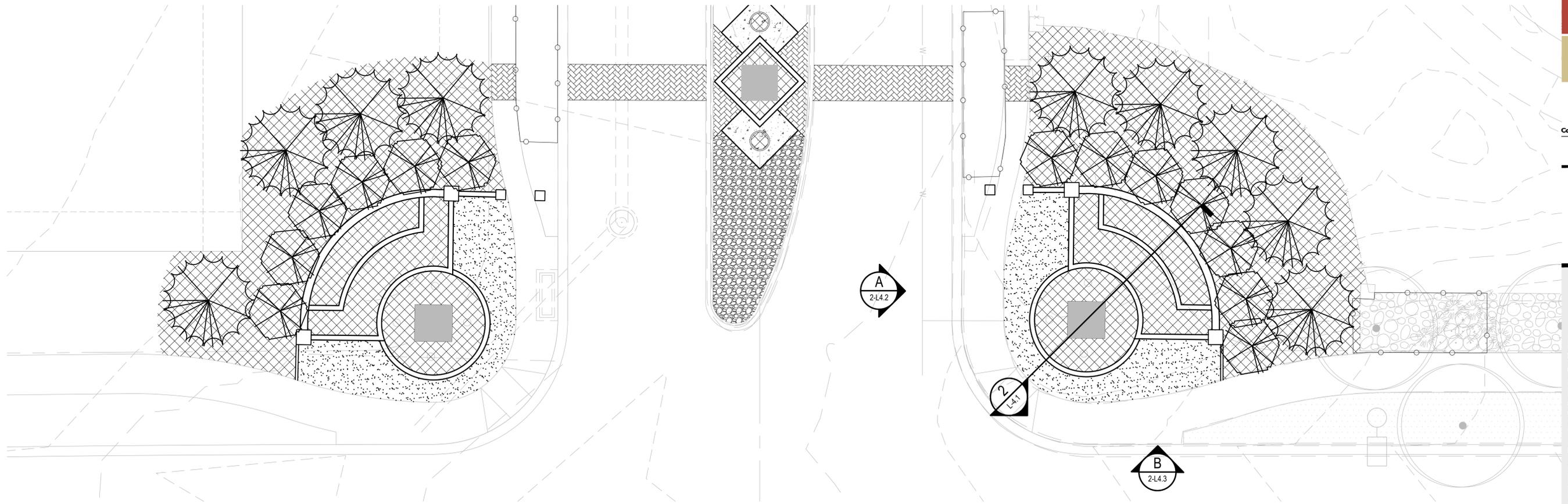
**2 WALL ELEVATION A**  
Scale: 3/8" = 1'-0"

**L4.2**



**DESIGN  
CONCEPTS**

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Lafayette CO 80026  
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**1 PLAN VIEW**  
Scale: 1" = 10'-0"

**BLACKSTONE METRO DISTRICT  
STREETSCAPE IMPROVEMENTS**

AURORA, CO



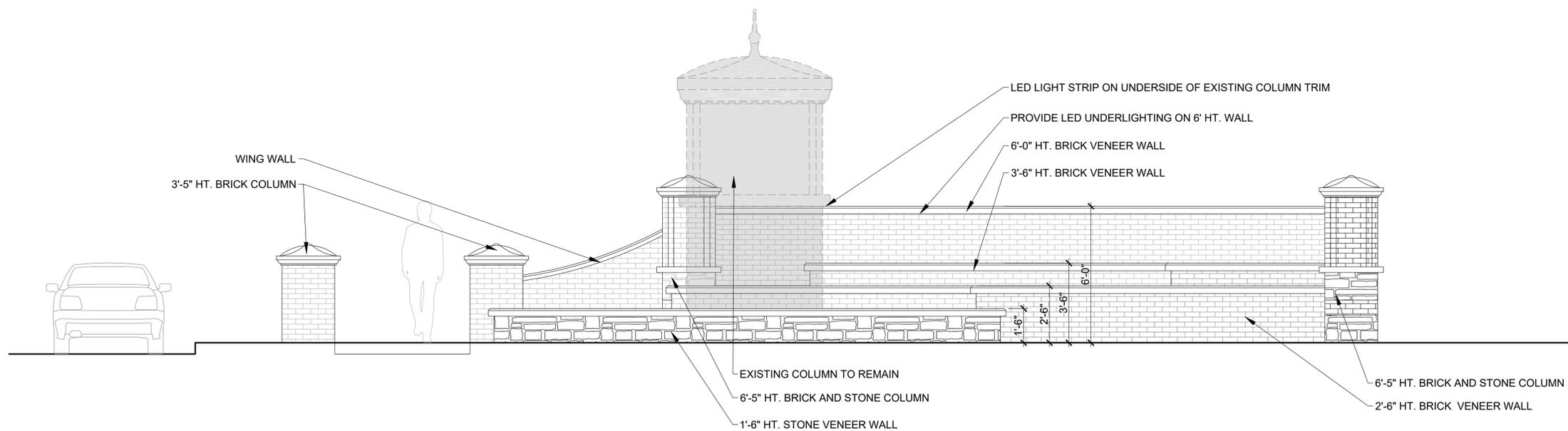
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**DETAILS - 4**



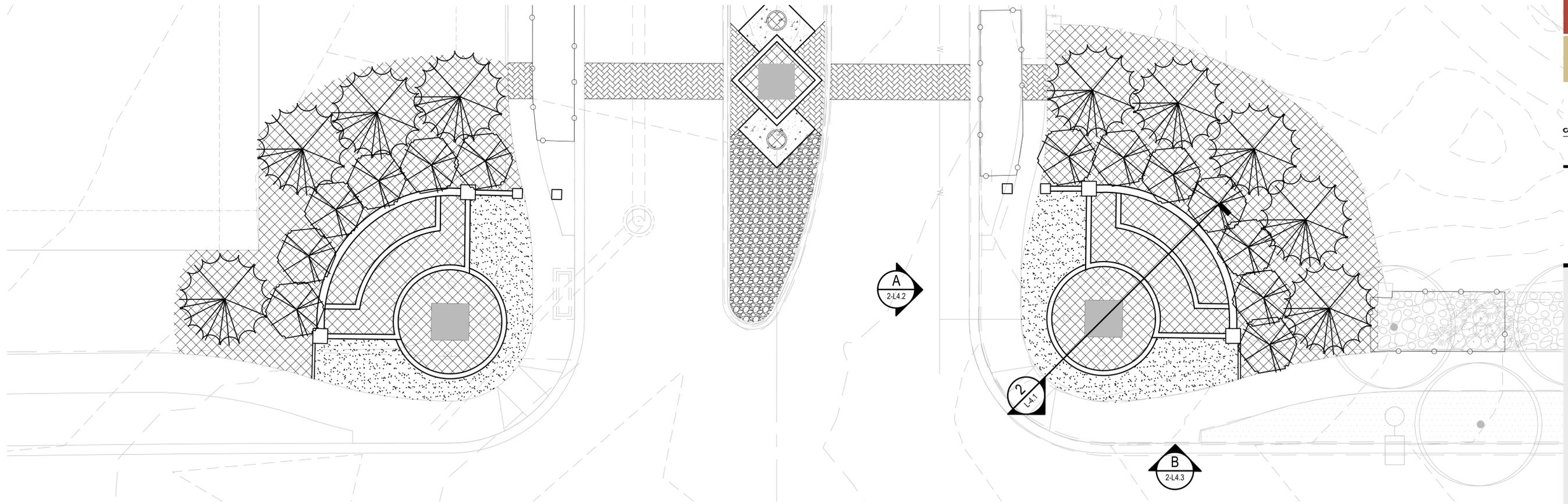
**2 WALL ELEVATION B**  
Scale: 3/8" = 1'-0"

**L4.3**



**DESIGN  
CONCEPTS**

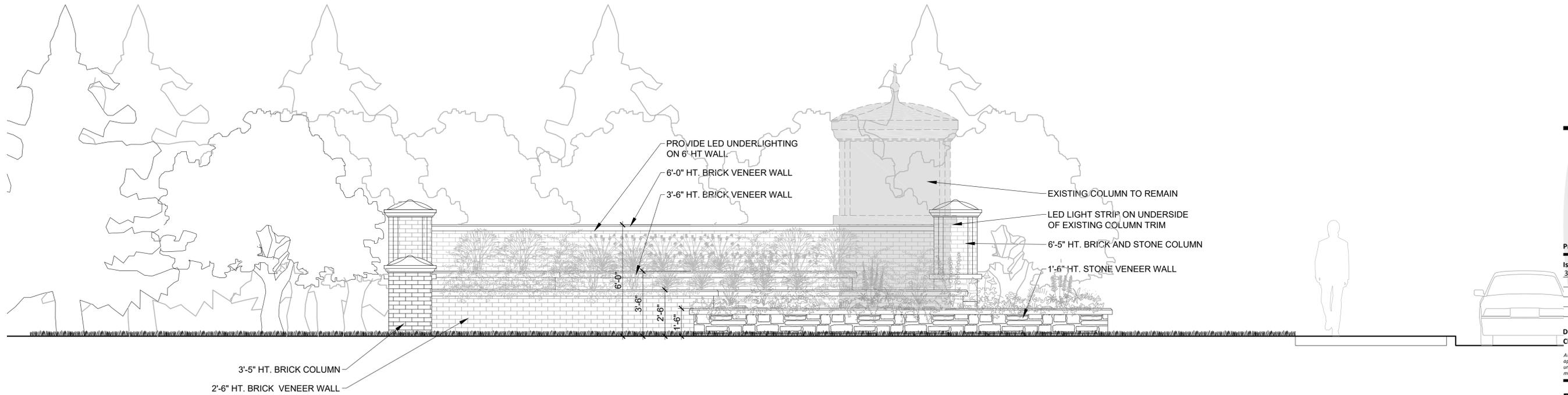
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303 664 5301 www.dca.net



**1 PLAN VIEW**  
Scale: 1" = 10'-0"

**BLACKSTONE METRO DISTRICT  
STREETSCAPE IMPROVEMENTS**

AURORA, CO



**2 ILLUSTRATIVE WALL ELEVATION A**  
Scale: 3/8" = 1'-0"



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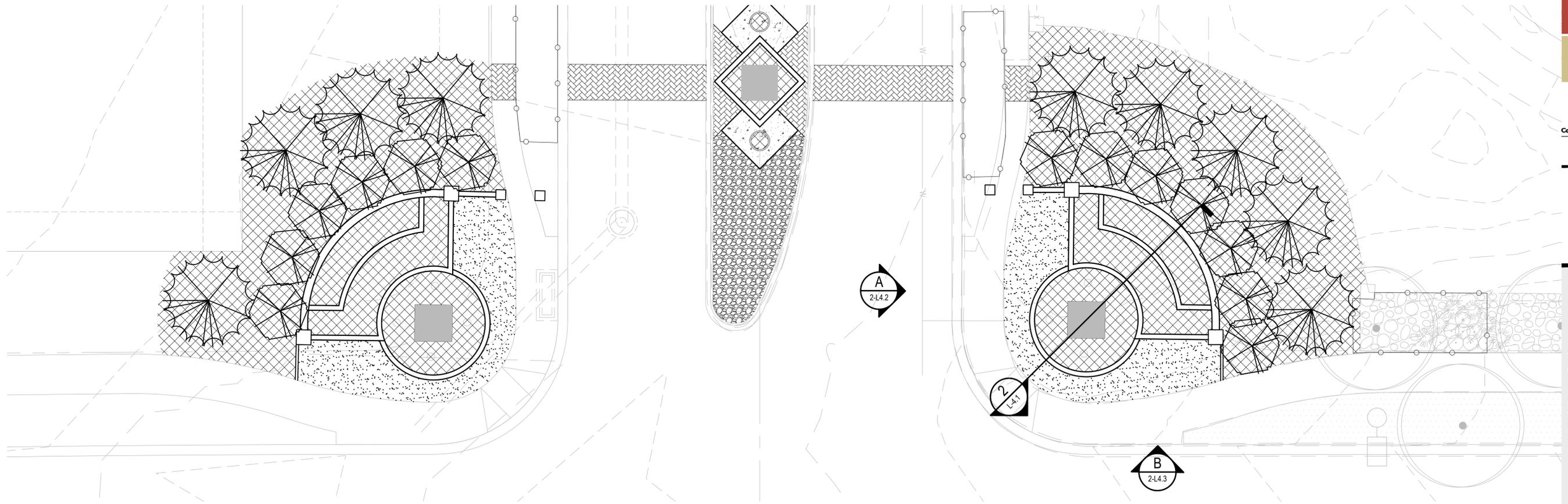
**DETAILS - 5**

**L4.4**



**DESIGN  
CONCEPTS**

Community + Landscape Architects  
211 North Public Road, Suite 200  
Lafayette CO 80026  
303 664 5301 www.dcla.net



**1 PLAN VIEW**  
Scale: 1" = 10'-0"

**BLACKSTONE METRO DISTRICT  
STREETSCAPE IMPROVEMENTS**

AURORA, CO



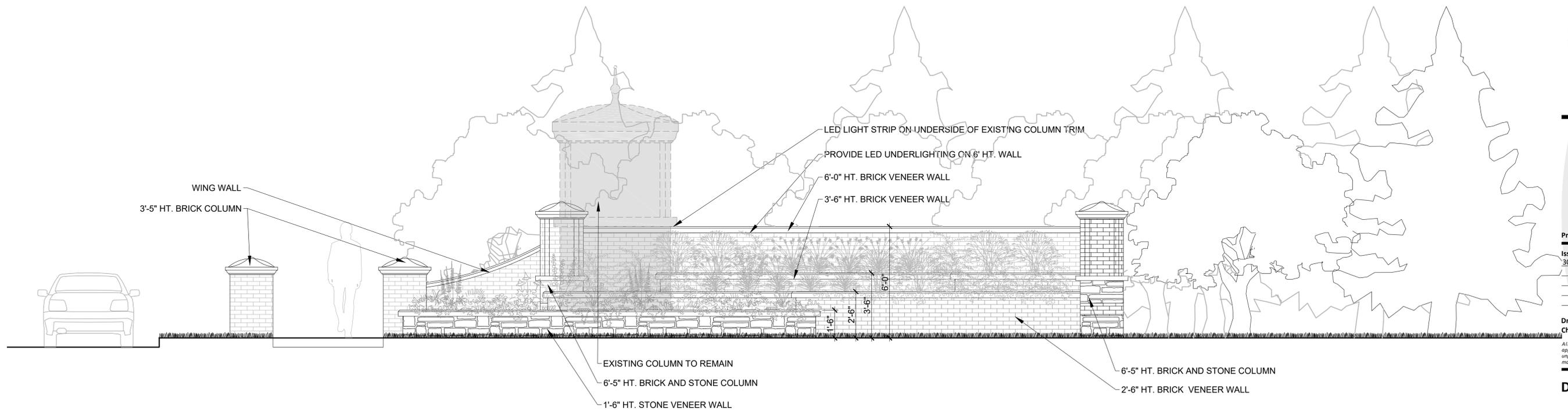
Project No.: 22145.00

Issued For: 30% CDs Date: 01.21.22

Drafted By: MR  
Checked By: ES

All drawings and written material appearing herein constitute original and unpublished work of Design Concepts and may not be duplicated, used or disclosed.

**DETAILS - 6**



**2 ILLUSTRATIVE WALL ELEVATION B**  
Scale: 3/8" = 1'-0"

**L4.5**



DESIGN CONCEPTS

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PRUNE AS DIRECTED BY OWNER'S REPRESENTATIVE. DO NOT PRUNE OR DAMAGE CENTRAL LEADER.

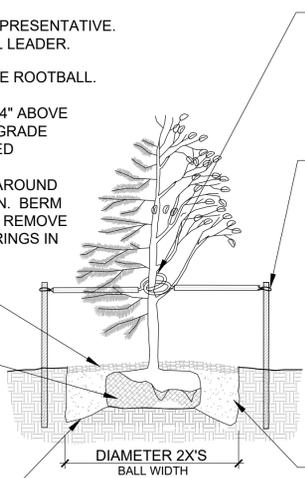
DIG HOLE TWO TIMES THE SIZE OF THE ROOTBALL.

NOTE: SET ROOT BALL OF ALL TREES 4" ABOVE GRADE IN IRRIGATED AREAS AND AT GRADE TO 2" ABOVE GRADE IN NON-IRRIGATED AREAS. MODIFY IF SOIL CONDITIONS WARRANT. INSTALL A 5" HIGH BERM AROUND TREES TO CREATE A WATERING BASIN. BERM IS TEMPORARY IN IRRIGATED AREAS. REMOVE BERM AFTER TWO THOROUGH WATERINGS IN IRRIGATED AREAS AND MULCH

MULCH FLUSH WITH SOD AT EDGE. PROVIDE 4' DIAMETER CIRCLE

REMOVE BOTTOM 1/3 OF WIRE BASKET. SET TREE IN PIT TO PROPER GRADE AND PLUMB. REMOVE REMAINING WIRE AND TWINE. IF PLASTIC OR TREATED BURLAP, REMOVE AS MUCH AS POSSIBLE AND BACKFILL. IF REGULAR BURLAP, BACKFILL 2/3 OF PIT. REMOVE 1/3 OF BURLAP AND COMPLETE BACKFILL.

UNDISTURBED SOIL



WRAP TRUNK FROM GROUND LEVEL TO SECOND BRANCH WITH 4 INCH KRAFT TYPE TREE WRAP. SECURE ENDS WITH FLEXIBLE TAPE.

GUYING SYSTEM: MIN. 6 FEET LONG HEAVY DUTY WOOD POST STAKES WITH 12 GAUGE GALVANIZED STEEL WIRE GUYS SECURED TO TREE WITH CANVAS STRAP ABOVE FIRST BRANCH. WIRE TO BE TAUT BUT NOT OVER TIGHT. FLAG WIRE WITH WHITE PLASTIC FLAGGING TAPE.

CONIFERS TO HAVE 2 STAKES FOR TREES 6 FEET AND LESS. 3 STAKES FOR TREES ABOVE 6 FEET. DECIDUOUS TREES TO HAVE 2 STAKES FOR TREES 2-1/2" CAL. ONE STAKE ALWAYS IN DIRECTION OF PREVAILING WINDS. REMOVE STAKES & GUYS AFTER 1 YEAR.

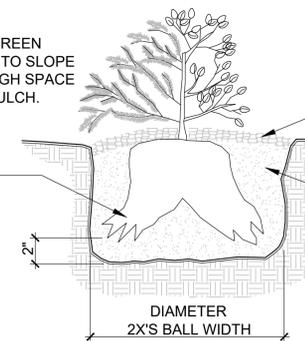
PREPARED BACKFILL MIXTURE:  
1.FOUR PARTS NATIVE SOIL FROM PIT EXCAVATION  
2.ONE PART SOIL AMENDMENT PER SPECS  
3.MATERIALS TO BE THOROUGHLY BLENDED.

EVERGREEN SHRUB

PLACE SPREADING EVERGREEN SHRUBS PERPENDICULAR TO SLOPE OF GROUND. LEAVE ENOUGH SPACE UNDER BRANCHES FOR MULCH.

MOUND BACKFILL UNDER ROOTBALL.

REMOVE CONTAINER, SPLIT BOTTOM 1/2 OF BALL, SPREAD AND PLANT

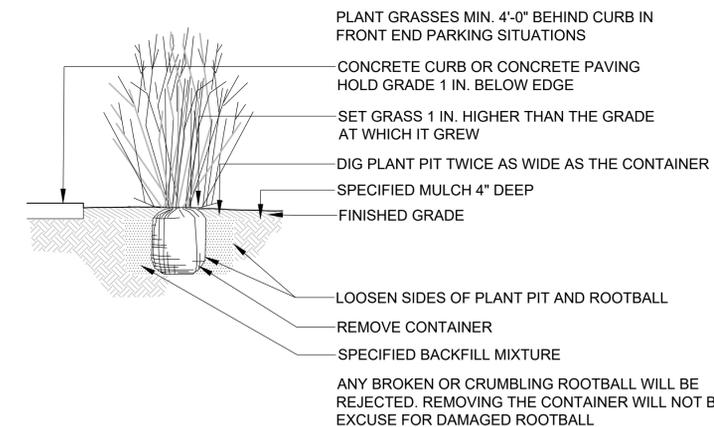


DECIDUOUS SHRUB

PRUNE AS DIRECTED BY LANDSCAPE ARCHITECT. SET SHRUB PLUMB.

MULCH OVER MOUNDED BACKFILL. BUILD A 4" BERM AROUND SHRUB TO CREATE A WATERING BASIN IN NON-IRRIGATED AREAS ONLY.

PREPARED BACKFILL MIXTURE:  
1.FOUR PARTS NATIVE SOIL FROM PIT EXCAVATION  
2.ONE PART SOIL AMENDMENT PER SPECS  
3.MATERIALS TO BE THOROUGHLY BLENDED.



PLANT GRASSES MIN. 4'-0" BEHIND CURB IN FRONT END PARKING SITUATIONS

CONCRETE CURB OR CONCRETE PAVING HOLD GRADE 1 IN. BELOW EDGE

SET GRASS 1 IN. HIGHER THAN THE GRADE AT WHICH IT GREW

DIG PLANT PIT TWICE AS WIDE AS THE CONTAINER

SPECIFIED MULCH 4" DEEP

FINISHED GRADE

LOOSEN SIDES OF PLANT PIT AND ROOTBALL

REMOVE CONTAINER

SPECIFIED BACKFILL MIXTURE

ANY BROKEN OR CRUMBLING ROOTBALL WILL BE REJECTED. REMOVING THE CONTAINER WILL NOT BE AN EXCUSE FOR DAMAGED ROOTBALL

1

TREE PLANTING

Scale: NOT TO SCALE

2

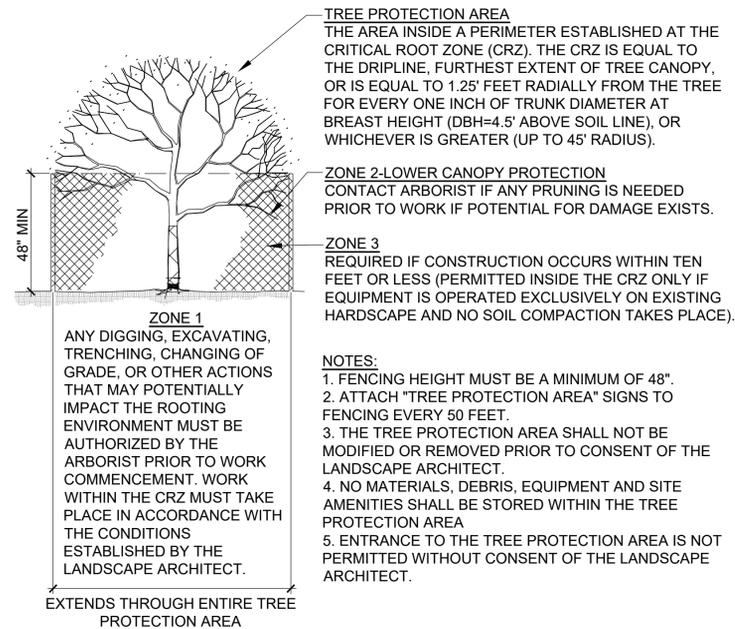
SHRUB PLANTING

Scale: NOT TO SCALE

3

GRASS PLANTING

Scale: NOT TO SCALE

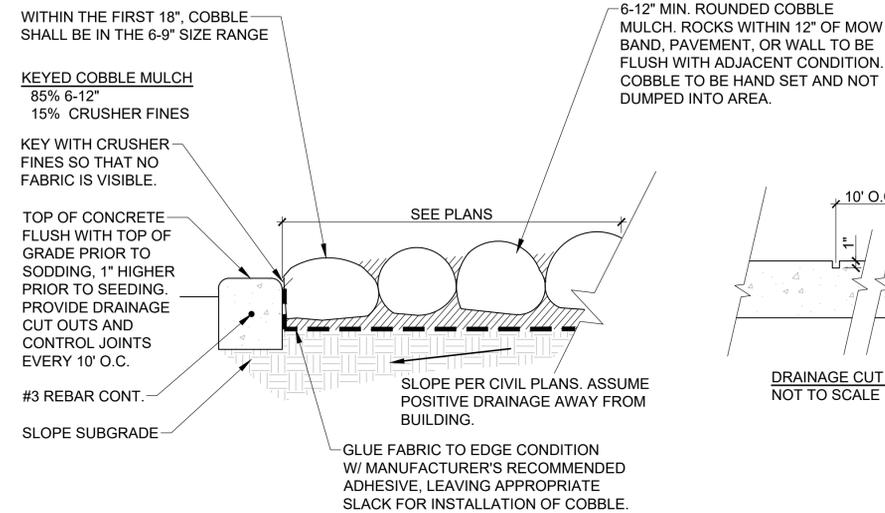


TREE PROTECTION AREA THE AREA INSIDE A PERIMETER ESTABLISHED AT THE CRITICAL ROOT ZONE (CRZ). THE CRZ IS EQUAL TO THE DRIPLINE, FURTHEST EXTENT OF TREE CANOPY, OR IS EQUAL TO 1.25' FEET RADIALLY FROM THE TREE FOR EVERY ONE INCH OF TRUNK DIAMETER AT BRESTA HEIGHT (DBH=4.5' ABOVE SOIL LINE), OR WHICHEVER IS GREATER (UP TO 45' RADIUS).

ZONE 2-LOWER CANOPY PROTECTION CONTACT ARBORIST IF ANY PRUNING IS NEEDED PRIOR TO WORK IF POTENTIAL FOR DAMAGE EXISTS.

ZONE 3 REQUIRED IF CONSTRUCTION OCCURS WITHIN TEN FEET OR LESS (PERMITTED INSIDE THE CRZ ONLY IF EQUIPMENT IS OPERATED EXCLUSIVELY ON EXISTING HARDSCAPE AND NO SOIL COMPACTION TAKES PLACE).

NOTES:  
1. FENCING HEIGHT MUST BE A MINIMUM OF 48".  
2. ATTACH "TREE PROTECTION AREA" SIGNS TO FENCING EVERY 50 FEET.  
3. THE TREE PROTECTION AREA SHALL NOT BE MODIFIED OR REMOVED PRIOR TO CONSENT OF THE LANDSCAPE ARCHITECT.  
4. NO MATERIALS, DEBRIS, EQUIPMENT AND SITE AMENITIES SHALL BE STORED WITHIN THE TREE PROTECTION AREA  
5. ENTRANCE TO THE TREE PROTECTION AREA IS NOT PERMITTED WITHOUT CONSENT OF THE LANDSCAPE ARCHITECT.



WITHIN THE FIRST 18", COBBLE SHALL BE IN THE 6-9" SIZE RANGE

KEYED COBBLE MULCH  
85% 6-12"  
15% CRUSHER FINES

KEY WITH CRUSHER FINES SO THAT NO FABRIC IS VISIBLE.

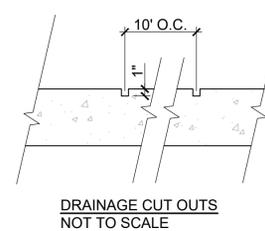
TOP OF CONCRETE FLUSH WITH TOP OF GRADE PRIOR TO SODDING, 1" HIGHER PRIOR TO SEEDING. PROVIDE DRAINAGE CUT OUTS AND CONTROL JOINTS EVERY 10' O.C.

#3 REBAR CONT.

SLOPE SUBGRADE

GLUE FABRIC TO EDGE CONDITION W/ MANUFACTURER'S RECOMMENDED ADHESIVE, LEAVING APPROPRIATE SLACK FOR INSTALLATION OF COBBLE.

6-12" MIN. ROUNDED COBBLE MULCH. ROCKS WITHIN 12" OF MOW BAND, PAVEMENT, OR WALL TO BE FLUSH WITH ADJACENT CONDITION. COBBLE TO BE HAND SET AND NOT DUMPED INTO AREA.



DRAINAGE CUT OUTS NOT TO SCALE

4

TREE PROTECTION

Scale: NOT TO SCALE

5

KEYED COBBLE MULCH

Scale: NOT TO SCALE

BLACKSTONE METRO DISTRICT  
STREETSCAPE IMPROVEMENTS

AURORA, CO



Project No.: 22145.00

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DETAILS - 7

L4.6



## Blackstone Metro District Improvements

Subject: Design Development Estimate of Probable Costs  
January 21, 2022

### Overall Site Improvements

ITEM				TOTAL COST
<b>Primary Entries</b>				
Primary Entry at Powhatan Road and E. Mineral Drive				\$291,908.50
Primary Entry at County Line Road and S. Blackstone Pkwy				\$282,905.03
			<b>Subtotal</b>	<b>\$574,813.53</b>
<b>Secondary Entries</b>				
Secondary Entry at County Line Road and S. Waterloo Court				\$34,706.75
Secondary Entry at E. Mineral Place and S. Monaghan Road				\$34,706.75
			<b>Subtotal</b>	<b>\$69,413.50</b>
<b>Roundabouts</b>				
Roundabout at Country Club Pkwy and S. Blackstone Pkwy				\$170,150.50
Roundabout at Country Club Pkwy and E. Mineral Place				\$168,629.50
Roundabout at S. Blackstone Pkwy and E. Alder Drive				\$181,850.50
			<b>Subtotal</b>	<b>\$520,630.50</b>
<b>Pie Median</b>				
Pie Median at South Blackstone Pkwy and E. Alder Drive				\$116,527.13
			<b>Subtotal</b>	<b>\$116,527.13</b>
<b>Overall</b>				
<b>BASE BID CONSTRUCTION TOTAL</b>				<b>\$1,281,384.65</b>



**Blackstone Metro District Improvements**

Subject: Design Development Estimate of Probable Costs  
January 21, 2022

**Primary Entry at Powhaton Road and E. Mineral Drive**

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
<b>START-UP</b>				
Traffic control	1	LS	\$4,000.00	\$4,000.00
Protection fence for existing trees	450	LF	\$3.25	\$1,462.50
			<b>Subtotal</b>	<b>\$5,462.50</b>
<b>DEMOLITION</b>				
Demo Pavement	500	SF	\$10.00	\$5,000.00
Demo Landscape	11,000	SF	\$0.75	\$8,250.00
			<b>Subtotal</b>	<b>\$13,250.00</b>
<b>EARTHWORK</b>				
Earthwork	1	LS	\$5,000.00	\$5,000.00
Planter's Mix	1	LS	\$3,000.00	\$3,000.00
Raised Planters - 4" Perf. PVC Pipe	0	LF	\$30.00	\$0.00
			<b>Subtotal</b>	<b>\$8,000.00</b>
<b>EROSION CONTROL</b>				
Erosion Control	1	LS	\$5,000.00	\$5,000.00
			<b>Subtotal</b>	<b>\$5,000.00</b>
<b>ELECTRICAL</b>				
Electrical Improvements	1	LS	\$3,000.00	\$3,000.00
			<b>Subtotal</b>	<b>\$3,000.00</b>
<b>SITE CONSTRUCTION</b>				
6" Concrete Mow Band	20	LF	\$15.00	\$300.00
6" Ht. Colored Concrete pad for planters in median	200	SF	\$11.00	\$2,200.00
1.5' Ht wall. CMU core with stone veneer and cap	140	LF	\$60.00	\$8,400.00
2.5' Ht Brick wall. CMU core with brick veneer and cap	110	LF	\$80.00	\$8,800.00
1.5' Ht Brick wall (4.5' mid tier). CMU core with brick veneer and cap	80	LF	\$60.00	\$4,800.00
6' Ht Brick wall. CMU core with brick veneer and cap	95	LF	\$200.00	\$19,000.00
7' Ht Brick column. CMU core with brick veneer and cap	4	EA	\$4,000.00	\$16,000.00
3.5' Ht Brick column. CMU core with brick veneer and cap	4	EA	\$2,000.00	\$8,000.00
3.5' Ht Brick wingwall. CMU core with brick veneer and cap	25	LF	\$100.00	\$2,500.00
Enhanced Pavers at walks and roadway	550	SF	\$30.00	\$16,500.00
			<b>Subtotal</b>	<b>\$86,500.00</b>
<b>SITE AMENITIES AND FURNISHINGS</b>				
4' dia. Pre-Cast Concrete Bowl Planters	2	EA	\$2,000.00	\$4,000.00

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
			<b>SUBTOTAL</b>	<b>\$4,000.00</b>
<b>LANDSCAPE</b>				
Trees deciduous, 3" Caliper	0	EA	\$1,200.00	\$0.00
Trees evergreen, 10' Ht.	10	EA	\$1,500.00	\$15,000.00
Trees ornamental, 2.5" Caliper	13	EA	\$750.00	\$9,750.00
Shrubs, #5 container	360	EA	\$60.00	\$21,600.00
Perennials and Grasses, #1 container	325	EA	\$32.00	\$10,400.00
Annuals and Bulbs, 18 per flat	35	EA	\$30.00	\$1,050.00
Soil prep and sod	2,100	SF	\$1.20	\$2,520.00
Soil prep and native seed	0	SF	\$0.55	\$0.00
Wood Mulch, Bowl Planters and Raised Planters	6,700	SF	\$3.50	\$23,450.00
Cobble Mulch, planting beds	550	SF	\$11.00	\$6,050.00
Landscape Boulders	0	EA	\$650.00	\$0.00
Retaining Boulders	0	EA	\$600.00	\$0.00
Sod replacement for areas of disturbance	1	LS	\$2,500.00	\$2,500.00
			<b>SUBTOTAL</b>	<b>\$92,320.00</b>
<b>IRRIGATION</b>				
Irrigation Improvements	9,350	SF	\$0.75	\$7,012.50
			<b>Subtotal</b>	<b>\$7,012.50</b>
<b>BASE BID CONSTRUCTION SUBTOTAL</b>				<b>\$224,545.00</b>
Construction Surveying & Materials Testing	3.0%			\$6,736.35
Design Contingency	10.0%			\$22,454.50
Owner Contingency	10.0%			\$22,454.50
Bonding and Mobilization	7.0%			\$15,718.15
<b>BASE BID CONSTRUCTION TOTAL</b>				<b>\$291,908.50</b>



**Blackstone Metro District Improvements**

Subject: Design Development Estimate of Probable Costs  
January 21, 2022

**Primary Entry at County Line Road and S. Blackstone Pkwy**

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
<b>START-UP</b>				
Traffic control	1	LS	\$4,000.00	\$4,000.00
Protection fence for existing trees	250	LF	\$3.25	\$812.50
			<b>Subtotal</b>	<b>\$4,812.50</b>
<b>DEMOLITION</b>				
Demo Pavement	500	SF	\$10.00	\$5,000.00
Demo Landscape	9,250	SF	\$0.75	\$6,937.50
			<b>Subtotal</b>	<b>\$11,937.50</b>
<b>EARTHWORK</b>				
Earthwork	1	LS	\$5,000.00	\$5,000.00
Planter's Mix	1	LS	\$3,000.00	\$3,000.00
Raised Planters - 4" Perf. PVC Pipe	0	LF	\$30.00	\$0.00
			<b>Subtotal</b>	<b>\$8,000.00</b>
<b>EROSION CONTROL</b>				
Erosion Control	1	LS	\$5,000.00	\$5,000.00
			<b>Subtotal</b>	<b>\$5,000.00</b>
<b>ELECTRICAL</b>				
Electrical Improvements	1	LS	\$3,000.00	\$3,000.00
			<b>Subtotal</b>	<b>\$3,000.00</b>
<b>SITE CONSTRUCTION</b>				
6" Concrete Mow Band	20	LF	\$15.00	\$300.00
6" Ht. Colored Concrete pad for planters in median	200	SF	\$11.00	\$2,200.00
1.5' Ht wall. CMU core with stone veneer and cap	140	LF	\$60.00	\$8,400.00
2.5' Ht Brick wall. CMU core with brick veneer and cap	110	LF	\$80.00	\$8,800.00
1.5' Ht Brick wall (4.5' mid tier). CMU core with brick veneer and cap	80	LF	\$60.00	\$4,800.00
6' Ht Brick wall. CMU core with brick veneer and cap	95	LF	\$200.00	\$19,000.00
7' Ht Brick column. CMU core with brick veneer and cap	4	EA	\$4,000.00	\$16,000.00
3.5' Ht Brick column. CMU core with brick veneer and cap	4	EA	\$2,000.00	\$8,000.00
3.5' Ht Brick wingwall. CMU core with brick veneer and cap	15	LF	\$100.00	\$1,500.00
Enhanced Pavers at walks and roadway	625	SF	\$30.00	\$18,750.00
			<b>Subtotal</b>	<b>\$87,750.00</b>
<b>SITE AMENITIES AND FURNISHINGS</b>				
4' dia. Pre-Cast Concrete Bowl Planters	2	EA	\$2,000.00	\$4,000.00

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
			<b>SUBTOTAL</b>	<b>\$4,000.00</b>
<b>LANDSCAPE</b>				
Trees deciduous, 3" Caliper	0	EA	\$1,200.00	\$0.00
Trees evergreen, 10' Ht.	9	EA	\$1,500.00	\$13,500.00
Trees ornamental, 2.5" Caliper	13	EA	\$750.00	\$9,750.00
Shrubs, #5 container	350	EA	\$60.00	\$21,000.00
Perennials and Grasses, #1 container	300	EA	\$32.00	\$9,600.00
Annuals and Bulbs, 18 per flat	30	EA	\$30.00	\$900.00
Soil prep and sod	1,215	SF	\$1.20	\$1,458.00
Soil prep and native seed	0	SF	\$0.55	\$0.00
Wood Mulch, Bowl Planters and Raised Planters	6,500	SF	\$3.50	\$22,750.00
Cobble Mulch, planting beds	500	SF	\$11.00	\$5,500.00
Landscape Boulders	0	EA	\$650.00	\$0.00
Retaining Boulders	0	EA	\$600.00	\$0.00
Sod replacement for areas of disturbance	1	LS	\$2,500.00	\$2,500.00
			<b>SUBTOTAL</b>	<b>\$86,958.00</b>
<b>IRRIGATION</b>				
Irrigation Improvements	8,215	SF	\$0.75	\$6,161.25
			<b>Subtotal</b>	<b>\$6,161.25</b>
<b>BASE BID CONSTRUCTION SUBTOTAL</b>				<b>\$217,619.25</b>
Construction Surveying & Materials Testing	3.0%			\$6,528.58
Design Contingency	10.0%			\$21,761.93
Owner Contingency	10.0%			\$21,761.93
Bonding and Mobilization	7.0%			\$15,233.35
<b>BASE BID CONSTRUCTION TOTAL</b>				<b>\$282,905.03</b>



**Blackstone Metro District Improvements**

Subject: Design Development Estimate of Probable Costs  
January 21, 2022

**Secondary Entry at County Line Road and S. Waterloo Court**

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
<b>START-UP</b>				
Protection fence for existing trees	0	LF	\$3.25	\$0.00
			<b>Subtotal</b>	<b>\$0.00</b>
<b>DEMOLITION</b>				
Demo Landscape	850	SF	\$0.75	\$637.50
			<b>Subtotal</b>	<b>\$637.50</b>
<b>EARTHWORK</b>				
Earthwork	1	LS	\$2,500.00	\$2,500.00
Planter's Mix	1	LS	\$1,500.00	\$1,500.00
Raised Planters - 4" Perf. PVC Pipe	0	LF	\$30.00	\$0.00
			<b>Subtotal</b>	<b>\$4,000.00</b>
<b>EROSION CONTROL</b>				
Erosion Control	1	LS	\$3,000.00	\$3,000.00
			<b>Subtotal</b>	<b>\$3,000.00</b>
<b>ELECTRICAL</b>				
Electrical Improvements	1	LS	\$1,500.00	\$1,500.00
			<b>Subtotal</b>	<b>\$1,500.00</b>
<b>SITE CONSTRUCTION</b>				
1.5' Ht wall. CMU core with stone veneer and cap	140	LF	\$60.00	\$8,400.00
			<b>Subtotal</b>	<b>\$8,400.00</b>
<b>LANDSCAPE</b>				
Shrubs, #5 container	50	EA	\$60.00	\$3,000.00
Perennials and Grasses, #1 container	20	EA	\$32.00	\$640.00
Annuals and Bulbs, 18 per flat	10	EA	\$30.00	\$300.00
Wood Mulch, Bowl Planters and Raised Planters	640	SF	\$3.50	\$2,240.00
Sod replacement for areas of disturbance	1	LS	\$2,500.00	\$2,500.00
			<b>SUBTOTAL</b>	<b>\$8,680.00</b>
<b>IRRIGATION</b>				
Irrigation Improvements	640	SF	\$0.75	\$480.00
			<b>Subtotal</b>	<b>\$480.00</b>

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
<b>BASE BID CONSTRUCTION SUBTOTAL</b>				<b>\$26,697.50</b>
Construction Surveying & Materials Testing	3.0%			<b>\$800.93</b>
Design Contingency	10.0%			<b>\$2,669.75</b>
Owner Contingency	10.0%			<b>\$2,669.75</b>
Bonding and Mobilization	7.0%			<b>\$1,868.83</b>
<b>BASE BID CONSTRUCTION TOTAL</b>				<b>\$34,706.75</b>



**Blackstone Metro District Improvements**

Subject: Design Development Estimate of Probable Costs  
January 21, 2022

**Secondary Entry at E. Mineral Place and S. Monaghan Road**

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
<b>START-UP</b>				
Protection fence for existing trees	0	LF	\$3.25	\$0.00
			<b>Subtotal</b>	<b>\$0.00</b>
<b>DEMOLITION</b>				
Demo Landscape	850	SF	\$0.75	\$637.50
			<b>Subtotal</b>	<b>\$637.50</b>
<b>EARTHWORK</b>				
Earthwork	1	LS	\$2,500.00	\$2,500.00
Planter's Mix	1	LS	\$1,500.00	\$1,500.00
Raised Planters - 4" Perf. PVC Pipe	0	LF	\$30.00	\$0.00
			<b>Subtotal</b>	<b>\$4,000.00</b>
<b>EROSION CONTROL</b>				
Erosion Control	1	LS	\$3,000.00	\$3,000.00
			<b>Subtotal</b>	<b>\$3,000.00</b>
<b>ELECTRICAL</b>				
Electrical Improvements	1	LS	\$1,500.00	\$1,500.00
			<b>Subtotal</b>	<b>\$1,500.00</b>
<b>SITE CONSTRUCTION</b>				
1.5' Ht wall. CMU core with stone veneer and cap	140	LF	\$60.00	\$8,400.00
			<b>Subtotal</b>	<b>\$8,400.00</b>
<b>LANDSCAPE</b>				
Shrubs, #5 container	50	EA	\$60.00	\$3,000.00
Perennials and Grasses, #1 container	20	EA	\$32.00	\$640.00
Annuals and Bulbs, 18 per flat	10	EA	\$30.00	\$300.00
Wood Mulch, Bowl Planters and Raised Planters	640	SF	\$3.50	\$2,240.00
Sod replacement for areas of disturbance	1	LS	\$2,500.00	\$2,500.00
			<b>SUBTOTAL</b>	<b>\$8,680.00</b>
<b>IRRIGATION</b>				
Irrigation Improvements	640	SF	\$0.75	\$480.00
			<b>Subtotal</b>	<b>\$480.00</b>

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
<b>BASE BID CONSTRUCTION SUBTOTAL</b>				<b>\$26,697.50</b>
Construction Surveying & Materials Testing	3.0%			<b>\$800.93</b>
Design Contingency	10.0%			<b>\$2,669.75</b>
Owner Contingency	10.0%			<b>\$2,669.75</b>
Bonding and Mobilization	7.0%			<b>\$1,868.83</b>
<b>BASE BID CONSTRUCTION TOTAL</b>				<b>\$34,706.75</b>



**Blackstone Metro District Improvements**

Subject: Design Development Estimate of Probable Costs  
January 21, 2022

**Roundabout at Country Club Pkwy and S. Blackstone Pkwy**

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
<b>START-UP</b>				
Traffic control	1	LS	\$2,000.00	\$2,000.00
			<b>Subtotal</b>	<b>\$2,000.00</b>
<b>DEMOLITION</b>				
Demo Pavement	1,100	SF	\$10.00	\$11,000.00
Demo Walls	1	LS	\$5,000.00	\$5,000.00
Demo Landcape	2,500	SF	\$0.75	\$1,875.00
			<b>Subtotal</b>	<b>\$17,875.00</b>
<b>EARTHWORK</b>				
Earthwork	1	LS	\$5,000.00	\$5,000.00
Planter's Mix	1	LS	\$3,000.00	\$3,000.00
Raised Planters - 4" Perf. PVC Pipe	0	LF	\$30.00	\$0.00
			<b>Subtotal</b>	<b>\$8,000.00</b>
<b>EROSION CONTROL</b>				
Erosion Control	1	LS	\$5,000.00	\$5,000.00
			<b>Subtotal</b>	<b>\$5,000.00</b>
<b>ELECTRICAL</b>				
Electrical Improvements	1	LS	\$3,000.00	\$3,000.00
			<b>Subtotal</b>	<b>\$3,000.00</b>
<b>SITE CONSTRUCTION</b>				
Colored Concrete flatwork (6" depth)	150	SF	\$18.00	\$2,700.00
1' ht. colored concrete pedestal for planters	180	SF	\$30.00	\$5,400.00
2' ht. colored concrete pedestal for planters	100	SF	\$35.00	\$3,500.00
3.5' ht. concrete pad pedestal with brick veneer for sculpture	1	LS	\$8,000.00	\$8,000.00
Pavers at roundabout apron	1,100	SF	\$30.00	\$33,000.00
Microtop finish at roundabout apron	1,000	SF	\$20.00	\$20,000.00
			<b>Subtotal</b>	<b>\$72,600.00</b>
<b>SITE AMENITIES AND FURNISHINGS</b>				
4' dia. Pre-Cast Concrete Bowl Planters	2	EA	\$2,000.00	\$4,000.00
6' dia. Pre-Cast multi-tiered Concrete Bowl Planters	2	EA	\$6,500.00	\$13,000.00
			<b>SUBTOTAL</b>	<b>\$17,000.00</b>
<b>LANDSCAPE</b>				

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
Perennials and Grasses, #1 container	30	EA	\$32.00	\$960.00
Annuals and Bulbs, 18 per flat	20	EA	\$30.00	\$600.00
Soil prep and sod	1,800	SF	\$1.20	\$2,160.00
Wood mulch in planters	80	SF	\$3.50	\$280.00
Landscape Boulders	0	EA	\$650.00	\$0.00
			<b>SUBTOTAL</b>	<b>\$4,000.00</b>
<b>IRRIGATION</b>				
Irrigation Improvements	1,880	SF	\$0.75	\$1,410.00
			<b>Subtotal</b>	<b>\$1,410.00</b>
<b>BASE BID CONSTRUCTION SUBTOTAL</b>				<b>\$130,885.00</b>
Construction Surveying & Materials Testing	3.0%			\$3,926.55
Design Contingency	10.0%			\$13,088.50
Owner Contingency	10.0%			\$13,088.50
Bonding and Mobilization	7.0%			\$9,161.95
<b>BASE BID CONSTRUCTION TOTAL</b>				<b>\$170,150.50</b>



**Blackstone Metro District Improvements**

Subject: Design Development Estimate of Probable Costs  
January 21, 2022

**Roundabout at Country Club Pkwy and E. Mineral Place**

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
<b>START-UP</b>				
Traffic control	1	LS	\$2,000.00	\$2,000.00
			<b>Subtotal</b>	<b>\$2,000.00</b>
<b>DEMOLITION</b>				
Demo Pavement	1,200	SF	\$10.00	\$12,000.00
Demo Walls	1	LS	\$5,000.00	\$5,000.00
Demo Landcape	2,500	SF	\$0.75	\$1,875.00
			<b>Subtotal</b>	<b>\$18,875.00</b>
<b>EARTHWORK</b>				
Earthwork	1	LS	\$5,000.00	\$5,000.00
Planter's Mix	1	LS	\$3,000.00	\$3,000.00
Raised Planters - 4" Perf. PVC Pipe	0	LF	\$30.00	\$0.00
			<b>Subtotal</b>	<b>\$8,000.00</b>
<b>EROSION CONTROL</b>				
Erosion Control	1	LS	\$5,000.00	\$5,000.00
			<b>Subtotal</b>	<b>\$5,000.00</b>
<b>ELECTRICAL</b>				
Electrical Improvements	1	LS	\$3,000.00	\$3,000.00
			<b>Subtotal</b>	<b>\$3,000.00</b>
<b>SITE CONSTRUCTION</b>				
Colored Concrete flatwork (6" depth)	150	SF	\$18.00	\$2,700.00
1' ht. colored concrete pedestal for planters	180	SF	\$30.00	\$5,400.00
2' ht. colored concrete pedestal for planters	100	SF	\$35.00	\$3,500.00
3.5' ht. concrete pad pedestal with brick veneer for sculpture	1	LS	\$8,000.00	\$8,000.00
Pavers at roundabout apron	1,200	SF	\$30.00	\$36,000.00
Microtop finish at roundabout apron	800	SF	\$20.00	\$16,000.00
			<b>Subtotal</b>	<b>\$71,600.00</b>
<b>SITE AMENITIES AND FURNISHINGS</b>				
4' dia. Pre-Cast Concrete Bowl Planters	2	EA	\$2,000.00	\$4,000.00
6' dia. Pre-Cast multi-tiered Concrete Bowl Planters	2	EA	\$6,500.00	\$13,000.00
			<b>SUBTOTAL</b>	<b>\$17,000.00</b>
<b>LANDSCAPE</b>				

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
Perennials and Grasses, #1 container	30	EA	\$32.00	\$960.00
Annuals and Bulbs, 18 per flat	20	EA	\$30.00	\$600.00
Soil prep and sod	1,200	SF	\$1.20	\$1,440.00
Wood mulch in planters	80	SF	\$3.50	\$280.00
Landscape Boulders	0	EA	\$650.00	\$0.00
			<b>SUBTOTAL</b>	<b>\$3,280.00</b>
<b>IRRIGATION</b>				
Irrigation Improvements	1,280	SF	\$0.75	\$960.00
			<b>Subtotal</b>	<b>\$960.00</b>
<b>BASE BID CONSTRUCTION SUBTOTAL</b>				<b>\$129,715.00</b>
Construction Surveying & Materials Testing	3.0%			<b>\$3,891.45</b>
Design Contingency	10.0%			<b>\$12,971.50</b>
Owner Contingency	10.0%			<b>\$12,971.50</b>
Bonding and Mobilization	7.0%			<b>\$9,080.05</b>
<b>BASE BID CONSTRUCTION TOTAL</b>				<b>\$168,629.50</b>



**Blackstone Metro District Improvements**

Subject: Design Development Estimate of Probable Costs  
January 21, 2022

**Roundabout at S. Blackstone Pkwy and E. Alder Drive**

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
<b>START-UP</b>				
Traffic control	1	LS	\$2,000.00	\$2,000.00
			<b>Subtotal</b>	<b>\$2,000.00</b>
<b>DEMOLITION</b>				
Demo Pavement	1,200	SF	\$10.00	\$12,000.00
Demo Walls	1	LS	\$5,000.00	\$5,000.00
Demo Landcape	2,500	SF	\$0.75	\$1,875.00
			<b>Subtotal</b>	<b>\$18,875.00</b>
<b>EARTHWORK</b>				
Earthwork	1	LS	\$5,000.00	\$5,000.00
Planter's Mix	1	LS	\$3,000.00	\$3,000.00
Raised Planters - 4" Perf. PVC Pipe	0	LF	\$30.00	\$0.00
			<b>Subtotal</b>	<b>\$8,000.00</b>
<b>EROSION CONTROL</b>				
Erosion Control	1	LS	\$5,000.00	\$5,000.00
			<b>Subtotal</b>	<b>\$5,000.00</b>
<b>ELECTRICAL</b>				
Electrical Improvements	1	LS	\$3,000.00	\$3,000.00
			<b>Subtotal</b>	<b>\$3,000.00</b>
<b>SITE CONSTRUCTION</b>				
Colored Concrete flatwork (6" depth)	150	SF	\$18.00	\$2,700.00
1' ht. colored concrete pedestal for planters	180	SF	\$30.00	\$5,400.00
2' ht. colored concrete pedestal for planters	100	SF	\$35.00	\$3,500.00
3.5' ht. concrete pad pedestal with brick veneer for sculpture	1	LS	\$8,000.00	\$8,000.00
Pavers at roundabout apron	1,200	SF	\$30.00	\$36,000.00
Microtop finish at roundabout apron	1,250	SF	\$20.00	\$25,000.00
			<b>Subtotal</b>	<b>\$80,600.00</b>
<b>SITE AMENITIES AND FURNISHINGS</b>				
4' dia. Pre-Cast Concrete Bowl Planters	2	EA	\$2,000.00	\$4,000.00
6' dia. Pre-Cast multi-tiered Concrete Bowl Planters	2	EA	\$6,500.00	\$13,000.00
			<b>SUBTOTAL</b>	<b>\$17,000.00</b>
<b>LANDSCAPE</b>				

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
Perennials and Grasses, #1 container	30	EA	\$32.00	\$960.00
Annuals and Bulbs, 18 per flat	20	EA	\$30.00	\$600.00
Soil prep and sod	1,800	SF	\$1.20	\$2,160.00
Wood mulch in planters	80	SF	\$3.50	\$280.00
Landscape Boulders	0	EA	\$650.00	\$0.00
			<b>SUBTOTAL</b>	<b>\$4,000.00</b>
<b>IRRIGATION</b>				
Irrigation Improvements	1,880	SF	\$0.75	\$1,410.00
			<b>Subtotal</b>	<b>\$1,410.00</b>
<b>BASE BID CONSTRUCTION SUBTOTAL</b>				<b>\$139,885.00</b>
Construction Surveying & Materials Testing	3.0%			\$4,196.55
Design Contingency	10.0%			\$13,988.50
Owner Contingency	10.0%			\$13,988.50
Bonding and Mobilization	7.0%			\$9,791.95
<b>BASE BID CONSTRUCTION TOTAL</b>				<b>\$181,850.50</b>



**Blackstone Metro District Improvements**

Subject: Design Development Estimate of Probable Costs  
January 21, 2022

**Pie Median at South Blackstone Pkwy and E. Alder Drive**

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
<b>START-UP</b>				
Traffic control	1	LS	\$2,000.00	\$2,000.00
Protection fence for existing trees	500	LF	\$3.25	\$1,625.00
			<b>Subtotal</b>	<b>\$3,625.00</b>
<b>DEMOLITION</b>				
Demo Landscape	8,500	SF	\$0.75	\$6,375.00
			<b>Subtotal</b>	<b>\$6,375.00</b>
<b>EARTHWORK</b>				
Earthwork	1	LS	\$5,000.00	\$5,000.00
Planter's Mix	1	LS	\$3,000.00	\$3,000.00
Raised Planters - 4" Perf. PVC Pipe	0	LF	\$30.00	\$0.00
			<b>Subtotal</b>	<b>\$8,000.00</b>
<b>EROSION CONTROL</b>				
Erosion Control	1	LS	\$5,000.00	\$5,000.00
			<b>Subtotal</b>	<b>\$5,000.00</b>
<b>ELECTRICAL</b>				
Electrical Improvements	1	LS	\$3,000.00	\$3,000.00
			<b>Subtotal</b>	<b>\$3,000.00</b>
<b>SITE CONSTRUCTION</b>				
6" Concrete Mow Band	300	LF	\$15.00	\$4,500.00
1.5' Ht wall. CMU core with stone veneer and cap	85	LF	\$60.00	\$5,100.00
3.5' ht concrete pad pedestal with brick veneer for planter	1	LS	\$8,000.00	\$8,000.00
			<b>Subtotal</b>	<b>\$17,600.00</b>
<b>SITE AMENITIES AND FURNISHINGS</b>				
6' dia. Pre-Cast multi-tiered Concrete Bowl Planters	1	EA	\$6,500.00	\$6,500.00
			<b>SUBTOTAL</b>	<b>\$6,500.00</b>
<b>LANDSCAPE</b>				
6' dia. Pre-Cast multi-tiered Concrete Bowl Planters	150	EA	\$60.00	\$9,000.00
Perennials and Grasses, #1 container	150	EA	\$32.00	\$4,800.00
Annuals and Bulbs, 18 per flat	10	EA	\$30.00	\$300.00
Soil prep and sod	6,300	SF	\$1.20	\$7,560.00

ITEM	QTY	UNIT	UNIT COST	TOTAL COST
Wood mulch in planters	400	SF	\$3.50	\$1,400.00
Cobble mulch at planter beds	515	SF	\$11.00	\$5,665.00
Crusher Fines	1,200	SF	\$4.50	\$5,400.00
Landscape Boulders	0	EA	\$650.00	\$0.00
			<b>SUBTOTAL</b>	<b>\$34,125.00</b>
<b>IRRIGATION</b>				
Irrigation Improvements	7,215	SF	\$0.75	\$5,411.25
			<b>Subtotal</b>	<b>\$5,411.25</b>
<b>BASE BID CONSTRUCTION SUBTOTAL</b>				<b>\$89,636.25</b>
Construction Surveying & Materials Testing	3.0%			\$2,689.09
Design Contingency	10.0%			\$8,963.63
Owner Contingency	10.0%			\$8,963.63
Bonding and Mobilization	7.0%			\$6,274.54
<b>BASE BID CONSTRUCTION TOTAL</b>				<b>\$116,527.13</b>



1626 Cole Blvd, Suite 125  
Lakewood, CO 80104

February 15, 2021

Blackstone Metropolitan District Board  
Attn: Clint Waldron  
White Bear Ankele Tanaka & Waldron  
2154 East Commons Avenue, Suite 2000  
Centennial, CO 80122

## **BLACKSTONE METROPOLITAN DISTRICT PROPOSAL**

Independent District Engineering Services, LLC (IDES) is pleased to respond to your request to create an Operations & Maintenance (O&M) map for the Blackstone Metropolitan District (District) in the City of Aurora, Colorado.

### **SCOPE OF SERVICES**

**Operations & Maintenance Map** – IDES will update the District O&M map to incorporate all new information to a single consolidated map. IDES will perform this task on a T&M basis. It shall be noted that the efforts to put together the O&M Map can be greatly reduced if the District is able to supply IDES with the base AutoCAD files for the District. If the District is not able to supply the base AutoCAD files, IDES will place the exhibit over the existing plat or an aerial of the site.

**Meetings** – IDES can participate in Project Meetings as necessary. Meetings may include District Board Meetings, project status meetings, local jurisdiction coordination meetings, construction progress meetings, miscellaneous field meetings and other meetings with Project Stakeholders as required or requested.

**Additional Services** – Additional Services that are not included in this proposal but can be provided under a separate proposal if desired are listed as an attachment.

### **FEE**

IDES proposes to perform Services on a Time and Material Basis in accordance with the Charge Rate Schedule below. Based on our experience, a Not to Exceed amount of \$5,000 should allocate the funds required for the tasks, and any excess funds may be used for additional services.

### **CHARGE RATE SCHEDULE**

Services will be provided on a Labor Time and Expenses basis as provided below. Hourly rates are revised periodically to reflect the current cost for delivery of services and the fees charged for services under this engagement may change without notice. The District agrees that IDES is authorized perform a task authorized under this scope of services at the direction of any individual board member.

#### **Billing Rates:**

The following Billing Rates shall apply for the Task Order:

Contract Administrator	\$ 125.00 per hour
Project Engineer	\$ 140.00 per hour
Project Manager	\$ 155.00 per hour
Professional Engineer	\$ 160.00 per hour
Sn. Project Manager	\$ 175.00 per hour
District Engineer	\$ 180.00 per hour

**Reimbursable Expenses**

Mileage

Plan Copies, outside copies, other items

IRS Rate + 10%

at cost + 10%

If you have any comments or questions, please feel free to contact me. We appreciate the opportunity to submit this proposal.

Respectfully Submitted,  
Independent District Engineering Services, LLC



Greg Toler  
Member Manager

# Attachment

## **IDES ADDITIONAL SERVICES**

**Cost Certification** – IDES will review the documentation provided by the District to determine the scope of District eligible improvements and the claimed cost for the initial improvements. The District will provide the following documentation for completed, designed or administrative elements of the Project associated with reimbursements:

- Service Plan
- Project Plans
- Plat or Exhibit showing District Tract Ownership and Easements
- ACAD Base Files for Exhibit Development (IDES can coordinate with DOR for this info)
- Other Legal Documents impacting reimbursements or eligibility of improvements
- Accountant Spreadsheets and other accounting tracking information
- Invoices and proofs of payments
- Any additional documentation of services provided and or fees paid that the Client believes would be a District eligible cost.
- Developer/District Reimbursement Agreements
- Developer/Local Jurisdiction Subdivision Improvement Agreements
- Other as may be requested or needed
- Contact for District Representative
- Contact for Developer Representative

Based on the information provided, IDES will prepare a cost certification of District eligible improvements and expenditures. Invoices will be reviewed for reasonableness and District eligibility. This information will be used to prepare an Engineer's Report for Cost Certification, which will include an exhibit showing the areas on site where improvement costs have been certified. The report will be prepared and signed by a Professional Engineer and will contain all necessary information to satisfy the requirements of the District Service Plan.

IDES will perform site visits as needed and participate in meetings and conference calls as needed to complete this report. IDES can also host a kick-off meeting to discuss the documentation requested to ensure the process is efficient.

This proposal is for periodic Cost Certification Reports. While the Not To Exceed recommended in this Report is expected to cover multiple Reports, it should be noted that additional task orders will be necessary as this process goes on.

**Aerial Photography** – IDES will provide Aerial shots unless site is in a restricted airspace per FAA regulations.

**Infrastructure Acquisition** – IDES can provide monthly, quarterly, or annual reporting for Facilities Acquisition, Cost Certifications for Bonding, Useful Life Analysis and acceptance of District Infrastructure constructed by the District or the developer.

**Pre-Qualification, Bid and Award of Project** – IDES can provide contractor pre-qualification services including contractor notification, reviewing of AIA forms, and recommendation of qualified contractors. IDES can conduct the bid process which includes development of the bid documents, bid schedules and technical specifications, answer questions, prepare addendum, prepare engineer's probable cost estimate, and conduct a bid opening. IDES can make recommendations to the board for contractor selection.

**Constructability Reviews** - IDES can provide review of plans for constructability and completeness to assist the District and/or the design engineer in determining more efficient or cost effective alternatives. The work

would likely involve plan reviews, site visits and investigations, meetings with the District, design engineer, local jurisdiction, and others, review of preliminary geotechnical report, phasing plans, and any other pertinent information to better qualify the design.

**Project Cost Estimating and Control** - Project cost estimating services may include updating of initial estimate, plan quantity and pay item take-offs and specialty cost estimates needed in support of various agreements, reporting requirements or other as-needed estimates. Special reports including cost share reimbursements, bonding agency reports and other specialized reports that can be produced as requested.

**Project Scheduling Services** - IDES may create an overall project schedule based on contractors schedule and provide updates which can include entitlement, planning, design, construction that would reflect additions, deletions and deviations in the timing of all the associated activities. Specialized schedules can be provided when requested. Schedules would be formatted in Microsoft Project unless otherwise directed.

**Construction Observation** – IDES can provide construction observation for general compliance with the contract documents for all phases of construction activities. Information gained by construction observation can be compiled in periodic reports and used for construction administration activities. Reports with photos can be submitted and maintained electronically.

**Construction Administration and Coordination** - IDES can provide construction administration activities including partial pay request processing, submittal review coordination, change orders review, force account, permit management, project close-out, claim reviews, warranty issues and other tasks as necessary to provide project documentation. IDES can provide construction coordination activities including project coordination with stakeholders, monitor project scheduling, jurisdictional coordination and other activities necessary to provide coordination. Assumptions include the same schedule as presented for the construction observation section.

**Project Administration and Coordination** – IDES can maintain District project files, issues tracking lists, meeting minutes, agreements and contract files, plan files, schedules, and other program administration activities as needed to support the project. IDES can provide project coordination with consultants, local agencies, traffic control, utilities, power companies and other public utilities, residents and other entities as required.

**District Compliance** - IDES can provide necessary on-going Metro District support services including but not limited to, coordination with the District, District consultant, contractors, local jurisdictions, adjacent developers, utility companies and other project stakeholders, participate in the development and administration of various agreements with project stake holders required for the project, provide needed information and coordination with the board's legal counsel and accountants for District reporting requirements. This can also include invoice and pay application review monthly, expenditure verification for the District board and reporting of facilities acquisitions to the District board monthly.

**Consultant Administration** - IDES can provide support services for the progress and completion of Consultants services, including contracting, review and processing of task orders, coordination concerning construction needs, and tracking of contracts and invoices.

**Dry Utility Coordination** – IDES can provide the necessary coordination with dry utility companies including new service requests and meter service installations.

**Evaluation and Recommendation of Existing Infrastructure** – IDES can provide evaluation and make recommendations regarding existing deficiencies of infrastructure.



February 17, 2022

Mr. Clint Waldron  
Blackstone Metropolitan District  
2900 South College Avenue, Ste. 3D  
Fort Collins, Colorado 80525

**RE: Proposal for Professional GIS Services: Blackstone Metro District Operations and Maintenance Mapping**

Dear Mr. Waldron:

Thank you for providing CORE Consultants, Inc. with the opportunity to submit this proposal to provide mapping services for the Blackstone Metro District.

We appreciate the opportunity to perform these services for Blackstone Metro District. If you have any questions, please do not hesitate to contact me at 720.520.3589, or by email at [ngraves@liveyourcore.com](mailto:ngraves@liveyourcore.com).

Sincerely,  
**CORE Consultants Inc.**

A handwritten signature in blue ink that reads "Natalie Graves".

Natalie Graves  
Project Manager

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made as of 2/17/2022, by and between CORE Consultants, Inc., a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE") and Blackstone Metropolitan District ("Client"; CORE and Client are sometimes referred to as the "Parties") contains the following Attachments that are incorporated into and made part of this Agreement:

- Exhibit A – Service Authorization
- Exhibit B – Schedule of Rates
- Exhibit C – Terms and Conditions
- Exhibit D – Schedule of Insurance

When this Agreement and one or more Service Authorizations are executed, they combine to become a single agreement with respect to the professional services to be provided by CORE, fully incorporating Exhibits B, C, and D therein. This Agreement is binding upon the Parties, their successors, and assigns. Client understands the terms and conditions set forth and willingly enters into this Agreement. The terms of this Agreement shall also cover all services performed by CORE for Client, prior to the execution of the Agreement, if any.

The Parties agree as follows:

### SCOPE OF SERVICES

The Scope of Services under this Agreement is as defined in any and all fully executed Service Authorizations.

### COMPENSATION

Compensation for the services provided under this Agreement is as defined in any and all fully executed Service Authorizations.

CORE's Schedule of Rates is attached as Exhibit B.

### TERMS AND CONDITIONS

The terms and conditions of this Agreement are as set forth in Exhibit C and are incorporated herein as if contained directly in this Agreement.

### LIMITATIONS OF PROFESSIONAL SERVICES

Services not specifically identified in any Service Authorization are excluded from this Agreement. However, deviation from the Scope of Service, whether client-driven or through agency review, will be justification for amendments to any applicable Service Authorizations.

### INSURANCE

CORE is insured pursuant to the Schedule of Insurance attached hereto as Exhibit D.

**CORE:** CORE Consultants, Inc.

**Client:** Blackstone Metropolitan District

<b>Signature:</b> 	<b>Signature:</b>
<b>Title:</b> Project Manager	<b>Title:</b>
<b>Date:</b> 02.17.2022	<b>Date:</b>
<b>Attention:</b> Natalie Graves	<b>Attention:</b>
<b>Email:</b> ngraves@liveyourcore.com	<b>Email:</b>
<b>Address:</b> 3473 South Broadway Englewood, CO 80113	<b>Address:</b>
<b>Phone:</b> 303.703.4444	<b>Phone:</b>

## EXHIBIT A

### SERVICE AUTHORIZATION

Service Authorization No. 01  
CORE Project No. 22-XXX (the "Project").

This Exhibit A, Service Authorization, executed by and between CORE Consultants, Inc., a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE"), and Blackstone Metropolitan District, ("Client"; CORE and Client, the "Parties"), shall become incorporated into and be part of that certain Professional Service Agreement between the Parties, dated 2/17/2022 (the "Agreement").

This Service Authorization identifies the Scope of Services, Assumptions and Clarifications, Exclusions, Client Responsibilities, and Compensation related to Services to be provided by CORE for the Project.

#### SCOPE OF SERVICES

The following Scope of Services and Fee for developing an updated Operations and Maintenance Map for the Blackstone Metro District.

##### 1. Blackstone Metro District Operations & Maintenance GIS Mapping

CORE will develop a new Operations and Maintenance (O&M) map for the Blackstone Metro District (Blackstone) using ESRI ArcGIS. The O & M map will include

- Areas within the district that Blackstone owns, operates, and/or maintained as depicted in the 13-page pdf document titled 'Blackstone- Area to Discuss Regarding Maintenance and Ownership'. These areas are approximate locations and will be mapped as such. CORE will geo-reference the images in the pdf and digitize the polygons from each page to include in the map.
- Lots within the district which will be provided to CORE by the Client as a CAD file (DWG).
- Tracts within the district which will be provided to CORE by the Client as a CAD file (DWG).
- Readily available public data layers (public roads with labels, NHD streams, etc.) if requested by the Client.
- Additional data provided by the Client such as parks, City of Aurora, CCSD property but limited to no more than six of these data sets.

The time and materials estimate includes one round of revisions to the map in response to the Client's comments.

## **ASSUMPTIONS AND CLARIFICATIONS**

The following Assumptions and Clarifications are provided relative to the Scope of Services, Compensation, and Schedule herein:

1. Pricing is valid for 30 days. Beyond that, pricing will require review/revision by CORE.
2. This Agreement and all contents expressed herein are confidential and cannot be disclosed to parties outside of CORE and Client without the specific written permission of CORE.
3. The fee and Scope of Services are based on a separate, mutually agreed-upon schedule. Any work extending beyond the scope indicated due to revisions directed by Client is not included.
4. If the Scope of Services is increased, the fee will also increase based on requirements dictated by the schedule and requirements.
5. CORE services will be provided with a standard of care similar to other professional service firms providing these services within the region.
6. Payment and performance bonds costs are not included.
7. Boundaries for Blackstone's operation and maintenance areas will be georeferenced and digitized from PDF pages and are therefore considered approximate.
8. Data included in map will be limited as described under Scope of Service Task # 1.

## **SPECIFIC EXCLUSIONS**

This Agreement specifically excludes the following items, and all items not listed in the Scope of Services presented herein:

1. More than one round of major revisions to the map.
2. Multiple pages of map deliverables.

## **CLIENT RESPONSIBILITIES**

The following items will be provided by Client:

1. Client shall cooperate with CORE in good faith, as necessary to allow CORE to perform the services defined in the Agreement.
2. Client shall provide CORE with information and criteria of Client's requirements for the Project.

3. Client shall provide access to the Project site as necessary for CORE's performance of the Scope of Services.
4. Client shall examine and respond promptly to CORE's submissions to Client.
5. Client shall consult with CORE on a regular basis concerning the timeliness, cost, and adequacy of services as the service progress, and promptly furnish to CORE written notice of any noncompliance with the terms of the Agreement.
6. Client will provide CAD files for the lots and tracts as well as any additional data requested to be depicted on the map that is not publicly available.

### COMPENSATION

The Scope of Services provided herein will be provided on a Time and Materials Estimate Not-to-Exceed ("TME NTE") basis.

Task	Task Description	Fee	Type
1	Blackstone O&M Mapping	\$1,200.00	TME
<b>Total:</b>		<b>\$1,200.00</b>	

All TME NTE, TME, and FF items will be invoiced pursuant to the Terms and Conditions and at the Schedule of Rates, both as in effect at the time services are rendered and expenses incurred.

### SCHEDULE

As mutually agreed upon.

CORE is hereby authorized by Client to proceed with the Scope of Services as set forth herein.

**CORE Consultants, Inc.**

**Client:** Blackstone Metropolitan District

<b>Signature:</b> 	<b>Signature:</b>
<b>Name: Natalie Graves</b>	<b>Name:</b>
<b>Title: Project Manager</b>	<b>Title:</b>
<b>Date: 02.17.2022</b>	<b>Date:</b>

## EXHIBIT B - 2022 SCHEDULE OF RATES

(HOURLY)

Effective as of October 10, 2021

This Exhibit B, 2022 Schedule of Rates, is subject to change at any time.

### MANAGEMENT

<b>Principal</b>	<b>\$200 - \$230</b>
<b>Market Sector Leader</b>	\$210
<b>Sr. Project Manager</b>	\$190 - \$200
<b>Project Manager</b>	\$170 - \$190

### ENGINEERING

<b>Project Engineer</b>	<b>\$150 - \$160</b>
<b>Engineer</b>	\$115 - \$130
<b>Engineer Intern</b>	\$75 - \$85

### LAND SURVEYING

<b>Project Surveyor</b>	<b>\$125 - \$165</b>
<b>Survey Technician</b>	\$75 - \$115
<b>Two-Person Survey Crew</b>	\$185
<b>One-Person Survey Crew</b>	\$130 - \$145

### NATURAL RESOURCES

<b>Environmental Consultant</b>	<b>\$123 - \$163</b>
<b>Environmental Specialist</b>	\$83 - \$113
<b>Environmental Technician</b>	\$52 - \$82

### CAD/GIS

<b>CAD Technician</b>	<b>\$65 - \$105</b>
<b>CAD Designer</b>	\$110 - \$150
<b>GIS Technician</b>	\$60 - \$80
<b>GIS Analyst</b>	\$90 - \$120
<b>GIS Coordinator</b>	\$120 - \$150

### LITIGATION SUPPORT

<b>Expert Witness/ Deposition</b>	<b>\$300 - \$600</b>
<b>Due Diligence Manager</b>	\$200 - \$300

### ADMINISTRATION

<b>Administrative Assistant</b>	<b>\$60 - \$95</b>
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### REIMBURSABLE EXPENSES

<b>Vehicle Mileage</b>	<b>\$0.58/mile*</b>
<b>Travel Expense</b>	cost + 15%
<b>Postage/Shipping/Courier</b>	cost + 15%
<b>Survey Supplies</b>	cost + 15%
<b>Large Format Printing</b>	B&W \$1.50/sf Color \$3.00/sf
<b>Small Format Printing (11x17)</b>	B&W \$0.10/pg Color \$0.40/pg

Direct reimbursable expenses such as travel expenses, meals and lodging, postage and shipping, reproduction, document, and special equipment purchases, and sub-consultants shall be billed at cost plus 15%. Any application, permit, submittal, review, and recording/filing fees shall be paid directly by the client.

**\*Mileage shall be billed at the current IRS allowable rate.**

## EXHIBIT C

### TERMS AND CONDITIONS

*Effective Date April 30, 2020*

This Exhibit C, Terms and Conditions, is hereby incorporated into that certain Professional Service Agreement, executed by and between CORE Consultants, Inc. a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE") and Blackstone Metropolitan District ("Client"; CORE and Client, individually, a "Party", and collectively, the "Parties"), and dated 2/17/2022 (the "Agreement").

These Terms and Conditions may be updated by CORE from time to time; however, such updated Terms and Conditions shall not apply to any previously executed Professional Service Agreement unless and until signed by Client under such previously executed Professional Service Agreement.

#### 1. Standard of Care

- 1.1. All services provided by CORE under the Agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in this geographic area.
- 1.2. If due to CORE's negligence, a required item or component of the Project is omitted from CORE's designs, drawings, reports, calculations, specifications, electronic data, and similar services and deliverables, in either electronic or hard copy form (any such documents or instruments, "Instruments of Service"), CORE shall be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Instruments of Service provided that such item or component was not omitted based on the failure of Client or its affiliates to provide CORE with appropriate information, specifications or data. However, CORE shall be compensated for the cost required to add such item or component to the extent that such item or component provides betterment or upgrades or enhances the value of the project that was not originally incorporated into the specifications or directions provided to CORE by Client.

#### 2. Subcontractors

CORE shall not subcontract any part of its services under the Agreement without first providing notice to Client. Client consents to any subcontractor or subconsultant listed in the Scope of Services on Exhibit A. CORE shall obligate any subcontractor to agree to comply with all applicable provisions of the Agreement. Nothing contained in any subcontract shall create a contractual relationship between Client and any such subcontractor.

**3. Reuse of Documents**

- 3.1. Client acknowledges the Instruments of Service are for use solely on the Project. CORE and its subconsultants, as authors and owners of their respective Instruments of Service, retain all common law, statutory, and other reserved rights, including copyrights. Distribution of Instruments of Service for regulatory or other Project purposes is not a publication in derogation of the reserved rights.
- 3.2. Upon execution of the Agreement and so long as Client is not in default of its obligations to CORE, CORE grants Client a nonexclusive license to reproduce all finished Instruments of Service prepared by CORE solely for use on the Project (the "License"), subject to the following: (a) if Client is in default of the Agreement, including instances where CORE terminates the Agreement for nonpayment, the License is terminated without the necessity of further action on the part of the Parties; (b) if Client terminates the Agreement for CORE's default (or for Client's convenience and Client is not in default of its obligations to CORE), the License is terminated without the necessity of further action on the part of the Parties and is replaced by a nonexclusive license, permitting Client, subject to the other provisions of the Agreement and this Exhibit C, to authorize properly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the Instruments of Service solely for purpose of completing, using, and maintaining the Project. CORE shall be awarded damages for Client's use of the Instruments of Service if it is later determined by an authority with competent jurisdiction that CORE was not in default. CORE retains the right to use, sell, and/or modify any databases developed and/or modified in performing its services.
- 3.3. The licenses granted are not assignable without CORE's prior written consent, and no license or right is granted or implied under the Agreement, except as provided above. Use of Instruments of Service after termination of the Agreement or upon suspension or completion of the Project is at Client's risk and without liability to CORE, and Client agrees to indemnify, defend, and hold CORE harmless from any and all claims, damages, losses, liabilities, and expenses, including attorney fees and expert and consulting fees, arising out of or resulting from such use.

**4. Excluded Services**

Services not expressly identified in writing in any applicable Service Authorization are excluded from the Scope of Services. Client expressly agrees that CORE has no responsibility to perform such services.

**5. Additional Services**

Client and CORE agree that there may be circumstances beyond their control, which are unforeseen and that may arise during the Project. These circumstances may require changes to the Scope of Services and Compensation. The additional services shall be invoiced per the terms of any applicable Service Authorization.

**6. Construction Phase Services**

If Client retains CORE to provide construction services for all or portions of the Project construction phase, CORE will provide its professional opinions and observations to Client. Periodic observations of construction would be provided to obtain general knowledge of the construction work, to keep Client informed about the observable work, and to represent whether the work is in general conformance with the contract documents. Said representation is not a warranty from CORE that the construction work is without defect. Periodic observations by CORE shall not be construed as exhaustive or continuous inspections. CORE shall not be responsible for contractor's means, methods, techniques, sequences, procedures, or safety programs since these are exclusively the responsibility of the contractor and because CORE is neither qualified nor licensed to be a contractor. Nothing herein shall relieve the contractor of responsibility for the quality of its work or impose liability upon CORE for the quality or timeliness of that work.

## **7. Invoicing**

7.1 CORE invoices on a fixed fee ("FF") and/or time and materials estimate ("TME") basis, which basis may be set forth in the applicable Service Authorization. FF scope items are invoiced on a percent complete basis, while TME items are invoiced pursuant to the Schedule of Rates in effect at the time services are rendered and expenses incurred. Overtime for non-exempt employees will be billed at 1.5 times their normal rate for time over 40 hours weekly. Changes to the Scope of Services and compensation shall be identified in a Service Authorization, submitted in writing to Client, and commenced only upon a fully executed Service Authorization. TME fee estimates shall not be exceeded without a fully executed amendment to the Service Authorization.

7.2 Reimbursable expenses shall be charged and invoiced at 1.15 times the direct out-of-pocket expense. These reimbursable expenses include but are not limited to, application, processing, review, recording, and permit fees, reasonable travel costs, communication costs, equipment and meeting room rentals, sub-consultant fees, reproduction costs, and delivery and shipping fees.

7.3 Invoicing is performed monthly with payment due net 30 days from the date of invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month. Collection charges, including attorney's fees and court costs, are payable by Client in the event of late payment. Final payment is required prior to release of any signed and stamped drawings, reports, or the delivery of any final Instruments of Service.

7.5 Any fee estimate provided is based upon our understanding of the Project at the time that the Scope of Services is provided. The fee estimate is also based upon a standard performance schedule for such services. Compressed schedules will increase the fee estimate. Unforeseen conditions or necessary revisions may require CORE to modify the original Scope of Services and obtain approval from Client prior to proceeding with the modified scope via a Service Authorization amendment.

**8. Insurance**

During the term of the Agreement, CORE shall maintain the level of insurance protection as is set forth in Exhibit D.

**9. Limitations**

- 9.1. CORE agrees to indemnify and save Client harmless from any loss, cost, or expense, including reasonable attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of CORE in connection with the Project. Client agrees to indemnify and save CORE harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Client in connection with the Project. If the negligence of both CORE and Client is the cause of such damage or injury, the loss, cost, or expense shall be shared between CORE and Client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion.
- 9.2. It is intended that the performance of CORE's services shall not subject the personnel of the Parties, including employees, officers, directors, members, managers, and shareholders (collectively, "Personnel"), to any personal legal exposure for any risk associated with the Project. The Parties agree that any claim, demand, or suit shall be made only against a Party and not against any of its Personnel.
- 9.3. Client and CORE agree that notwithstanding any other provision in the Agreement to the contrary (including any other provision with the same or similar limiting language), to the fullest extent permitted by law: (a) the total liability in the aggregate, of CORE and its Personnel, agents and independent contractors, and any of them, to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever (including, without limitation; indemnity obligations, contract damages, attorney's fees and expert witness fees) arising out of or in any way related to CORE's services, the Project, or the Agreement, from any cause or causes whatsoever and regardless of the legal theory asserted (including, without limitation, negligence, errors, omissions, strict liability, misrepresentation, breach of contract or warranty of CORE or its Personnel, agents and independent contractors, or any of them), shall not exceed the total compensation received by CORE under the Agreement, and if separate tasks are issued by separate Service Authorizations, then the total compensation received by CORE for a specific service on a specific project at a specific location; (b) the Parties waive claims against each other: (i) for incidental, special, indirect, punitive or consequential damages arising out of or relating to the Agreement, and CORE shall not be liable for any cost or expense that provides betterment, upgrade or enhancement of the Project; and (ii) against the subcontractors, subconsultants and employees of the other for damages to the extent that the damages sustained by either CORE or Client are covered by property insurance or general business insurance.
- 9.4. The mutual waiver of consequential damages under Section 9.3(b) above shall include but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of

reputation, or any other consequential damages that either Party may have incurred from any cause of action including negligence, strict liability breach of contract, and breach of strict or implied warranty. The Parties shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

- 9.5. The provisions of this Section 9 shall survive expiration or termination of the Agreement and shall apply to all services provided to Client by CORE, whether within or not within the Scope of Services of the Agreement, except as the Parties may otherwise provide in signed writing making specific reference to this Section 9.

#### **10. Unauthorized Changes to Instruments of Service**

In the event Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable makes or permits to be made any changes to any Instruments of Service prepared by CORE without obtaining CORE's prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against CORE and to release CORE from any liability arising directly or indirectly from such damages. Client agrees to the fullest extent permitted by law, to indemnify and hold harmless CORE from any damages, liabilities, or costs, including reasonable attorney's fees and costs of defense, arising from such changes. In addition, Client agrees to include in any contracts for construction appropriate language that prohibits the contractor or any subcontractors of any tier from making any changes or modifications to CORE's Instruments of Service without the prior written approval of CORE, and that further requires the Contractor to indemnify both CORE and Client from any liability or cost arising from such changes made without such proper authorization.

#### **11. Changes to Scope of Services, Suspension**

- 11.1. Additional Service Authorizations must be executed prior to commencing any and all additional services. Additional service requests from Client must include a comment period, commencement date, expected completion date, and any special conditions. If changes or additions cause an increase or decrease in the services provided under the Agreement, CORE and Client shall memorialize such changes or additions to the services provided by completing and executing a Service Authorization form.
- 11.2. Client may, upon providing written notice to CORE, suspend further performance of CORE's services. In such case, CORE will promptly suspend its performance upon receiving said notice. During such period of suspension, CORE shall care for and protect its services in progress for a period not to exceed 90 days, consecutively or in the aggregate. Client shall pay for any additional costs and fees incurred by CORE as a result of the suspension of Services. If Client chooses to withdraw a suspension as to all or part of suspended services, it must do so by providing written notice to CORE, specifying the effective date of such withdrawal. After receiving such written notice to withdraw such suspension, if CORE elects to proceed, CORE may resume performance of the services for which the suspension was withdrawn within a reasonable amount of time of such notice of withdrawal.

11.3. Appropriate adjustments shall be made to CORE's compensation and any scheduling or deliverable dates justified by the suspension or withdrawal of suspension, and the Agreement shall be modified in writing accordingly.

## **12. Termination**

12.1. Client may terminate the Agreement for Client's convenience and without cause upon giving CORE not less than seven calendar days' written notice of the same.

12.2. Either Party may terminate the Agreement for cause upon giving the other Party not less than seven calendar days' written notice for any of the following reasons;

- (a) Substantial failure by the other Party to perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the Project by either Party to any other entity without the prior written consent of the other Party;
- (c) Suspension of the Project or the Consultant's services by Client for more than 90 calendar days, consecutive or in the aggregate;
- (d) Material changes in the conditions under which the Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the Parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

12.3. In the event of termination of the Agreement by either Party, Client shall within 15 calendar days of termination pay CORE for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

12.4. In the event of any termination that is not the fault of CORE, Client shall pay CORE, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by CORE in connection with the orderly termination of the Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expense directly resulting from the termination.

## **13. Governing Law and Venue**

All questions as to the interpretation or enforceability of the Agreement shall be interpreted in accordance with the laws of the State of Colorado. In the event of any litigation involving the Agreement or the performance by the Parties thereto, such actions shall be brought in a court of competent jurisdiction in the State of Colorado.

## **14. Statutes of Limitation and Repose**

All legal causes of action between the Parties of the Agreement shall accrue, and any applicable statutes of repose or limitation shall begin to run, no later than the date of

Substantial Completion. In no event shall any statute of repose or limitation begin to run any later than the date CORE's services are completed or terminated.

**15. Entire Agreement**

The Agreement constitutes the entire agreement between the Parties with respect to the Scope of Services and supersedes all prior negotiations, representations, or agreements relating thereto, written, or oral. Unless otherwise provided for herein, no amendments, changes, alterations, or modifications of the Agreement shall be effective unless in writing, executed by CORE and Client.

**16. Third-Party Beneficiaries**

Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or CORE. CORE's services under the Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against CORE because of the Agreement or the performance or nonperformance of services hereunder. The Parties agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

**17. Severability and Waiver**

If any portion of the Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of the Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of the Agreement shall be deemed not to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision.

**18. Mediation**

18.1. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Parties agree that all disputes between them arising out of or relating to the Agreement or the Project shall be submitted to nonbinding mediation.

18.2. The Parties further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

**19. Assignment**

Client shall not assign the Agreement or any part thereof without the prior written consent of CORE, nor shall Client assign any moneys due or to become due to it hereunder without the written consent of CORE. Any such assignment or subcontract shall be null and void.

**20. Force Majeure**

Except for the payment of money for services already completed, each Party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, without limitation, strikes, lockouts, or other industrial disturbances, civil disturbances, fires, acts of God, pandemics, acts of a public enemy, compliance with any regulations, orders or requirements of any governmental body or agency, or inability to obtain transportation or necessary materials in the open market.

**21. Notices**

All notices required or permitted hereunder shall be in writing and shall be served on the Parties at the addresses, and to the attention of the persons, noted in the Agreement. Any such notices shall be either: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three business days after deposit, postage prepaid in the U.S. Mail; (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier; (iii) sent by personal delivery, or (iv) sent by email with read/receipt required and shall be deemed delivered upon receipt to the sending party of the acknowledged read/receipt. The above addresses may be changed by written notice to the other Party, provided that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

**22. Counterparts**

The Agreement may be signed in counterparts and by electronic signature, which when taken together shall constitute one document.

## **EXHIBIT D**

### **SCHEDULE OF INSURANCE**

This Exhibit D, Schedule of Insurance, is hereby incorporated into that certain Professional Service Agreement, executed by and between CORE Consultants, Inc. a Colorado corporation whose principal place of business is located at 3473 S. Broadway, Englewood, CO 80113 ("CORE") and Blackstone Metropolitan District ("Client"; CORE and Client, individually, a "Party", and collectively, the "Parties"), and dated 2/17/2022 (the "Agreement").

CORE shall maintain during the term of the Agreement insurance of the kinds and with the limits indicated below:

- Workers Compensation Insurance as required by statute, including Employers Liability, with limits of \$1,000,000 each accident; \$1,000,000 disease, policy limit; \$1,000,000 disease, each employee.
- Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Business Automobile Liability Insurance with limits of \$1,000,000 per occurrence, combined single limits (owned, hired & non-owned).
- Umbrella/Excess Liability Insurance with limits of \$1,000,000 per occurrence and aggregate.
- Professional Liability Practice Policy with limits of \$2,000,000 per claim and \$2,000,000 annual aggregate.

Certificate of insurance evidencing these coverages shall be submitted to Client at Client's request. The coverages are subject to the terms, exclusions, and conditions of the policies with the insurer's liability equivalent to CORE's under the Agreement, irrespective of the policy limits CORE will provide Client a 30-day advance written notice of cancellation. Failure to submit the certificates or endorsements, or failure of Client to insist upon submission shall not relieve CORE of its duty to maintain the required insurance.

Unless otherwise provided, Client shall maintain insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of Client, the owner, CORE, and any other beneficially interested person or entity, and shall insure against the perils of fire and extended coverage, and shall include insurance for loss or damage. If CORE is damaged by failure of Client to maintain such insurance and to so notify CORE, then Client shall bear all costs properly attributable thereto. Client shall require that all contractors of any tier on the Project obtain and maintain insurance with appropriate limits to cover the perils of their undertakings and the allocation of risk on the Project.

# Blackstone Metro District



*Blackstone*  
COUNTRY CLUB

## RESIDENTIAL IMPROVEMENT GUIDELINES FOR ALL LOTS

(The Declaration of Covenants, Conditions and Restrictions are  
the controlling document)

**November 2021**

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## I. **INTRODUCTION**

Blackstone will encompass a multitude of differing homes, neighborhoods, lifestyles, and natural, preserved environments.

The application of appropriate design principles creates community good will and establishes visually pleasing aesthetics for all residents and visitors. With these principles in mind, the Blackstone Metro District Board (the “Blackstone”), through its appointed Design Review Committee (the “DRC”), reviews and determines the acceptability of proposed changes to the exterior of your home or on your lot.

This Residential Guidebook is intended to help homeowners with the following:

- **How to submit and obtain approval from the DRC for landscaping**
- **How to submit and obtain approval from the DRC for changes to a home**
- **Landscaping and Irrigation Standards**
- **General Community Standards**
- **Fencing Standards**
- **Park and Open Space Rules and Regulations**

The DRC may at any time amend, supplement, or otherwise modify any of the Regulatory Documents or this Residential Guidebook in conformance with the Regulatory Documents referenced in Section II, Definitions. Nothing herein shall relieve any Property Owner from compliance with any plumbing or building requirements, whether local, state, or federal.

***SPECIAL NOTE: HOMEBUILDER REPRESENTATIVES DO NOT HAVE AUTHORITY TO APPROVE SUBMITTALS. APPROVALS ARE ONLY GRANTED BY THE BLACKSTONE DESIGN REVIEW COMMITTEE (the “DRC”).***

## i. **DEFINITIONS**

1. **CO or TEMPORARY CO**  
This refers to a Certificate of Occupancy or a Temporary Certificate of Occupancy issued by Douglas County permitting occupancy of a residential unit.
2. **DRC**  
This is the Design Review Committee, members of which are appointed by the Board, and who serve at the pleasure of the Board, without limitation as to length of term.
3. **HOMEBUILDER**  
Certain homebuilders have purchased lots in Blackstone and are bound by rules, regulations, and design review requirements per their Developer Covenants, Conditions, and Restrictions.
4. **REGULATORY DOCUMENTS**
  - a. Master Declaration of Covenants, Conditions, and Restrictions for Blackstone as recorded with the Arapahoe County, Colorado Clerk and Recorder's Office.

- b. Rules and Regulations for Covenant Enforcement/Design Review.
  - c. Covenant Enforcement Design Review Fees and Charges.
5. **OPEN SPACE**  
Open Space is defined as any property not platted as a lot or a right-of-way, and includes, but is not limited to, tracts, parks, easements, and other similar properties.
6. **PROPERTY OWNER**  
The owner of property as listed on the conveyance document, whether residential, multi-family, commercial, or other type of real estate.

ii. **THE DESIGN REVIEW PROCESS**

ANY CHANGE TO THE EXTERIOR OF THE HOME OR ON THE LOT MUST BE SUBMITTED TO THE BLACKSTONE DESIGN REVIEW COMMITTEE ("DRC"), AND APPROVAL OBTAINED BEFORE ANY WORK IS STARTED.

Please visit [Blackstone Metropolitan District – Welcome to the Blackstone Community!](#) to download the application and for management contact information including office address/ mailing address and email address.

iii. **PLEASE PLAN AHEAD:**

- The DRC has up to 30 days to review a submittal from the date it was RECEIVED.
- If you have NOT been notified, in writing (email), by the 31st day after the receipt date, the submittal is deemed to be DENIED. It is the responsibility of the Applicant to contact the DRC to determine the status of the submittal.
- There are consequences for failure to obtain DRC approval before making changes to the exterior of your home or lot, and for not adhering to approved plans. This includes, but is not limited to, fines, removal of unapproved materials, and/or legal actions.

1.01 **Basis for Guidelines.** These Residential Improvement Guidelines are intended to assist homeowners living in the Blackstone Metro District Community in implementing

landscaping and other home improvements to their property. The Declaration of Covenants, Conditions and Restrictions of the Blackstone Metro District as amended, requires prior approval before the construction, installation, erection, or alteration of any structure, attachment to any structure, or landscaping of any lot in Blackstone shall be made. For instance, any change to existing landscaping, new landscaping, or change to the final grade of property; the construction or installation of any accessory building, patio, deck, pool, or hot tub; the demolition or removal of any building or other improvement including changing paint colors must be submitted for prior approval. To assist homeowners, certain pre-approved designs for several types of improvements have been established to exempt certain improvements from the requirement for approval. This booklet contains the guidelines established by the Board of Directors with respect to residential property.

- 1.02 **Contents of Guidelines.** In addition to the introductory material, these Guidelines contain (A) a listing of specific types of improvements which homeowners might wish to make with specific information as to each of these types of improvements; (B) a summary of procedures for obtaining approval from the Design Review Committee; (C) Some helpful landscaping ideas and information.
- 1.03 **Design Review Committee.** The Design Review Committee consists of at least three (3) members, all of whom are appointed by the Board of Directors of the Blackstone High Plains Metro District and are to review requests for Design approval.
- 1.04 **Committee Address and Phone.** The address of the Committee will be same as the address of the Management Company.
- 1.05 **Effect of Community and Supplemental Documents.** The Declaration of Covenants, Conditions and Restrictions for the Blackstone Metro District is a document governing property within Blackstone. Areas or groups of lots become part of the Community Association by annexation pursuant to a document entitled Annexation of Additional Land. Copies of the Declaration of Covenants, Conditions and Restrictions including amendments are delivered to new home buyers when they purchase their homes and are available at any time from the Blackstone Metro District. Each homeowner should review and become familiar with the including amendments. Nothing in these Guidelines can supersede or alter the provisions or requirements of the Declaration of Covenants, Conditions and Restrictions and, if there is any conflict or inconsistency, the Declaration of Covenants, Conditions, and Restrictions as amended will control.
- 1.06 **Effect of Governmental and Other Regulations.** Use of property and any improvements must comply with applicable building codes and other governmental requirements and regulations. Approvals by the Committee are related to aesthetics and no one should rely upon such approvals as certifying structural integrity, safety, engineering, soil conditions, absence or natural hazards or any other matter. Neither the Board nor the Committee shall have any liability of any defects in the structural integrity, engineering, soil conditions, effects of natural hazards, or any other matters. For general information about the City of Aurora requirements, homeowners may

contact the City of Aurora Building Department at: 15151 E. Alameda Parkway, Aurora, Colorado 80012, (303) 739-7420, [www.auroragov.org](http://www.auroragov.org).

**Approval by the Committee will not constitute assurance that improvements comply with applicable governmental requirements or regulations or that a permit or approvals are not also required from applicable governmental bodies.**

- 1.07 **Interference with Utilities.** In making improvements to property, homeowners are responsible for locating all water, sewer, gas, electrical, cable television, or other utility lines or easements. Homeowners should not construct any improvements over such easements without the consent of the utility involved and homeowners will be responsible for any damage to any utility lines. All underground utility lines and easements can be located by contacting:

**Utility Notification Center of Colorado 8-1-1 or 1-800-922-1987**

- 1.08 **Goal of Guidelines.** Compliance with these Guidelines and the provisions of the Declaration of Covenants, Conditions, and Restrictions of Blackstone Metro District as amended, will help preserve the inherent Design and aesthetic quality of the community. It is important that the improvements to property be made in harmony with and not detrimental to the rest of the community. A spirit of cooperation with the Design Review Committee and neighbors will go far in creating an optimum environment, which will benefit all homeowners. By following these Guidelines and obtaining prior written approval for improvements to property from the Committee, homeowners will be protecting their financial investment and will help ensure that improvements to property are compatible with standards established for Blackstone. If a question ever arises as to the correct interpretation of any terms, phrases or language contained in these guidelines, the Design Review Committee (DRC) interpretation thereof shall be final and binding.
- 1.09 **Completion of Landscaping.** The Owner of each Lot (other than Developer or a Builder) shall install landscaping on such Lot within 90 days after acquisition of such Lot by such Owner if said acquisition occurs between March 1 and June 30; if such acquisition does not occur between such dates, then such landscaping shall be installed by such Owner by the following May 31.

**SPECIFIC TYPES OF IMPROVEMENTS-GUIDELINES.**

- 2.01 **General.** The following is a listing, in alphabetical order, of a wide variety of specific types of improvements which homeowners typically consider installing, with pertinent information as to each. Unless otherwise specifically stated, drawings or plans for a proposed improvement must be submitted to the Management Company. All applications will be forwarded to the Design Review Committee and written approval of the Committee obtained before the improvements are made. The Declaration of Covenants, Conditions and Restrictions allows thirty (30) days for the review of applications. Homeowners will be notified via email when their submission has been received by the Management Company, posted for review, and approved by the Committee. In some cases, where it is specifically so noted, a

homeowner may proceed with the improvements without advance approval if the homeowner follows the stated guideline. In some cases, where specifically stated, some types of improvements are prohibited. If you have in mind an improvement not listed below, architectural review and approval is required.

- 2.02 **Accessory Buildings.** Will not be permitted. Accessory buildings include items such as sheds and carports. **See Sheds Section 2.66.**
- 2.03 **Additions, Expansions and Ramps.** Approval is required and related to aesthetics. All applicable jurisdictional processes and permits must be completed prior to construction. Additions or expansions to the home such as: sunrooms, accessibility ramps, and square footage additions are an increase in the size of the building or a change to the exterior. All additions and expansions must be constructed with materials that match or closely resemble the materials used in construction of the exterior of the home and be a natural extension of the house. The addition or expansion colors must be the same as that of the residence. The design must be the same or generally recognized as a complementary Design style to the house. Refer to Section 1.06 of this Residential Improvement Guideline regarding compliance with all applicable building codes and governmental requirements and regulations.
- 2.04 **Address Numbers.** Approval is required to install, replace, or relocate existing address numbers. The style of all new address numbers or number plates shall coordinate with the Design character of the house and be appropriate in size to builder installed numbers.
- 2.05 **Advertising.** All trade signs, which includes, but not limited to, landscaping, painting, and roofing, may only be displayed while work is in progress and must be removed upon completion of the job. Realty signs, etc. **See Signs. Section 2.69.**
- 2.06 **Air Conditioning Equipment.** Approval is required for all air conditioning equipment including evaporative coolers (swamp coolers) and attic ventilators. Units shall be located on the rear or sides of the house that are the least visible. No heating, air conditioning, air movement (e.g. swamp coolers) or refrigeration equipment shall be placed or installed on rooftops or extended from windows. Evaporative coolers require committee approval and considerations will include but are not limited to location and screening. **See Evaporative Coolers, Section 2.24.**
- 2.07 **Antennae.** The Blackstone Metro District has adopted the following rules, regulations and restrictions for the installation and maintenance of exterior antennas in the community in compliance with the FCC Rule, which became effective October 4, 1996:
1. Notification - Satellite dishes larger than one (1) meter in size are not permitted. Before installation of any DBS (direct broadcast satellite) satellite dish that is one (1) meter or less in diameter, MMDS (multi-channel multi-point distribution service wireless cable) antenna that is one meter or less in diameter or diagonal measurement, or television (TBS) antenna (collectively referred to as an "antenna") is permitted, the Owner of the property where the antenna is being installed must notify the Blackstone Metro District in

writing using a Design Request Form.

2. Antenna Location - The primary installation location for a DBS satellite dish and MMDS antenna shall be in a location in the backyard that is shielded from view from the street(s) and adjacent residences, provided such location does not preclude reception of an acceptable quality signal.

2.08 **Awnings. See Overhangs/Sunshades/Awnings- Cloth or Canvas Section 2.45.**

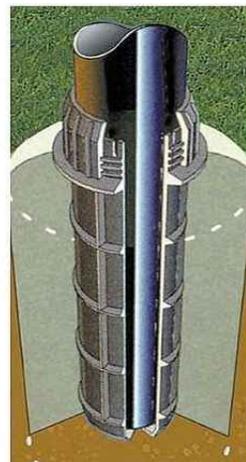
2.09 **Balconies. See Decks Section 2.18.**

2.10 **Barbecue/Gas Grills.** All barbecue grills, smokers, etc. must be maintained in the rear yard only, not visible from the front of the home. Any applicable governmental fire/smoke bans shall be adhered to.

2.11 **Basketball Backboards.** No basketball backboards shall be attached to the garage. Only portable basketball backboards shall be allowed and do not require approval if the following guidelines are met:

1. Portable units cannot be placed in the public right of ways, streets, or sidewalks.
2. The location must be at least half of the length of the driveway away from the street. This location constitutes proper placement, and the unit must be kept in this location or stored out of sight.
3. Removable sleeved or bolt-mounted backboards attached to concrete footings are considered portable and shall be permitted.
4. No backboards may be in the rear yards due to noise concerns.
5. No Backboards may be installed on the exterior of the home.
6. All backboard posts must be black, and the backboards must be clear.
7. If the backboard becomes unserviceable or unsightly, it must be replaced or removed.

8. Examples:



- 2.12 **Birdbaths.** Approval is not required if placed in the “rear” yard and if finished height is not greater than five (5) feet including any pedestal. Placement in “front” or “side” yard is not allowed. **See Statutes and Fountains. Section 2.74.**
- 2.13 **Birdhouses and Bird Feeders.** Approval is not required if installed in the rear yard and the size is limited to one foot by two feet. No more than three in number, of each, shall be installed on any lot. A birdhouse or bird feeder, which is mounted on a pole, may not exceed six (6) feet in height.
- 2.14 **Carports.** Will not be permitted.
- 2.15 **Clothes Lines and Hangers.** Retractable clotheslines are permitted. They shall be in the rear yard only. Retractable clotheslines may be attached to the back elevation of the house or timber posts and shall remain retracted unless in use. Retractable clotheslines may not be mounted or attached to lotfencing.
- 2.16 **Cloth or Canvas Overhangs. Overhangs/Sunshades/Awnings – See Cloth or Canvas Section 2.45.**
- 2.17 **Compost.** Approval is required. Container must not be immediately visible to adjacent properties, completely enclosed on all sides, and odor must be controlled. Underground composting is not allowed.
- 2.18 **Decks.** Approval is required. The deck must be constructed of redwood or composite type decking products approved by the Blackstone Metro District.-The deck should be located so as not to obstruct or greatly diminish the view or create an unreasonable level of noise for adjacent property owners.

All decks with railings must have 24" pilasters at each corner and as applicable, 8' on center consisting of the same masonry material as the home. All deck columns located on the front of the house or on elevations facing a public open space, shall have a minimum cross-section of 5 ½". Decking that extends no greater than thirty (30") inches above grade of the lot, may utilize a lattice skirting provided the skirting is made of redwood minimum one-half (½") inches thick boards and stained or painted to match the remaining portion of the deck. Decks may not be more than 25% of the entire rear lot of the home. Construction shall not occur over easements, beyond the side plane of the home and must be set back a minimum of ten (10) feet from the property line.

No decks with abutting rear lots lines shall be within 30 feet of each other at any point (Refer to the City of Aurora code for any additional requirements). Construction of decks over a sloped area is discouraged.

Homeowners are reminded that as with redwood, some types of maintenance free decking products may also require periodic maintenance for proper care and to retain the products aesthetic conformity, including but not limited to, fading, warping, etc.

Decks may be finished with clear semi-transparent sealer, stained to match a Cedar tone, an oil-based wood finish or a similar product that matches. The deck may also be painted to match the body or trim color of the home.

- 2.19 **Dog Houses.** Approval is required. Doghouses are restricted to ten (10) square feet and must be in a fenced back yard or dog run. Doghouses must be installed at ground level and must not be visible above the fence. Doghouses must match the exterior colors of home; Limit of one doghouse per home/lot.
- 2.20 **Dog Runs.** Committee approval is required. Dog Runs must be in the rear or side yard, abutting the home, and be substantially screened from view by planting fast-growing or mature trees or shrubs. Dog runs will be limited to 200 square feet Fencing materials for dog runs shall match the approved fencing options in the guidelines. In some cases, written consent from adjacent neighbors may be requested. Tarpaulins and chain-link will not be permitted. Dog runs must always be maintained to include timely cleanup/removal of dog waste and elimination of odors.
- 2.21 **Doors.** Approval is not required for the replacement of an already existing main entrance door to a home or an accessory building if the material matches or is similar to existing doors on the house and if the color is generally accepted as a complimentary color to that of existing doors on the house. Complementary colors would be the body or trim color of the house or white. Committee approval is required for the following:
1. **Storm Doors.** Approval is required for storm doors. Colors to be utilized should be Antique Almond, White, Dirty Penny or a color that identically matches the body or trim color of the home. In all cases the color shall be complementary with the colorscheme of the home.
  2. **Security Doors and Windows.** All security or security-type doors and windows must be approved prior to installation.
  3. **Garage Doors.** Garage doors shall reflect the Design style of the home (i.e. Craftsman style garage doors on a Craftsman style home). The design of the garage doors shall integrate with the overall design of the home. If windows are present in a garage door the style of the window shall match the character of the windows on the house.
  4. **Pet Doors.** Pet doors are only permitted to be installed at a ground level, back door that opens to an enclosed fenced area in the back yard. Pet doors are prohibited in the front of the house or above ground level.
  5. **Main Entrance Door.** Approval is required for the replacement of main entrance doors that do not match the existing doors on the house. The

style of the main entrance door shall reflect the Design style of the house as specified in the Blackstone Design guidelines. The color must coordinate with the exterior color scheme of the residence.

2.22 **Drainage.** The Declaration of Covenants, Conditions and Restrictions requires that there be no interference with the established drainage pattern over any property. The established drainage pattern means the drainage pattern as engineered and constructed by the homebuilder prior (or in some cases, immediately following) conveyance of title from the homebuilder to the homeowner. When installing your landscaping, it is very important to ensure that water drains away from the foundation of the house and that the flow patterns prevent water from flowing under or against the house foundation, walkways, sidewalks, and driveways into the street. The Committee may require a report from a drainage engineer as part of landscaping or improvement plan approval. Landscaping should conform to the established drainage pattern. Sump pump drainage should be vented a reasonable distance from the property line, on the owner's property, to allow for absorption. Adverse effects to adjacent properties will not be tolerated.

2.23 **Driveways.** Approval is required. The driveway width may be extended a maximum of two (2) feet per side. Permitted materials shall include concrete, flagstone, and pavers. The extension shall not extend beyond the public sidewalk.

**Note:** Construction of a pull-off area and/or driveway extension to the side of the driveway for the parking or storage of a vehicle is permitted with the following conditions and needs to get prior approval from the DRC.

1. No Flagstone will be allowed
2. Material used can only be of a neutral muted color

2.24 **Evaporative Coolers.** Approval is required. No rooftop or window mount installations are allowed. **See Air Conditioning Equipment, Section 2.06.**

2.25 **Exterior Lighting.** **See Lights and Lighting, Section 2.43.**

2.26 **Fences.** Approval is required and all fences shall have a professional quality installation. Prior to installing any fence on the back or side yard of a lot, the homeowner must first submit plans for such fence to obtain approval and must comply with the specific fence detail for the community. Survey or property pins must be found prior to construction of the fence. The Board of Directors may issue, from time to time, design guidelines, which address fencing requirements, including without limitation, approved types, heights, materials, locations, and other criteria governing fencing. Submission of a plan for a fence does not guarantee that a homeowner will obtain approval of such fence. If fence is approved, conditions may be imposed upon such approval relating to the design, location, or other matters. All fencing must comply with the following:

1. Lots along the golf course, with the 4' metal fence along the rear property

line, must utilize the 4' metal fence.

2. All lots that do not abut the golf course must utilize the 5' metal fence.
3. All fencing must match the appropriate approved fence detail from Attachment A.
4. Transitions between a 4' fence and 5' fence must comply with the Side Yard Fencing Detail in Attachment A.
5. Fences may not extend past the front corners of the house as fences are not permitted in the front yards of lots.
6. Gates may not be installed in fencing owned by the Metro District.
7. Fencing along corner lots must be set back from the property line in accordance with City of Aurora standards. Any changes in fencing not installed on the property line or within the above setbacks will need to be submitted to the DRC for a "**variance request**", which may still not be approved.
8. Wire mesh (16 gauge only) 1"x1", 2"x2", or 2"x4" may be used provided it is installed on the inside of the fence and cannot be higher than 3-feet. The wire mesh shall blend with the pre-existing fence and be black. Consult with adjacent property owners if wire mesh is to be installed on any portion of fencing that was installed by the neighbors.
9. The disturbance of the existing property line pin cannot be disturbed, moved, or altered in anyway.
10. Plot Plans along with clarification on placement will need to be included with the submittal.
11. The established drainage pattern of the lot may not be altered by the installation of the fence. **See Drainage Section 2.22.**

## 2.27 **Fire Pits, Fireplaces and Chimeneas. See Wood Storage, Section 2.92.**

1. **Portable:** Approval is not required for portable non-permanent fire pits, fireplaces and chimeneas. In all cases, portable fire pits, fireplaces and chimeneas must not create an unreasonable amount of smoke. Wood-fired fires shall not be located on decks and shall be no less than fifteen feet (15') from the home or any flammable materials. Wood fires shall be extinguished after use and shall not be allowed to smolder. All applicable governmental fire/smoke bans shall be adhered. Fire pits or fire tables utilizing propane tanks do not require approval. Placement and use cannot affect any adjoining neighboring properties.
2. **Permanent:** Approval is required for all permanent installations of fire pits, fireplaces and chimeneas. Gas fueled fire pits are recommended and must be installed and operated in accordance with all applicable local and state safety standards and guidelines. If the gas fire pit utilizes natural gas, applicable permits for the installation of the natural gas line must be obtained

from the City of Aurora. All applicable governmental fire/smoke bans shall be adhered.

2.28 **Firewood Storage. See Wood Storage, Section 2.92.**

2.29 **Flagpoles and Flags.** Approval is required. **See Window Coverings, Section 2.90.**

1. **Flagpoles:** Only portable freestanding flagpoles are allowed. Under no circumstance may the height of the flagpole exceed the height of the roof of the residence. Approval is not required for flagpoles mounted to the front of the residence if they are temporary in nature and are only displayed on holidays or in celebration of specific events.
2. **Seasonal Flags:** One seasonal or school flag may be mounted to the front of the residence using a fixture that allows the flag to be removed when not in use. Seasonal or school flags must be changed to reflect the current season. No offensive flags or logos are permitted. The flag size cannot exceed five (5) feet in length and three (3) feet in width. No flag shall exceed fifteen (15) square feet in total surface area. The flag must not be placed earlier than thirty-five days (35) prior to the start of the particular holiday/event or celebration and must be removed no later than thirty (30) days following the holiday/event or celebration. Must always be kept in good condition.
3. **American Flags:** owners shall be permitted to display an American Flag in accordance with the Federal Flag Code and as follows:
  - a. The flag shall be no larger than 3'x5'.
  - b. The American flag may be displayed projecting horizontally from a location on the front of the dwelling.
  - c. The owner shall replace the flag and/or flagpole as necessary to prevent wear and tear. Must always be kept in good condition.
  - d. Flags may not be illuminated without prior written approval of the Committee. Any request for lighting must detail the type and location of lighting. Lighting shall be placed so as not to disturb owners of neighboring lots.

2.30 **Garbage Containers and Storage Areas. See Trash Containers, Enclosures, and Pickup Section 2.81.**

2.31 **Gardens – Flowers or Vegetable.** Approval is not required for planting annual or perennial flowers in pots or in existing planting beds. The addition of any other planting beds or perennials, such as shrubs, grasses, and trees require approval.

2.32 **Gardens - Raised Vegetable Beds.** Approval is required. Raised vegetable beds shall not exceed 25% of the rear or internal side yard area. Raised vegetable beds may not be located on corner lot side yards. Permitted materials for raised beds shall be wood timbers, brick, or decorative interlocking concrete block. All vegetable gardens

shall be screened from view of adjacent homeowners and must be weeded, cared for, and maintained.

- 2.33 **Gazebos.** Approval is required. A gazebo must be an integral part of the rear yard landscape plan and must not obstruct the adjacent property owner's view. Gazebos must be located within the established building setbacks for the lot. A gazebo must be similar in material and design to the residence. The color must be generally accepted as: complementary color to the exterior base/main color of the residence, match the exterior base/main paint colors of the residence, or be stained wood in a natural color. Both timber frame and metal structures are permitted.
- 2.34 **Grading and Grade Changes. See Drainage. Section 2.22.**
- 2.35 **Greenhouses.** Approval is required. Generally, greenhouses will be discouraged due to the extensive maintenance required. Approval will be based upon but not limited to general aesthetics, quality and permanence of materials used. Adequate screening will be required.
- 2.36 **Hanging of Clothes. See Clotheslines and Hangers, Section 2.15.**
- 2.37 **Hot Tubs and Jacuzzis. Approval is required. See Gazebos. Section 2.33.**
1. The application must include the hot tub manufacturer's specifications including size, dimensions, and colors.
  2. All hot tubs must be in the rear yard, must be adjacent to the dwelling unit, and must not break the side plane of the home. The hot tub must be within the established building setbacks for the lot.
  3. All hot tubs must be integrated into an existing rear yard deck or patio or be part of an addition to the rear yard deck or patio.
  4. Hot tubs must be installed in such a way that they are not immediately visible to adjacent property owners, and they shall not create an unreasonable level of noise. To not be immediately visible, 75% of the hot tub shall be screened with year-round landscaping or privacy barriers such as screen panels. **Height requirement of screening?**
- 2.38 **Irrigation Systems.** Underground automatic irrigation systems will not require approval. All homes must have an underground automatic irrigation system installed with the landscape. For recommended irrigation system treatment, **See Irrigation Section 4.09.**
- 2.39 **Jacuzzis. See Hot Tubs and Jacuzzis Section 2.37.**
- 2.40 **Kennels.** Breeding or maintaining animals for a commercial purpose is prohibited. **See Dog Runs. Section 2.20.**
- 2.41 **Landscaping.** Approval is required. **Each Lot shall install landscaping within 90 days**

**after acquisition of such Lot by such Owner if said acquisition occurs between March 1 and June 30; if such acquisition does not occur between such dates, then such landscaping shall be installed by such Owner by the following May 31.** All landscape plan submittals must clearly and professionally demonstrate, to scale, the proposed landscape installation. The plot plan of the residence and yard must be provided. All organic materials (plants, shrubs, trees, etc.), building materials (stone, wood, edging, etc.), must be clearly labeled in detail.

- I. **Irrigation.** All landscaping shall include automatic irrigation. **See Irrigation Sect. 2.38 and Sect. 4.09.**
  
- II. **Plant Material Location and Sizes** - Landscaping shall consist of trees, shrubs, ground covers, annual and perennial flowers, turf grasses, mulches, and automatic irrigation. **In the case of shade or ornamental trees (deciduous), plantings cannot be installed closer than 6 feet (6') from the property line. In the case of evergreen trees (conifer), plantings cannot be installed closer than 10 feet (10') from the property line.** A list of recommended plant material, for Blackstone, can be found in Section 4.15. Select a variety of plant species including deciduous and evergreen trees and shrubs. All plant material shall be installed in the following minimum sizes:
  1. Shade trees - 2½" caliper
  2. Ornamental trees - 2" caliper
  3. Evergreen trees - 6' height minimum
  4. All shrubs - 5-gallon container
  5. Groundcover, annuals, and perennials - no restrictions
  
- III. **Turf and Plant Material Regulations** – Refer to Table A for Turf Option Landscaping Requirements and Table B for Xeric Option Landscaping Requirements. As an alternative to traditional landscaping, xeriscaping is water conservation planning through creative landscaping. Please remember that xeriscaping requires as much maintenance as traditional landscaping. All xeriscape plans must incorporate the installation of a properly functioning irrigation system to help maintain the plantings.
  
- IV. **Artificial Turf Regulations** - Approval is required. Artificial turf is approved to be in rear yards only. The use of artificial turf shall be governed by the following standards:
  1. **Materials.** Allowable face weight (pile weight) must be a minimum of 60 ounces per square yard. The pile height of the artificial turf shall be minimum of 1 inch, not to exceed 1 ¾ inches. Artificial turf shall be of a type known as cut pile infill and shall be manufactured from polypropylene, polyethylene, or a blend of polypropylene and polyethylene fibers stitched onto a polypropylene or polyurethane meshed or hole-punched backing. Hole-

punched backings shall have holes spaced in a uniform grid pattern with spacing not to exceeding four inches by six inches on center.

2. Installation. Artificial turf shall be installed over a compacted and porous road base material and shall be anchored at all edges and seams. Seams shall be glued and not sewn. An infill medium consisting of ground rubber, ground coal slag, clean washed sand and ground rubber, or other approved mixture shall be brushed into the fibers to insure that the fibers remain in an upright position and to provide ballast that will help hold the turf in place and provide a cushioning effect.
3. Slope Restrictions. The installation of artificial turf on slopes greater that 6.6% shall require the approval of the city engineer and shall meet requirements of the City of Aurora Public Works Department.
4. General Appearance. Artificial turf shall be maintained to effectively simulate the appearance of a well-maintained lawn.

**Table A: Turf Option for Single-Family Front, Side and Rear Yard Landscaping Requirements**

**FRONT YARD REQUIREMENTS:**

	<b>Plant Materials and Quantity</b>	<b>Requirements</b>
1.	<b><u>Turf</u></b>	<b><u>Minimum and Maximum Turf per Lot Size:</u></b> Small (3,700-5,999 SF) - 40% min. & 50% max. Standard (6,000-8,999 SF) - 30% min. & 40% max. Large (9,000-14,999 SF) - 25% min. and 40% max. Estate (15,000 plus SF) - 25% min. and 40% max.
2.	<b><u>Trees - Minimum of two:</u></b> (1 Shade tree and either 1 Ornamental tree or 1 Evergreen tree)	<b><u>Minimum Sizes:</u></b> 2½ inch caliper – shade tree 2-inch caliper – ornamental tree 6-foot height - evergreen tree

3.	<p><b>Shrubs* per lot size:</b>          Small (3,700-5,999 SF) – 8 shrubs          Standard (6,000-8,999 SF) – 16 shrubs          Large (9,000-14,999 SF) – 26 shrubs          Estate (15,000 plus SF) – 36 shrubs</p> <p>*Thorny plants shall not be located within 20 feet of public sidewalks.</p> <p>Note: Perennials and ornamental grasses may be substituted for shrubs at 3 one-gallon perennial or ornamental grasses per one five-gallon shrub.</p>	<p>Shrubs - 5-gallon container Min. - Plant material shall conform with <u>American Standard for Nursery Stock, Ansi Z60.1</u>, current addition.</p> <p>Planting beds should be separated from turf by edging. All shrubs and ground covers shall be located within planting beds.</p> <p>Landscape fabric may be omitted under annuals, perennials, and groundcovers.</p>
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**SIDE YARD REQUIREMENTS:**

<p><u>Internal Side Yards</u> – May be rocked, no plant material is required but mulches are needed for stability.</p> <p><u>External Side Yards</u> - On corner lots exposed to public view, they shall be landscaped with turf, shrubs, and trees at the rate of one tree and 10 shrubs per 40 linear feet of side yard.</p>
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**REAR YARD REQUIREMENTS:**

<p>In rear yards the use of turf shall be limited to no more than 45% of the area to be landscaped. Rear yards at corner lots exposed to public view shall be landscaped according to Table A.</p> <p>Artificial turf is permitted in rear yards only. The artificial turf must be maintained and repaired so it has a new appearance. Refer to Section 2.41.IV for artificial turf standards.</p>
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**TREESCAPE TURF OPTION REQUIREMENTS:**

<p><u>Turf Option</u>          The area between the sidewalk and street shall be planted with Kentucky bluegrass and have a deciduous canopy tree planted every foot (30'). (Evergreen and ornamental trees are permitted in treescapes).</p>
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**Table B: Xeric Option for Single-Family Front, Side and Rear Yard Landscaping Requirements**

**FRONT YARD REQUIREMENTS:**

	Plant Materials and Quantity	Requirements
1.	<u>Turf</u>	<u>Not applicable</u>

2.	<p><b><u>Features:</u></b></p>	<p><b><u>One of the following is required (a, b, or c):</u></b></p> <p>a. Wall - 1' - 2.5' max. high natural stone, stucco, or decorative CMU wall.  b. Berms - low earth berm 2.5' max. height, slopes not to exceed 25%.  c. Natural Boulders - 2' x 3' min. size, total of 3.</p>
3.	<p><b><u>Rock and inorganic mulches:</u></b></p>	<p>Rock mulch is limited to no more than 50% of the area to be landscaped.</p>
4.	<p><b><u>Plant materials:</u></b></p> <p>*To determine how many plants are necessary to provide 50% living plant coverages:</p> <ol style="list-style-type: none"> <li>1. Begin by calculating the square footage of the front landscape area (the areas in front of the house minus the driveway and any walkways).</li> <li>2. Divide the front yard square footage in half and this will be the amount of required square feet that the plants must cover.</li> <li>3. Each type of plant has an approximate square footage. Determine the total square footage of the proposed plants by adding their square footages together to calculate compliance with the 50% coverage requirement.</li> </ol> <p><b>Note:</b> The treescape is NOT within the front yard area calculations.</p>	<p>Living plants must cover 50% of the front yard landscape area at the time of planting.</p> <p>Living plants shall be in plant beds mulched with organic and/or inorganic mulches.</p> <p><b>Note:</b> Plant Material include – evergreen trees, shrubs, perennials, ornamental grasses, and ground covers. Each plant type has an appropriate square footage size upon installation. Thorny plants shall not be located within 20 feet of public sidewalks.</p>
5.	<p><b><u>Pavers:</u></b></p>	<p>Brick and natural stone pavers are limited to not more than 40% of the landscape area.</p>
6.	<p><b><u>Trees - Minimum of two:</u></b></p> <p>(1 Shade tree and either  1 Ornamental tree  or 1 Evergreen tree</p>	<p><b><u>Minimum Sizes:</u></b></p> <p>2½ inch caliper – shade tree  2-inch caliper – ornamental tree  6-foot height - evergreen tree</p>

**SIDE YARD REQUIREMENTS:**

Internal Side Yards – May be rocked, no plant material is required but mulches are needed for stability.

External Side Yards - On corner lots exposed to public view, they shall be landscaped by combining visible side and front yard areas to comply with the front yard xeric requirements (50% living plant coverage).

**REAR YARD REQUIREMENTS:**

Turf grass is not required. The requirements for xeric landscaping shall apply in that the rear yard must contain 50% living plant materials.

Artificial turf is permitted in rear yards only. The artificial turf must be maintained and repaired so it has a new appearance. Section 2.41.IV for artificial turf standards.

**TREESCAPE XERIC OPTION REQUIREMENTS:**

Xeric Option

The area between the sidewalk and street shall be planted with one deciduous canopy tree planted every thirty feet (30'). Fifty percent (50%) of the ground surface area in the treescape shall be landscaped with living plant materials. The plants may not exceed a height of twenty-four inches (24"). (Evergreen and ornamental trees are not permitted in treescapes).

**V. Treescapes - See Landscaping Section 2.41, Table A and B**

In accordance with the City of Aurora ordinances, homeowners are responsible for the landscaping within their treescape area (the area between the sidewalk and street curb). If a tree in the treescape dies, it must be replaced in a timely manner. In some instances, the builder is required to install the "street trees". However, these trees are the property and maintenance responsibility of the homeowner. The only trees that may be planted in treescapes are deciduous canopy shade trees. Ornamental trees and evergreen trees are not permitted in treescape areas, because they have low branching structures that will grow to impede the public street sidewalk and create a hazardous situation. Homeowners are not permitted to plant ornamental or evergreen trees in treescapes. Please refer to Table A and Table B for the allowed Traditional and Xeric planting options for treescapes.

**VI. Soil Prep/Mulch**

1. **Compost** - For landscaped areas being completed with sod/turf, soil preparation should be with a minimum of three (3) cubic yards per one thousand (1,000) square feet, and ten (10) pounds per one thousand (1,000) square feet of lawn area. These materials are to be tilled to a depth of six (6) to eight (8) inches into the soil. Acceptable organic matters include aged compost, wood humus from soft/non-toxic trees, sphagnum moss (excluding that from Colorado origin), or aged/treated manures.
2. **Mulch** - Organic mulches modify the extremes of soil temperature, improve soil by producing humus, reduce evaporation loss and weed growth, and slow erosion. Organic mulches are typically bark chips, wood

grindings or pole peelings. The suggested minimum depth for mulch is three inches. Place mulch directly on the soil or on breathable fabric. Avoid using sheet plastic in planting areas. It is important to note that mulch should be covered by living plants - typically trees, shrubs, and groundcover beds. The use of berms and/or various non-living materials to break up larger planting bed areas is encouraged. Inorganic mulches include rock and various gravel products. Large expanses of rock mulch without substantial shrub or groundcover plantings are unacceptable.

**VII. Maintenance** - All residential properties must meet certain minimum landscape requirements. Once installed, the landscaping must be maintained in a neat and attractive condition, including periodic pruning, removal of weeds and debris, and the replacement of any dead or dying landscaping.

1. Homeowners are responsible for the maintenance of their sidewalks and treescapes (area between sidewalk and street adjacent to the lot).
2. For the maintenance of plant beds, they shall be separated from turf and other areas by edging. All shrubs, ornamental grasses, perennials, and groundcovers shall be located within planting beds. Plants shall be mulched by either rock or wood mulch or a combination of both. Shredded cedar is the preferred mulch treatment around all plant material as it has moisture retention qualities unlike rock mulch that retains and radiates heat around plants.

2.42 **Latticework.** Approval is required for any type of trellis or latticework. A latticework trellis is an upright structure that is made for screening proposes or to support climbing plants. Trellises are permitted that do not exceed 6-feet in height. Trellises shall be compatible with the color and materials of other structures on the lot and the exterior of the house. Trellises may not be attached to Metro District owned fencing.

2.43 **Lights and Lighting.** Approval is required for the use of motion detector spotlights, high-wattage spotlights or floor lights, ballasted fixtures (sodium, multi-vapor, fluorescent, metal halide, etc.). Owners may not install security spotlights and floodlights unless activated by a motion detector. One spotlight or floodlight may be installed on the front elevation and one on the rear elevation of the house. Approval is not required for exterior lighting if it is installed in accordance with the guidelines listed below. For holiday lighting, **See Seasonal Decorations Section 2.64.**

1. Exterior lights must be conservative in design and be as small in size as reasonably practical.
2. Exterior lighting should be directed toward the ground whenever possible.
3. Exterior lights shall be of low wattage to minimize the glare to neighbors and other homeowners.
4. Any affixed permanent lighting must be set at a reasonable brightness

level to not affect surrounding neighbors. Lighting tracks must be color matched to the home and installed under the roof eaves and must only be installed to direct light downward or towards the home on which it is installed. **To address Jellyfish Lights – yes or no**

- 2.44 **Microwave Dishes. See Antennae. Section 2.07.**
- 2.45 **Overhangs/Sunshades/Awnings- Cloth or Canvas.** Approval is required. An overhang, sunshade, or awning should be an integral part of the house or patio design and are only permitted on the side and rear of the home. Overhangs, awnings, or sunshades must be the same as, or generally recognized as, a complementary color to the exterior of the residence. No metal or plastic awnings are permitted. A swatch of material to be used should be provided. Mechanical sunshades should only be down when patio is in use. The sunshade should be installed on the inside of the patio roof beam and out of site. A mechanism may be needed to anchor shades when extended. The shade and hardware must not be visible when shades are not in use. **See also, Patio Covers Section 2.47.**
- 2.46 **Painting.** Approval is not required if color and/or color combinations are identical to the original color established on the home. Any changes to the color scheme or color changes must be submitted for approval and must conform to the general scheme of the community. Color schemes may not exceed a maximum of four (4) complementary colors that blend and harmonize well together. Indicate on the paint application where each color will be used. In accordance with the Design building requirements found in the Blackstone Country Club Community Design Standards, exterior colors shall be selected from historical, colonial, or earth toned color palettes which are primarily beige, gray, tan, and brown hues. No red or yellow houses will be permitted, and blue hues will only be considered on a case-by- case basis. Garage doors must be painted to match the body or trim color of the house and not the accent color.

**Do we want to include examples of color spectrum?**

<https://www.benjaminmoore.com/en-us/color-overview/find-your-color/color-collections/hc/historical-colors>

If you choose to use a different color on your home, you will need to submit the Design Request Form with your color samples and a general description of the colors of the house on either side of your home. Please include paint color chips indicating the color name and paint manufacturer for each color chosen. Additionally, provide pictures of your current home color, pictures of the proposed color samples painted on the garage door at a minimum size of 24"x24", and an explanation of how the colors fit in with the neighborhood. The color samples should be painted on the home by the time of the application to avoid approval delays.

- 2.47 **Patio Covers.** Approval is required. Patio covers must be constructed of material consistent with the home and be similar or generally recognized as complementary in color to the colors on the house. Freestanding patio covers may be permitted as well as extensions of the roof.

- 2.48 **Patios-Enclosed. See Additions and Expansions Section 2.03.**
- 2.49 **Patios-Open.** Approval is required. Open patios must be an integral part of the landscape plan and must be located so as not to create an unreasonable level of noise for adjacent property owners. Construction shall not occur over easements, beyond the side plane of the home and must be set back a minimum of five (5) feet from the property lines. In some instances, additional plant material, around the patio, may be required for screening purposes.
- 2.50 **Paving, Paths, and Walkways.** Approval is required, for all walks, patio areas, or other purposes and for all materials used, including concrete, brick, flagstones, steppingstones, pre-cast patterned or exposed aggregate concrete pavers. Asphalt will not be allowed. **See Driveways Section 2.23.**
- 2.51 **Pergolas and Arbors.** An arbor is a free-standing arch, and a pergola is a feature with an open lattice roof that may or may not be attached to a building. Both features provide shade and or aesthetics with or without climbing plants. Arbors and pergolas shall be in rear yards or corner lot side yards. An arbor or pergola is permitted that is approved by the DRC which meets these guidelines:
1. Shall be constructed on the individual property at a max height of 10 feet
  2. Shall complement the house color and materials
  3. Shall be treated to prevent weathering
- 2.52 **Play Structures, Trampolines, Sport Courts, and Sports Equipment.** Approval is required and an advisory letter shall be sent to the adjacent property owners notifying them of the request. Consideration will be given to adjacent properties so as not to create an undue disturbance. In some instances, additional landscaping may be required around play equipment for screening purposes.
1. **Play Structures:** All play structures must be in the rear yard and must be setback a minimum of five feet from all property lines. All play structures shall be constructed with wood or composite products with a wood appearance. The use of rainbow-colored cloth/canvas tarps is discouraged. Play structure height shall not exceed 12-feet. If visibility is a concern, the play structure may require additional screening with approved plant materials. Play structures must be maintained in a good and sightly manner.
  2. **Trampolines:** All trampolines must be in the rear yard and must be set back a minimum of five feet from all property lines. Trampolines must be firmly anchored to the ground for wind protection. Trampoline and netting height shall not exceed 12-feet. Above ground and in ground trampolines are permitted but may require additional screening with approved plant materials. Safety and liability are the homeowner's responsibility. Trampolines must be maintained in a good and sightly manner.
  3. **Sport Courts:** Sport courts may only be in the rear yard and must be setback a

minimum of seven feet from property lines. Sport courts may cover no more than 30% of the rear yard area. Sport court surfacing materials shall be standard concrete. No bright or intense court colors are permitted and must complement the natural surroundings (i.e. earth tones and muted colors). A maximum of one goal per lot is allowed. Hoop lightning or elevated court lighting is not allowed. Owners may be required to install additional plant materials to screen sport courts from adjacent lots.

- 2.53 **Playhouses.** Committee approval is required if a structure is more than 24 square feet and/or over six feet high. The colors should match the house.
- 2.54 **Poles. See Flagpoles, Section 2.29 and Utility Equipment, Section 2.8.**
- 2.55 **Pools.** Approval is required. Pools must be placed in the rear yard and be an integral part of the deck or patio area. They should be in such a way that they are not immediately visible to adjacent property owners (i.e. screened with plant material). Above ground pools are prohibited. **See Hot Tubs and Jacuzzis. Section 2.37.**
- 2.56 **Radio Antennae. See Antennae. Section 2.07.**
- 2.57 **Radon Mitigation.** Approval is required. Radon mitigation systems shall comply with local building requirements. All external components must be painted to match the color scheme of the house.
- 2.58 **Railings.** Approval is required. Railings for front porches, steps, decks, and patios shall comply with the City of Aurora requirements for height and baluster spacing. All railings shall be either black or bronze metal or wood materials that match the Design style of the house and trim color.
- 2.59 **Rooftop Equipment.** Approval is required.
- 2.60 **Roofing Materials.** Approval is required when changing or installing roofing materials. Roofs must be maintained in an attractive appearance and missing shingles; tiles or ridge caps must be replaced in a timely manner. Acceptable roofing materials include dimensional asphalt shingles, clay tile, slate tile, and cement-based tile. Other material options will be considered on a case-by-case basis. All buildings constructed on the properties shall be roofed with the same or greater quality than originally used. Any change in roof color must coordinate with the exterior color palette of the home and be shades of black, grey, tan, or brown. Metal flashing and rooftop vents shall be painted to match the surrounding roof color. Shingles in the colors red, blue, green, and silver are not permitted. Repairs to an existing roof with the same building material that exist on the home, do not require prior approval.
- 2.61 **Satellite Dishes. See Antennae. Section 2.07**
- 2.62 **Saunas. See Accessory Buildings. Section 2.02.**

- 2.63 **Screen Doors. See Doors. Section 2.21.**
- 2.64 **Seasonal Decorations.** Approval is not required if installed on a lot if one is keeping with the Community standards and that the decorations are removed within thirty (30) days of the holiday. The installation of seasonal decorations on any property owned and/or managed by the Blackstone Metro District must first have written consent of the Blackstone Metro District. Consideration for consent will be based upon, but not limited to the distance of where the seasonal decorations are considered being installed in relationship to the owner's lot, potential access concerns and making sure the seasonal decorations keep with the Community standards.
- 2.65 **Sewage Disposal Systems.** Will not be permitted.
- 2.66 **Sheds.** Not permitted.
- 2.67 **Exterior Shutters.** Approval is required. Shutters should be of a similar material and of a color and design generally accepted as complementary to the exterior of the house.
- 2.68 **Siding.** Approval is required.
- 2.69 **Signs.** Approval is required for most signs. Without Board of Directors approval, one temporary sign advertising a property for sale or lease which is no more than five (5) square feet in aggregate, and which is discreet in color and style may be placed in one, but not both of the following locations:

**Option 1.** Sign may be placed in the front or side elevation window of the property if the elevation it is placed on is not adjacent to the golf course. If this option is chosen, one temporary outdoor marketing brochure box, maximum size of fourteen inches (14") high, ten inches (10") wide and three inches (3") deep, may be placed on a maximum size four foot (4') high, three inch (3") wide and deep stake or post, black, green, white, or brown in color only, in the front of the lot on the property that is for sale or lease. It must be installed within three (3) feet of the residential portion of the home's foundation (not the garage foundation) parallel with the street for which the address of the home is identified.

**Option 2.** Sign may be installed within three (3) feet of the residential portion of the home's foundation (not the garage foundation) parallel with the street for which the address of the home is identified. If this option is chosen, an outdoor marketing brochure box with the dimensions described above, may be attached to the post supporting the sign, only. The sign and any marketing brochure box must be removed immediately after closing.

All other signs, including address numbers and name plate signs must be approved. No lighted sign will be permitted unless utilized by the Developer and/or a Builder. Political signs during an election season may be placed in the front yard of the lot,

no more than thirty (30) days prior to the election date. All political signs must be removed within 48 hours of said election. No signs may be placed on any common or limited common property without the written consent of the Master Blackstone Metro District. No trade signs of any kind are allowed on the lot or home, which include, but are not limited to: landscaping, painting, construction, and roofing. Notwithstanding the foregoing, reasonable signs, advertising, or billboards used by the Master Declarant in connection with the sale or rental of the lots, or otherwise in connection with development of or construction on the Lots, shall be permissible.

- 2.70 **Skylights.** Approval is required. Large bubble type skylights will be prohibited. Solar tube style skylights and parallel mounted skylights are permitted.
- 2.71 **Solar Panels.** Approval is required. Solar Panel Systems are used to absorb sunlight for electricity, or heat, as a component of a building's or home's overall energy system and a method of conserving energy. Solar PV Systems must be specifically approved by the DRC prior to installation and meet the guidelines below:
1. **Professional Installation** - All Solar PV Systems must be designed and installed by a professional licensed contractor. The solar panel submittal needs to be accompanied by a plan from the licensed contractor who will be installing the system.
  2. **Mounting** - Solar PV Systems array must be flush mounted, that is, match the existing plane of the roof (parallel to roof line).
  3. **Colors** - Any component of the Solar PV System must integrate into the design of the homes. The color of the Solar PV System components should generally conform to the color of the roof shingles to the extent practical.
  4. **Balance of Systems** - Inverters and DC safety disconnects are typically mounted in the basement, garage, or near the electrical meter on the outside of a home. The safety disconnects are usually required by the local utility to be mounted next to the electrical meter. The Owner is required to obtain any City permit and electrical inspections required in connection with the Solar PV System. Conduit should be installed near a drainpipe or other existing runs from the roof to hide the conduit as much as possible.
- 2.72 **Spas. See Hot Tubs and Jacuzzis. Section 2.37.**
- 2.73 **Sprinkler Systems. See Irrigation Systems, Section 2.38 and Irrigation, Section 4.09.**
- 2.74 **Statues or Fountains.** Approval is not required if they are installed in the rear yard and are not greater than five (5) feet in height, including any pedestal. If the statue or fountain is proposed for the front yard approval is required, and the statue or fountain location should be close to the front or main entrance of the house.
- 2.75 **Storage Sheds. See Sheds, Section 2.66.**
- 2.76 **Sunshades. See Overhangs/Sunshades/Awnings- Cloth or Canvas, Sect. 2.45 and**

**Patio Covers, Sect. 2.47.**

- 2.77 **Swamp Coolers. Not permitted.**
- 2.78 **Swing Sets. See Play Structures, Sect. 2.52.**
- 2.79 **Television Antennae. See Antennae, Section 2.07.**
- 2.80 **Temporary Structures.** No structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any lot. During the actual construction, alteration, repair or remodeling of a structure or other improvements, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work. The work of constructing, altering, or remodeling any structure or other Improvements shall be prosecuted diligently from the commencement thereof until the completion thereof. Temporary tents may be installed for short term recreation or specific events. Occasional use of tents for periods of 48 hours or less does not require approval. **For permanent sheds, See Sheds Section 2.66.**
- 2.81 **Trash Containers, Enclosures and Pickup.** Approval is required for any trash container enclosure. Trash container enclosures will be reviewed on a **case-by-case basis. For trash containers to be stored outdoors, they must be screened from view with a masonry, brick, or stucco wall that matches the exterior of the house and is a maximum of 12-inches higher than the containers. The containers shall be enclosed on three sides and accessed with a gate.** The trash containers shall not be visible from the front yard or street. Refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind may not be kept, stored or allowed to accumulate on any lot except in sanitary containers or approved enclosures. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner (except that a container for such materials may be placed outside at such times as may be necessary to permit garbage or trash pickup.) Trash may be placed on the street for pickup after 8:00 pm the night before and taken in by the evening on the day trash is to be picked up. Trash containers must be properly stored the evening of pickup. **See Compost, Section 2.17.**
- 2.82 **Tree Houses.** Will not be permitted.
- 2.83 **Underground Installations.** Approval is required.
- 2.84 **Utility Equipment.** Installation of utilities or utility equipment requires approval. Under the Declaration of the Covenants, Conditions and Restrictions, pipes, wires, poles, utility facilities must be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure.
- 2.85 **Vanes. See Weather Stations, Vanes and Directional Section 2.89.**
- 2.86 **Vents. See Rooftop Equipment, Section 2.59 and Air Conditioning Equipment, Section**

**2.06.**

2.87 **Walls. See fences, Section 2.26.**

2.88 **Walls-Retaining.** Approval is required. No one shall alter, add, or change walls on their individual yards without prior approval. Retaining walls are not intended to be fences and must 'retain' where located. All proposed retaining walls shall be constructed with materials that coordinate with the exterior of the house, and rock, brick or interlocking modular units are the preferred materials. Creosote treated timber railroad ties are prohibited. The construction and installation of retaining walls shall not alter the established drainage pattern of the lot and all necessary permits must be obtained prior to construction. **See Retaining Walls, Section 4.05.**

2.89 **Weather Stations, Vanes, and Directionals.** Approval is required. Weather stations, vanes, and directionals shall be reviewed on a case-by-case basis. The dimensions, location, and height must be submitted, and the distances from the home and property lines shall also be included. Visibility from adjacent properties will be taken into consideration.

2.90 **Window Coverings.** Interior window coverings do not require approval but must comply with the following standards:

1. Temporary window coverings such as sheets, poster board, seasonal flags, school flags, or cardboard are not permitted.
2. Window coverings must be materials designed for windows including drapes, shades, blinds, shutters, etc. All window coverings shall be hung even and neat.
3. Window coverings located within a garage shall show white on the front elevation.
4. All Windows and coverings shall be kept cleaned, uncluttered, and well maintained.

2.91 **Window Replacement.** Approval is required. All new windows and window frame colors shall match the existing Design character of the windows and frame color existing on the house. Windows shall be trimmed with the same materials and design of the existing window trim. The window trim color must match the approved trim color of the house.

2.92 **Wood Storage.** Will not be permitted.

2.93 **Work Involving Common Areas.** Generally, driving vehicles including wheelbarrows across Common Areas, including the golf course, is not permitted. However, when circumstances warrant, the Board of Directors will consider requests provided that prior approval is obtained, and the homeowner advances funds as may be reasonably required by the Board of Directors to repair any damage. The actual restoration of the Common Area will be done by the Blackstone Metro District.

### III. PROCEDURES FOR COMMITTEE APPROVAL.

3.01 **General.** As indicated in the listing of specific types of improvements, there are some cases in which advance written approval is not required if the guidelines with respect to that specific type of improvement are followed. In a few cases, as indicated in the listing, a specific type of improvement is not permitted under any circumstances. **In all other cases, including improvements not included in the listing, advance or prior written approval is required before and “Improvement to Property” is commenced.** This section of the Guidelines explains how such approval can be obtained.

3.02 **Drawings or Plans.** Homeowners are required to submit complete plans and specifications prior to commencement of any work on any improvement (said plans and specification to show exterior design, height, materials, color, location of the structure or addition to the structure, plotted horizontally and vertically, location and size of driveways, general plan of landscaping, fencing, walls, windbreaks, and grading plan, as well as such other materials and information as may be required). In most cases, the materials to be submitted will not have to be professionally prepared by an architect, a landscape architect or draftsman and a simple drawing and description will be sufficient. In the case of major improvements, such as room additions, structural changes, or accessory building construction, detailed plans, and specifications, prepared by a licensed architect, may be required. Whether done by you or professionally, the following guidelines should be followed in preparing drawings or plans.

1. In some instances, elevation drawings of the proposed improvement will be required. The elevation drawings should indicate materials. The drawing or plan should be done to scale and should depict the property lines of your lot, all recorded easements and the outside boundary lines of the home as located on the lot. If you have a copy of an improvement location certificate (survey) of your lot obtained when you purchased it, this survey would be an excellent base from which to draw.
2. Existing improvements, in addition to your home, should be shown on the drawing or plan and identified or labeled. Such existing improvements include driveways, fencing, walks, decks, trees, bushes, etc.
3. The proposed improvements should be shown on the plan and labeled. Either on the plan or on an attachment, there should be a brief description of the proposed improvement, including the materials to be used and the colors. (Example: Redwood deck, 10 feet by 12 feet with 2 inch by 4-inch decking, Natural stain).
4. The plan or drawing and other materials should show the name of the homeowner, the address of the home and a telephone number where the homeowner can be reached.
5. The proposed improvements must take into consideration the easements, building location restrictions and sight distance at intersections.
6. Homeowners should be aware that many improvements require a permit from

the City of Aurora Building Department. The Board of Directors reserves the right to require a copy of such permit as a condition of its approval.

- 3.03 **Submittal Requirements.** Once a landscape plan has been developed, shall be submitted to the Community Manager. No copies will be returned. **Format will be rejected.** The plan must contain the following information:
1. Project Approval Request Form (Design Request Form)
  2. Lot, Block, Filing Number and Owner's name, address, and telephone number.
  3. Designer's name, address, and telephone number (if applicable).
  4. Scale of 1 inch = 10 feet and north arrow. Improvements shall be measured in relation to the house and property lines with the distances shown on the plan.
  5. All existing conditions including house, walks, driveways, patios, decks, walls, plants, trees, drainage ways, property lines, and any easements.
  6. All proposed landscape planting improvements and landscape features such as walls, patios, structures, hot tubs, gazebos, water features, shrubs, trees, perennial and annual beds.
- 3.04 **Review Fee.** The Declaration of Covenants, Conditions and Restrictions authorizes the Design Review Committee to collect a fee for review the plans of proposed improvements. The Board of Directors reserves the right to charge a fee to cover the cost of any engineering consulting or other fees reasonably incurred by the High Plains Metro District in reviewing any proposed improvement.
- 3.05 **Action by Board of Directors and Design Review Committee.** The Board of Directors or its designated representative will regularly review all plans submitted for approval. The Board of Directors and/or Design Review Committee may require submission of additional material and may postpone action until all required materials have been submitted.
- 3.06 **Prosecution of Work.** A proposed improvement to property should be accomplished as promptly and diligently as possible in accordance with the approved plans and description. The work must be completed, in any event, within six months. The Board of Directors reserves the right to inspect the work and the right to file a notice of noncompliance where warranted.
- 3.07 **Variance Requests and Rights of Appeal.** A homeowner may appeal to the Board of Directors in the event a submittal request has been denied, provided such appeals are submitted within thirty days after the applicant received notice. Homeowners have the right to appeal a denial by preparing a variance request. Variance requests are a written document that explains the necessity for non-compliance with the design guidelines. Variances shall be submitted to the community manager and will be forwarded to the board of directors for review. Homeowners will be notified of the boards findings after a determination has been made.

3.08 **Questions.** If you have any questions about the foregoing procedures, feel free to call its representative at the phone number and address listed in the introductory part of these guidelines.

#### IV. LANDSCAPING SUGGESTIONS.

4.01 **General.** The purpose of this section of the Guidelines is to help you prepare an appropriate landscaping plan for your homesite. Careful landscape planning and design of your site will greatly enhance the ultimate appearance of the community. The information set forth in this section is suggestive only and not mandatory.

4.02 **Slopes.** In some cases, there may be relatively steep slopes on an owner's property. It is important to note that if slopes are not landscaped severe erosion and silting may occur. Therefore, it is recommended that the homeowner landscape slopes as soon as possible after moving in. Slopes and banks should be planted with drought tolerant plants. Terracing, or surfacing with stone or other free draining materials can lessen erosion of slopes. Loose aggregate or wood chips are not recommended on slopes unless measures are taken to prevent erosion or displacement by wind and/or water. Slopes can also be seeded with ground covers, shrubs, and bushes to prevent erosion. Rock gardens are another technique to help prevent slope erosion and create a landscape amenity. Slopes given proper design treatment can become an attractive, interesting part of the landscape.

4.03 **Soils/Drainage/Grading.** Your home may be constructed on "expansive soils". The prime characteristic of expansive soils is that they swell when water is introduced. The soil, in essence, acts as a sponge. When this expansion takes place, extreme pressures are exerted on foundations and other man-made structures, which are placed in the ground. The result can be severe structural damage to your home.

It is our intent to remind you that a potential hazard exists when proper drainage is not maintained and/or when water is introduced to these "expansive soils" adjacent to your foundation.

Residents should investigate the existing drainage conditions and preserve and accommodate the drainage situation, which exists on their site at the time the purchased their home from the builder or other previous homeowner. See guidelines under "Drainage" in the listings of specific types of improvements. Minor drainage modifications may be made to your lot providing you do not alter the engineered drainage pattern of the lot existing at the time the lot was conveyed to you from the builder or the previous homeowner. Grading can be used to create berm, slopes and swales which can define space, screen undesirable views, noise, and high winds. It is suggested that berm slopes not exceed 3 feet of horizontal distance to 1 foot of rise or vertical height (3 to 1 slopes) to permit greater ease of mowing and general maintenance.

4.04 **Soil Preparation.** Soil conditions may vary throughout the project. Individual soil testing

is suggested for each lot to determine the exact nature of the soil and the desired level of amendment needed such as mulch, sand, and fertilizer to optimize plant growth. Local nurseries may help in determining the proper quantity and type of soil amendment. A general guide for amendment of all turf area soils is a minimum of three (3) cubic yards per one thousand (1,000) square feet, and ten (10) pounds per one thousand (1,000) square feet of lawn area. These materials are to be tilled to a depth of six (6) to eight (8) inches into the soil. Acceptable organic matters include aged compost, wood humus from soft/non-toxic trees, sphagnum moss (excluding that from Colorado origin), or aged/treated manures. Topsoil is not considered an acceptable organic matter.

- 4.05 **Retaining Walls.** Retaining walls are not intended to be fences and must 'retain' where located. New or old creosote treated timber railroad ties are prohibited. Rock, brick or interlocking modular units, that complement the color of the house, are preferred materials for the walls. Retaining walls may be used to accommodate or create abrupt changes in grade. Such walls should be properly anchored to withstand overturning forces. Stonewalls should be made thicker at the bottom than at the top to achieve stability. To avoid destructive freeze-thaw action, all retaining walls should incorporate weep holes into the wall design to permit water trapped behind them to be released. Walls should **not** be located to alter the existing drainage patterns and should provide for adequate drainage over or through (by means of weep holes) the wall structure.
- 4.06 **Climate.** Typical climatic conditions of this area include low precipitation, low average humidity, variable winds, and a wide temperature range.
- 4.07 **Screening Views and Directing Winds.** Plant materials can frame pleasant vistas such as views of the mountains. Less desirable views of adjacent land (e.g. highways) can be screened with dense coniferous plantings, earth mounds, fences, or walls. High velocity winds can be effectively directed by dense planting.
- 4.08 **Rockscapes.** Boulders and cobbles present an attractive alternative landscape element if used sensitively within the overall landscape composition. Large expanses of rock mulch without substantial shrub or groundcover plantings are unacceptable. Stone or gravel mulch with harsh, unnatural, or high contrast colors shall be prohibited, including the use of black granite, white marble, and lava rock.
- 4.09 **Irrigation.** The semi-arid climate makes watering necessary. It is recommended that watering be done in the early morning or evening. One of the most common tendencies is to over-saturate your lot. We urge each homeowner to conserve water and as a result minimize problems on their own lots as well as on adjacent property owner's lots caused by over-watering. This can be accomplished by watering at shorter cycles more often during the day.

Several systems can be used to water your lawn: automatic sprinkler systems and portable sprinklers. The following are some facts to consider in selecting the type and location of the sprinkler system you are going to use: A) Size and shape of areas to

be watered. B) Type of turf or ground cover. C) Available water supplies and pressure. D) Environment of the area-wind, rain, temperature, exposure, and grades. E) Low spraying irrigation devices may help to minimize wasted water due to wind. F) Installation of an irrigation system directly adjacent to front sidewalks may eventually cause undermining and deterioration to concrete and paved areas. G) Type of soil and its ability to accept water. Local nurseries or do-it-yourself sprinkler stores have detailed information concerning the type and installation of irrigation systems. H) Drip irrigation systems are recommended for tree and shrub area.

- 4.10 **Paved Areas.** Paving may be used to define areas of intense activity and circulation patterns, such as patios, walks, and steps. Materials that can be used to create attractive patterns and textures are brick, flagstones, steppingstones, pre-cast patterned or exposed aggregate concrete paver. These materials are often more desirable than asphalt or poured concrete. It is suggested that paving materials be earth tones colors. Sufficient slope should be maintained in all paved areas to insure proper drainage. Asphalt is not permitted.
- 4.11 **Shade.** Shade trees should be placed relatively close to the house, but no closer than 5-feet, where they can shade walls or outdoor activity areas. Avoid shading a solar collector or inhibiting the effectiveness of passive solar design measures. For example, broad-leaved deciduous trees screen out the intense summer sun, but allow winter warmth to penetrate. Trees and shrubs in general should not be planted within existing drainage swales to block designated drainage patterns.
- 4.12 **Landscape Materials.** Deciduous trees-and evergreen trees provide summer shade or can be used as a windbreak. Evergreens provide good backdrops for displaying ornamental trees and contrasting flowers as well as providing a visual screen.
1. Shrubs such as junipers may be used as specimens or in masses. Shrubs can also be used in combination with trees as windbreaks or to add color and texture to the landscape. Low growing, spreading shrubs may be used as groundcover treatment and present an attractive method of reducing water consumption.
  2. Ornamental trees such as flowering crabapples provide accent, color, and additional interest to the residential landscape and may be a more appropriate scale for small areas of a lot.
  3. Groundcovers such as creeping mahonia play an important role in consolidating the surface of fine-grained soils to prevent erosion and sedimentation. They may be useful in place of a lawn, especially on steep banks where they will also require less water than turfgrass.
  4. Vines may be used as a groundcover or as a shading element over a trellis or as a screen when planted adjacent to a fence.
  5. Garden flowers may be used as elements of seasonal color. Perennials and annuals should be considered.
  6. Vegetable gardens may be integrated with planting beds and used ornamentally.

- 4.13 **Mulches.** Mulches modify the extremes of soil temperature and improve soil by producing humus and reducing evaporation loss. Suggested minimum depth for mulches is three inches. Mulches are typically used in shrubs and groundcover beds and may consist of a variety of organic materials such as ground bark, wood chips, pole peelings or chipper chips. Natural wood mulch has environmental advantages to plant material and its use is strongly encouraged.
- 4.14 **Landscape Maintenance.** Good consistent maintenance is essential for healthy plant materials. The following are some suggested maintenance considerations and ways of minimizing maintenance problems: A) Plant regarding climate. Consider ultimate size, shape, and growth rate of species. B) Locate plants and irrigation heads out of the way of pedestrian-bicycle traffic and car bumpers. C) Provide simple guying systems for trees for a minimum of two years and wrap trees most susceptible to sun scald with burlap or paper during fall or winter months. D) Make provisions for efficient irrigation; drain and service sprinkler systems on regular basis and conduct operational checks on a weekly basis to insure proper performance of the system. E) Provide good soil mixes with sufficient organic material, 30% per tilled depth is desirable. F) Use mulch at least three inches deep to hold soil moisture and to help prevent weeds and soil compaction. G) Provide required fertilization, weed and pest controls etc., as required for optimum plant growth. H) Prune woody plants when needed. Never prune more than 1/3 of foliage. I) Space groves of trees or single trees to allow for efficient mowing. J) Locate plants with similar water, sun, and space requirements together.
- 4.15 **Suggested Plant List.** For your convenience, the following list of shrubs, trees, flowers, and grasses is provided below.

In accordance with The Colorado Tree Coalition and the City of Aurora regulations, the following trees shall be prohibited from being planted: Silver Maple, Willow species, Siberian Elm, Russian Olive, Aspen, Cottonwood, Tamarisk, and Ash species.

**\*\* These are the Blackstone community “character” plants and the use of them is highly encouraged \*\*.**

**Deciduous Trees** Autumn

Blaze Maple Burr Oak  
Canada Red Cherry  
Chanticleer Pear  
Crabapple Species  
Crimson Spire Oak Downy  
Hawthorn Ginnala Maple  
Hackberry Honeylocust  
Kentucky Coffeetree  
Linden, American, or Littleleaf  
Maple  
Red Oak  
Redbud  
Rocky Mountain Maple  
Russian Hawthorn  
Serviceberry  
Shademaster Honey Locust  
Sunburst Honey Locust Western  
Catalpa

**Evergreen Trees**

Austrian Pine  
Bristlecone Pine  
Colorado Spruce  
Juniper Species  
Limber Pine Pinon  
Pine  
\*\*Ponderosa Pine

**\*\*Grasses**

Big Bluestem  
Blue Avena Grass Blue  
Grama Grass Buffalo  
Grass Feather Reed  
Grass Fescue  
Fountain Grass  
Indian Grass Little  
Bluestem  
Threelaf Sumac  
Viburnum Lantana ‘Mohican’  
Waxflower  
\*\*Yucca varieties

**Perennials**

Bee Balm  
Black-eyed-Susan  
Colorado Penstemon  
Coneflower  
Coreopsis, Moonbeam  
Maiden Grass  
Muhly Grass

Prairie Dropseed  
Red Switchgrass

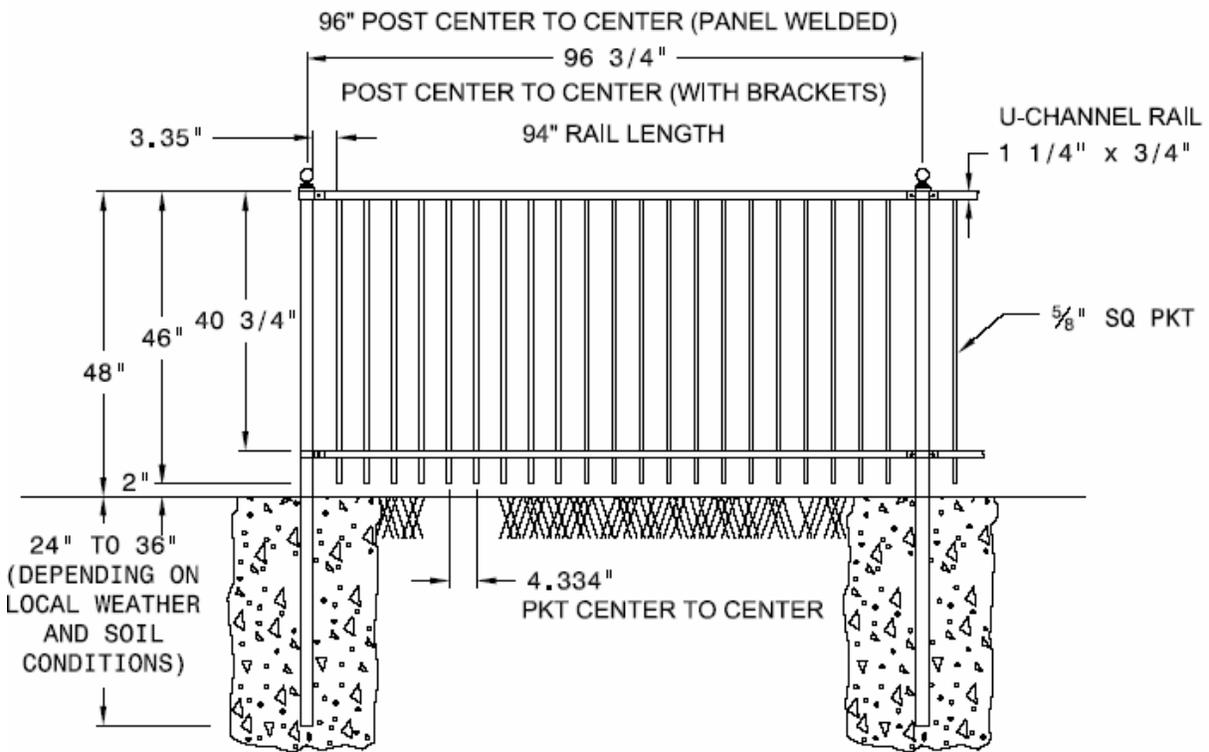
**Shrubs** Agastache

Plume American  
Plum Artic Blue  
Willow  
Bar Harbor Juniper  
Broadmoor Juniper  
Buffalo Juniper  
Buffaloberry  
Blue Chip Juniper  
Blue Mist Spirea  
Blue Stern Willow  
Butterfly Bush  
\*\*Chokeberry  
Compact American Cranberry  
Creeping Mahonia  
Curl-Leaf Mountain Mahogany  
Hughes Juniper  
Gambel Oak  
Golden Currant  
Gooseberry, Whitestem  
Great Plains Leadplant  
Grow-Low Sumac Isanti  
Dogwood Kelsey's  
Dogwood Mountain Box  
Mountain Ninebark  
Mugho Pine  
\*\*Native Potentilla  
Ninebark  
\*\*Rabbitbrush  
Red Coralberry  
Red Twig Dogwood  
Rhus Aromatica Rock  
Spirea Sagebrush  
\*\*Saskatoon Serviceberry  
Tam Juniper  
Daylily, Stella D'oro  
Gaillardia  
Hyssop  
Iceplant  
May Nigh Salvia  
Sedum, Autumn Joy  
Shasta Daisy  
Veronica  
Yarrow  
Yucca

# ATTACHMENT A: FENCE DETAILS

## 4' METAL FENCE

NOTE: THE 4' FENCE CAN ONLY BE USED ON LOTS ALONG THE GOLF COURSE THAT HAVE A 4' FENCE ON THE REAR PROPERTY LINE.

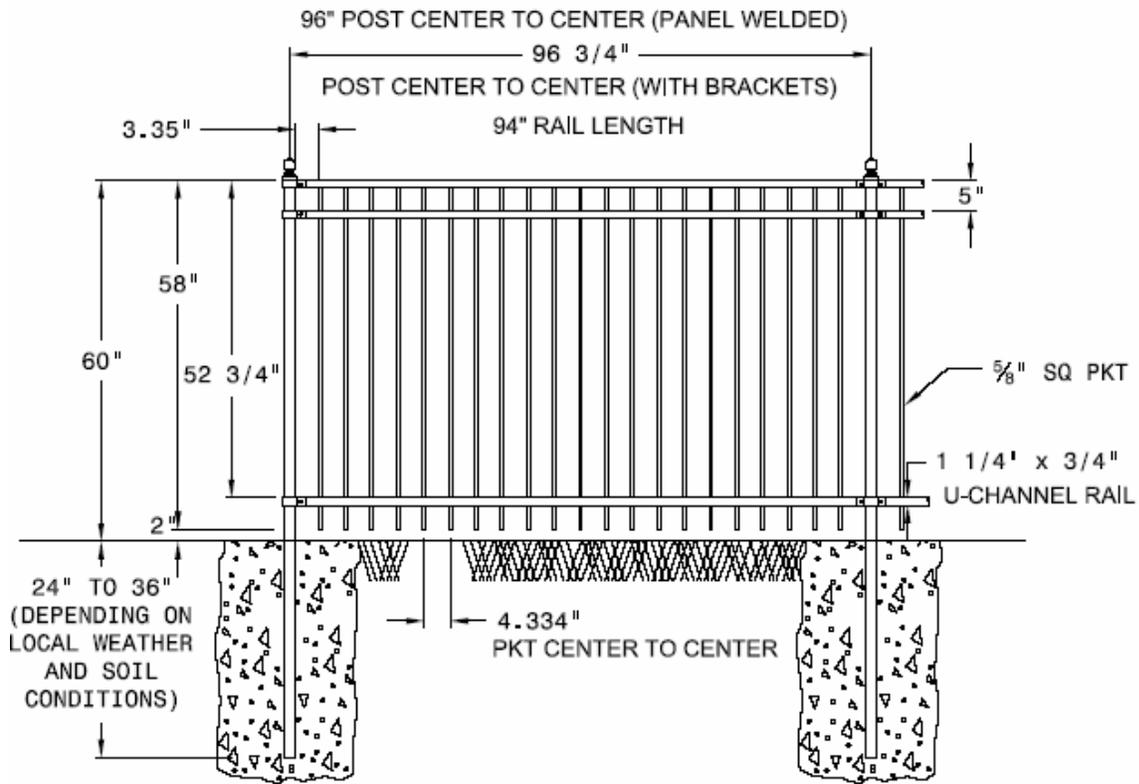


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## 5' METAL FENCE

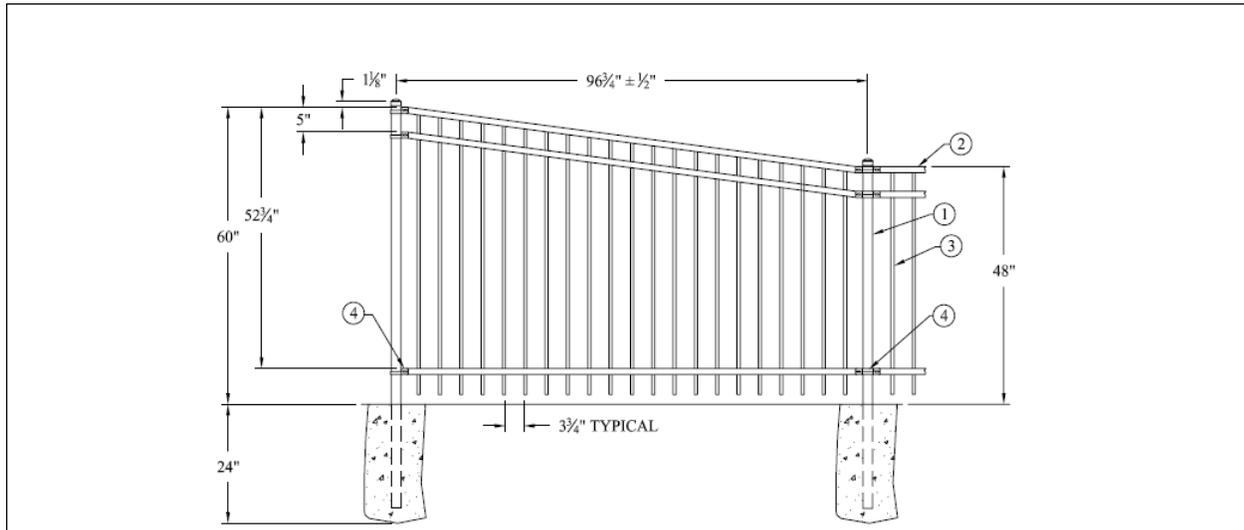
NOTE: THE 5' FENCE WILL BE PERMITTED ON ALL LOTS OTHER THAN THE LOTS ALONG THE GOLF COURSE WITH THE 4' HIGH FENCING REQUIREMENTS.



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# 5' FENCE TRANSITION TO 4' FENCE



PANEL BRACKET OPTIONS		POST TO POST
	BX104 LINE BRACKET	*96 3/4" ± 1/2"
	BX101 FLAT MOUNT BRACKET	*96 3/4" ± 1/2"
	BX103 SWIVEL BRACKET**	*96 3/4" ± 1/2"

\*\*NOTE: When using swivel brackets on either or both ends of a panel installation, care must be taken to ensure the spacing between post and adjoining pickets meets applicable codes. This may require trimming one or both ends of the panel as needed.

POST NOTE: In locations subject to freezing, where posts are grouted into concrete holes, a 1/2" diameter hole should be drilled to the post approximately 1/2" above elevation to allow for drainage or to help ground water. The drilled hole must be wiped clean and dry and sprayed with AMERISTAR™ zinc rich primer and AMERISTAR™ color match finish.

FROST LINE: Fencer depth shown is minimum recommendation. In some cases local restrictions or freezing weather conditions may require a greater depth.

PANEL RAKING: Drawing shows fence panel at level ground elevation; for installations that must be raked to follow sloping grades, the post spacing dimension shown must be measured along the grade.

- ① 2" ∅ x 16ga. POST
- ② RIBBED CHANNEL RAIL 3/4" x 1 1/4" x 14ga.
- ③ 5/8" ∅ x 18ga PICKET
- ④ BX102 END BRACKET

Title: MONTAGE ATF MAJESTIC 3 RAIL 60 IN TALL 8 FT LONG PANEL

Drawing Number: RMX358-PP000

DR: LZN SH. 1 of 1 SCALE: Do Not Scale

CK: CS Date 7-17-06 REV: a



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# ATTACHMENT B:

## Dead or Dying Trees

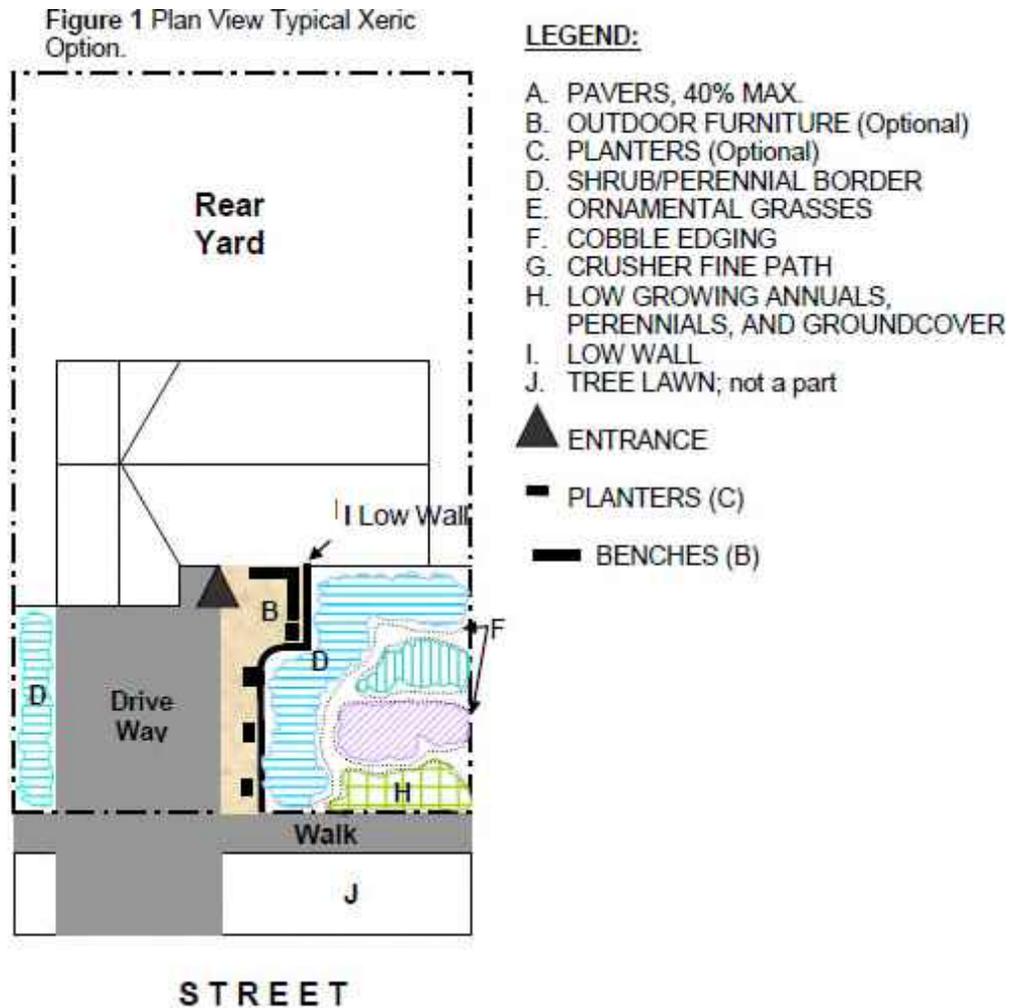
**Signs That a Tree is Dying.** The signs that a tree is dying are many and differ greatly depending on their type. A lack of leaves or a reduction in the number of leaves produced on all or part of the tree is a sure sign. Other signs include the bark becoming brittle and falling off the tree, limbs dying and falling off, or the trunk becoming spongy or brittle. Look for signs of a dying tree in the following areas:

- A. Leaves:** Deciduous trees lose all their leaves each winter as opposed to evergreen trees who never lose all their leaves at once. Deciduous trees may be dying if they drop their leaves or if their leaves turn brown and brittle during the growing season. If an evergreen tree is dying it will start to show red or brown needles, and once the top third of the plant has needles that are red or brown the tree is dying.
- B. Branches:** A branch that has lost all its bark means that that branch is dead. A branch that starts to lose its bark is dying. Branches will break off when dead in extreme cases, and the tree will die when too many of its branches break off.
- C. Bark:** Bark becomes loose and starts to fall off a dying tree. Brittle bark is also a bad sign.
- D. Roots:** When a tree is dying its roots may turn slimy and host fungus and insects or it may become brittle and break, allowing the tree to fall over.



# ATTACHMENT C: XERIC LANDSCAPE EXAMPLE

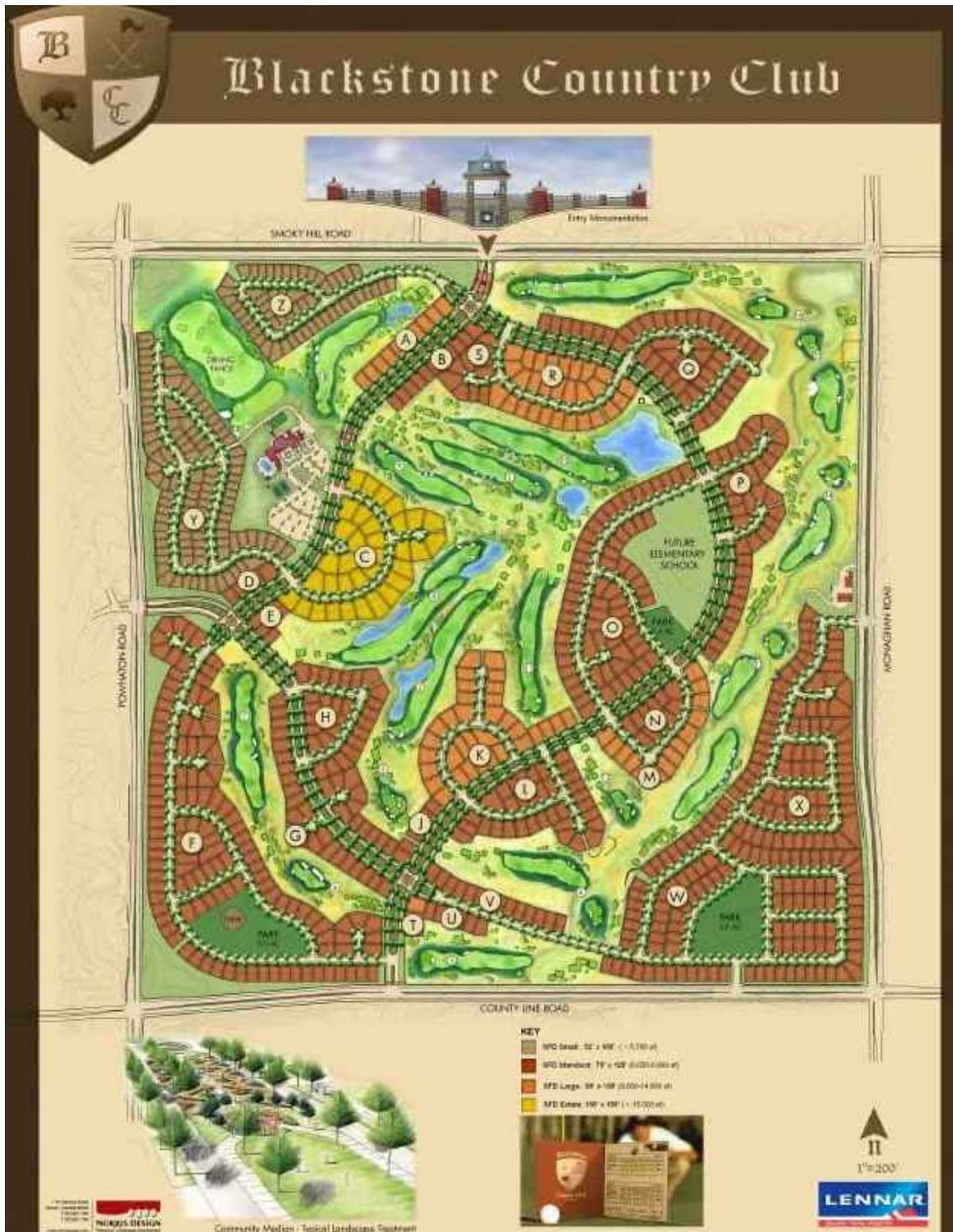
(City of Aurora Landscape Reference Manual page 48)



Notes, Fig. 1:

1. Pavers – The installation of all-natural stone and manmade pavers shown in area A shall comply with requirements found in section (F).
2. Plant beds – Areas D, E, and H are considered to be plant beds and are subject to mulching and planting quantities found in sections (D) and (E).
3. Edging and paths – Cobble edging, item F, and the crusher fine path item G, shall comply with requirements found in section (A).
4. Design – Follow the standards and city codes and don't be afraid to exercise your imagination

# ATTACHMENT D: Small, Standard, Large or Estate Lot Classification



# ATTACHMENT E:

## DESIGN REVIEW REQUEST FORM

### Blackstone Metro District (Blackstone) Design Review Submittal Fees

	Fee	First-Resubmittal	Second-Resubmittal
<b>In-House Reviews</b>			
Satellite Dish	\$0	\$0	\$0
House Painting Storm/Security Door	\$0	\$0	\$0
Addition/Replacement of a single bush/tree	\$0	\$0	\$0
Roofing Repairs	\$0	\$0	\$0
Basketball Hoop	\$0	\$0	\$0
Window Well Covers	\$0	\$0	\$0
<b>Home &amp; Yard Improvements</b>			
Design Review ( <b>New House Build</b> )	\$200	\$0	\$200
Landscaping – Entire Lot	\$75	\$0	\$75
Landscaping – Front or Back Only	\$75	\$0	\$75
Awning/Roof Addition	\$45	\$0	\$45
Addition of bushes/shrubs/trees/mulch	\$45	\$0	\$45
<b>Structures in the Yard</b>			
Trellis/Gazebo	\$45	\$0	\$45
Playground Equipment	\$45	\$0	\$45
Deck/Patio	\$45	\$0	\$45
Retaining Wall	\$45	\$0	\$45
Solar Panels/Device	\$45	\$0	\$45
Water Features	\$45	\$0	\$45
Hot Tub/Spa	\$45	\$0	\$45
Fencing – New Installation	\$45	\$0	\$45

1. Applications for additions/changes listed under "In-House Reviews" may be mailed, faxed, or emailed to Summit Management via the contact information listed below. There is no fee.
2. Other than In-House reviews and Full Landscape/Design submittals, all reviews are \$45 total when submitting together. If you are installing and submitting them at separate times, however, it is two separate review fees, totaling \$90.
3. Please note that applications can take up to 30 days to process from the date that they are received. Applications are processed in the order in which they are received.

4. Applications requiring payment should be taken to the Summit Management office, sent by mail, faxed, or e-mailed. Please see the contact information listed below. Payment must be included before a review can be processed. Please make all checks payable to Blackstone Metro District. For online payment details, please use [paylease.com](http://paylease.com) or email Irene Borisov at [Irene@sammgt.com](mailto:Irene@sammgt.com) for further information.

**INSERT NEW APPLICATION**

# **ATTACHMENT F:**

## **POST INSPECTION CHECKLIST**

# ATTACHMENT G & H & I:

## VIOLATIONS PROCEDURE & PENALTIES & COMPLAINT REVIEW PROCESS

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

### REGARDING POLICIES, PROCEDURES AND PENALTIES FOR THE ENFORCEMENT OF THE GOVERNING DOCUMENTS

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

WHEREAS, pursuant to the terms and conditions of the "Protective Covenants for Blackstone and Mandatory Resident Social Memberships", recorded 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 (collectively, the "**Covenants**"), the District is authorized to promulgate design and/or architectural standards, rules, regulations and/or guidelines (collectively, the "**Guidelines**"); and

WHEREAS, pursuant to the terms and conditions of the Covenants, the District is authorized to adopt, enact, amend, modify and re-enact rules and regulations concerning and governing the Property (as that term is defined in the Covenants) (the "**Rules and Regulations**") and, collectively with the Covenants and Guidelines, the "**Governing Documents**"), and to establish and enforce penalties for the infraction of the Rules and Regulations, including the levying and collection of fines; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District which, until such fees, rates, tolls, charges and penalties are paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, on September 17, 2014, the Board adopted the Resolution Regarding Policies, Procedures and Penalties for Enforcement of the Governing Documents, establishing policies, procedures and penalties for violations of the guidelines, rules and regulations and other policies and procedures of the District, as the same may be amended and supplemented from time to time (the "**Prior Resolution**"); and

WHEREAS, the Board desires to amend and restate the Prior Resolution to establish new policies, procedures, and penalties for violations of the Governing Documents.

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

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

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

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

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

8.01 Advisory Letter. If the District Representative determines that a Continuous Violation of the Governing Documents exists, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an "Advisory Letter" to the Owner by first-class United States mail to the address of the Owner on record according to

the records of the County Assessor ("**Owner's Address**"), notifying the Owner of: (i) the restriction violated and the nature of the Continuous Violation, (ii) that the Owner must have the Continuous Violation corrected within 10 calendar days after the date of the Advisory Letter, and (iii) that failure to timely cure the Continuous Violation may result in potential fines or other sanctions. If, in the discretion of the District Representative, the Continuous Violation requires more than 10 days to cure, the District Representative may extend the cure period or require the Owner to commence such cure within 10 days after the date of the Advisory Letter and diligently prosecute the same to completion. The District Representative may, in its sole discretion, determine that an Advisory Letter is not necessary or appropriate and may instead immediately send a Notice as provided in Paragraph 8 below.

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

8.03 Notice of Ongoing Violation. If after 10 days of the date of the Notice of Continuous Violation, the Owner has not requested a hearing, cured the Continuous Violation or made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing, the District Representative shall send a notice of ongoing violation ("**Notice of Ongoing Violation**") to the Owner's Address demanding that the Owner cure the ongoing Continuous Violation and that a fine has been imposed on the Owner's account pursuant to the fine schedule set forth in Paragraph 7 below. A second Notice of Ongoing Violation shall be sent 10 days thereafter if the Continuous Violation is not cured or arrangements to cure the Continuous Violation are not communicated to the District Representative in writing and the prior fine paid. The second Notice of Ongoing Violation shall advise the Owner of the imposition of an additional fine, pursuant to the fine schedule set forth in Paragraph 7 of this Resolution.

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

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

9.01 Advisory Letter. If the District Representative determines that a Repetitious Violation of the Governing Documents has occurred, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an "Advisory Letter" to the Owner by first-class United States mail to the Owner's Address, notifying the Owner of: (i) the restriction violated and the nature of the Repetitious Violation, and (iii) that any subsequent violations of the same restriction within 45 days of the date of the Advisory Letter may result in the imposition of fines. The District Representative may, in its sole discretion, determine that an Advisory Letter is not necessary or appropriate and may instead immediately send a Notice as provided in Paragraph 5b and/or 8 below.

9.02 Notices of Repetitious Violations. If an Owner subsequently violates the same covenant or rule within 45 days of date of the Advisory Letter, each such instance shall constitute a separate Repetitious Violation for which fines may be imposed pursuant to the fine schedule set forth in paragraph 7. Upon the occurrence of each subsequent Repetitious Violation, the District Representative shall send the Owner a notice advising the Owner of the Repetitious Violation and of the fine to be imposed ("**Repetitious Violation Notice**"). The first such Repetitious Violation Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 10 days of such first Repetitious Violation Notice. The District may impose additional fines with each Repetitious Violation Notice sent after the first Repetitious Violation Notice without the necessity of providing the Owner with the opportunity for a hearing thereafter.

10. Hearings

10.01 If a hearing is requested by the Owner pursuant to paragraph 4.b or 5.b above, the District Representative shall notify the Owner of the date, time, and place of the hearing at least 10 days prior to the hearing. Hearings regarding violations of the Governing Documents shall be conducted by the Board, or a tribunal consisting of District residents or other persons as selected by the Board.

10.02 In the event an Owner fails to request a hearing within 10 days of the date of the Notice of Continuous Violation or the first Notice of Repetitious Violation, as applicable, or fails to appear at a requested hearing, the Board or the tribunal or person designated by the Board to conduct the hearing may make a decision with respect to the violation based on the complaint, results of the investigation and any other available information without the necessity of holding a formal hearing. Failure to request a hearing or to appear at a requested hearing will result in the Owner being deemed to have admitted and acknowledged the violation and the Owner will thereafter be subject to all fines and penalties assessed in connection with the violation. After offering an Owner the opportunity for a hearing in the Notice of Continuous Violation or the first Notice of Repetitious Violation, as applicable, regardless of whether the Owner then requests a hearing or not, the District need not offer the opportunity for a hearing for any additional fines to be imposed for failure to cure a Continuous Violation or for subsequent instances of a Repetitious Violation.

10.03 Decision. If the Board or the tribunal or person designated by the Board to conduct the hearing has made a finding that an Owner is in violation of the Governing Documents, the District Representative shall send notice of violation ("**Notice of Decision**") to the Owner's Address. The Notice of Decision shall set forth the fine imposed, if any, and any additional fines that may be imposed if the Continuous Violation remains uncured or if subsequent instances of Repetitious Violations occur. The District may revoke or suspend the Owner's privileges, impose fines in accordance with the fine schedule set forth below and take such other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents. No hearing shall be required for the imposition of any such additional fines.

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

***Continuous Violations:***

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

***Repetitious Violations:***

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

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

13. Waiver of Fines and Other Amounts. The District may determine enforcement actions on a case by case basis and take other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents. The District Representative may, in its sole discretion, waive all or any portion of any fines and other amounts levied under this Resolution. Additionally, the Board may condition waiver of any fine or other amount(s), upon the Owner coming into and staying in compliance with the Governing Documents.

14. Other Enforcement Means. The provisions of this Resolution shall be in addition to all other enforcement means which are available to the District through the Governing Documents, or by law. Application of this Resolution does not preclude the District from using any other enforcement means, including, but not limited to the recording of liens, foreclosure, and any other legal or equitable remedies available to the District.

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

16. Foreclosure of Lien. All amounts imposed pursuant to this Resolution shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j), C.R.S., such lien being a charge imposed for the provision of services and facilities to the property. Said lien may

be foreclosed at such time as the District in its sole discretion may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land.

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

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

19. Payment. Payment for all fines shall be by check or equivalent form acceptable to the District, made payable to "Blackstone Metropolitan District" and sent to the District within 30 days of the date of the notice sent from the District to the Owner notifying the Owner of the imposition of the fine.

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

21. Prior Resolutions. This Resolution shall supersede and replace in its entirety the Prior Resolution addressing the enforcement of the Governing Documents adopted by the Board.

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

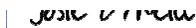
***Signature page follows.***

ADOPTED this 20<sup>th</sup> day of August 2020.

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

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

ATTEST:

  
\_\_\_\_\_  
1R7CA56A58A7417

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

General Counsel to the District

# **ATTACHMENT J:**

## **LEGAL REVIEWS/SIGN OFF**

**Archived:** Thursday, January 20, 2022 1:42:45 PM

**From:** [Jeffrey B. Smith](#)

**Sent:** Thu, 20 Jan 2022 03:44:14 +0000ARC

**To:**

**Subject:** RE: Blackstone Metro District: Short term rental concerns about house next door [000124]

**Sensitivity:** Normal

---

Sabrina,

Section 3.13 of the Declaration allows owners to lease their property. There is no restriction on the time limit of such a lease. As such, short term leasing would be allowed. If the District wanted to prohibit short term rentals it would have to amend the Declaration to prohibit them.

Please let me know if you have additional questions.

Jeff

**Jeffrey B. Smith** :: *Shareholder - Litigation - Department Head*

555 Zang Street, Suite 100, Lakewood, CO 80228-1011

Direct 303.991.2066 :: Main 303.432.9999 :: Fax 303.991.2047

[jsmith@altitude.law](mailto:jsmith@altitude.law) :: [www.altitude.law](http://www.altitude.law)

Links :: 



This law firm may be acting as a debt collector. Any information obtained may be used for this purpose. If you would like to opt out of receiving further electronic communication, reply to this email with STOP in the subject line.

Any information contained in this electronic message is attorney privileged and confidential information intended only for the use of the individual or entity named above. If you have received this message in error, please notify us immediately at 303.432.9999 or at [hoalaw@altitude.law](mailto:hoalaw@altitude.law) and destroy all copies of this message and any attachments.

---

**From:** Sabrina Lopez <[Sabrina@westwindmanagement.com](mailto:Sabrina@westwindmanagement.com)>

**Sent:** Monday, January 17, 2022 3:40 PM

**To:** Jeffrey B. Smith <[JSmith@altitude.law](mailto:JSmith@altitude.law)>

**Subject:** FW: Blackstone Metro District: Short term rental concerns about house next door [000124]

Hi,

I am looking to see if Air bnb's are acceptable at Blackstone Metro District. Can you let me know if allowed?

Sabrina Lopez CMCA®, AMS®

*Association Business Manager*

Westwind Management Group, LLC

27 Inverness Drive East

Englewood, CO 80112

303.369.1800 (x142) Phone

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



WILLIAM P. ANKELE, JR.  
JENNIFER GRUBER TANAKA  
CLINT C. WALDRON  
KRISTIN BOWERS TOMPKINS  
ROBERT G. ROGERS  
BLAIR M. DICKHONER  
GEORGE M. ROWLEY



OF COUNSEL:  
KRISTEN D. BEAR  
K. SEAN ALLEN  
TRISHA K. HARRIS  
ZACHARY P. WHITE  
HEATHER L. HARTUNG  
MEGAN J. MURPHY

EVE M. G. VELASCO  
AUDREY G. JOHNSON  
CAREY S. SMITH V  
ERIN K. STUTZ  
JON L. WAGNER  
NELSON G. DUNFORD

January 28, 2022

VIA U.S. MAIL AND EMAIL  
kris@kpneng.com

Anna and Kryzysztof Nawalany  
7077 S. Patsburg Way  
Aurora, Colorado 80016

Re: Blackstone Metropolitan District: Request for Information  
27799 East Links Place: Lot 3, Block 6 High Plains Country Club Sub 2<sup>nd</sup> Flg

Dear Mrs. and Mr. Nawalany:

Our firm serves as general counsel to the Blackstone Metropolitan District (the “District”). The Board of Directors of the District (the “Board”) requested that we contact you regarding the lack of progress on the construction of the home being built at 27799 East Links Place, Aurora, Colorado (the “Property”). This letter is in response to that request.

As you are aware, the District granted approval of the enclosed Application for Home Improvements and Modifications, with certain stipulations, for the construction of a home on your Property on April 21, 2020 (the “Approved Application”). The time by which the home was to be completed was no later than April 21, 2021, unless an extension was granted. This one-year requirement for completion is stated in Article Two, Section 2.6 of the Protective Covenants for Blackstone and Mandatory Resident Social Membership that were recorded on October 20, 2005 with the Arapahoe County Clerk and Recorder at Reception No. B5158103 (the “Declaration”). Specifically, this section states, in part, that Improvements (as that term is defined in the Declaration) must be completed within one (1) year after the date of approval of the application. If an Improvement is not completed within the one (1) year time period and/or is not constructed in complete conformance with the conditions and requirements of the approval then such lack of completion or conformance constitutes noncompliance.

The work within the Approved Application has not been completed and, in fact, appears to have barely been started. Due to the lack of completion, the District on December 30, 2021, requested that you “submit, in writing, a *plan of action and timeline* for completion of your project no later than 5:00pm on Monday, January 17, 2022 [Emphasis Added]. In response, the District

Anna and Kryzysztof Nawalany

January 28, 2022

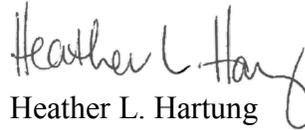
Page 2

received the enclosed letter from KPN Engineering, LLC on January 15, 2022. However, this response did not provide a plan of action or timeline for completion as requested.

In order for the Board to consider an extension of time for completion of construction of the home, the information previously requested must be provided to the District's Manager, Chris Herron, by no later than **5pm on Monday, February 14, 2022**. This information is to include, at a minimum, a timeline for the construction of the home, information on how the site will be maintained during construction and a request for an extension to a specific date for completion of all work associated with the construction of the home. The Board will review the submitted information and any documentation at the District's next regularly scheduled meeting, which is on Thursday, February 17, 2022. For information on how to attend the meeting, feel free to reach out to Chris Herron at (303) 369-1800 or visit the District's website at [blackstonemetro.org](http://blackstonemetro.org). You may also contact our office if you would like to discuss this matter further.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON



Heather L. Hartung  
Of Counsel

Enclosures

cc: Board of Directors, Blackstone Metropolitan District  
Chris Herron, District Manager

7077 S Patsburg Way  
Aurora, CO 80016  
Tel: 1-(720)-298-8446  
kris@kpneng.com

# KPN Engineering LLC

January 15, 2022

**Westwind Management Group LLC**  
27 Inverness Drive East  
Englewood, Colorado 80112

Subject: Construction Schedule  
27799 East Links Place  
Aurora, Colorado 80016

Dear Mrs. Hanson,

In response to your letter dated December 30, 2021, I would like to inform you that we are in the process of backfilling the foundations. We are on schedule to complete the construction by August 31, 2022.

We have an active permit, and all inspections were performed to date. If there is an extension required from the association, we would like to request one.

We trust that this letter provided you with the information you required. Please feel free to call if you have any questions or need further information.

Cordially,

Krzysztof P. Nawalany, P.E,

Managing Member

## High Plains Metro District

Date: 4/21/2020 12:15:52 PM

Krzysztof & Anna Nawalany  
7077 S Patsburg Way  
Aurora CO 80016

Dear **Krzysztof & Anna Nawalany**,

The Architectural Review Committee for the High Plains Metro District has reviewed your recent submittal of the following items. The decision is as follows:

**Item Requested:** New Home Construction

The request is hereby **APPROVED w/ CONDITIONS** as submitted.

**1. The re-submitted American Country style house has been approved for a total of 15 points with conditions. Please refer to the following conditions of approval listed below:**

**2. The location of the house must comply with all required building setbacks from the City of Aurora.**

**3. The submitted variance requests for vertical siding rather than horizontal lap siding and front porch columns that match the rear yard deck columns have been approved by the DRC Committee.**

**4. In accordance with item #8 in the design guidelines, there must be some type of pendant detail on the front gable end.**

**5. In accordance with item #22 in the design guidelines, the front door must be an eight panel door. If desired, it may be more contemporary in style.**

**6. Approvals by the Committee are related to aesthetics and no one should rely upon such approvals as certifying structural integrity, safety, engineering, soil conditions, absence or natural hazards or any other matter. Neither the Board nor the Committee shall have any liability of any defects in the structural integrity, engineering, soil conditions, effects of natural hazards, or any other matters.**

**7. Approval of plans by the Committee does not constitute assurance that the improvements comply with the applicable governmental requirements or regulations or that a permit or approvals are not also required from applicable governmental bodies. Property and any improvements must comply with applicable building codes from the City of Aurora. For general information about the City of Aurora requirements, call the City of Aurora Planning Department at (303) 739-7250.**

**8. The exterior paint colors and materials were not submitted for approval. Please**

**submit this information prior to applying paint, siding, stone, and roofing to the house. The colors and materials must match and/or compliment the overall character of the Blackstone community.**

This conditional approval does not constitute the architectural approval of any change to the approved grading and drainage plans for the subdivision. This also pertains to the installation of any retaining walls not approved on the plot plan. **The homeowner is responsible for obtaining any approvals/permits as required by the city.** It is understood that all work will be in compliance with local, state, and federal laws and codes, and will be completed as promptly and diligently as possible. The association has the right to review/inspect all approved changes to any property at any time as allowed per the CC&Rs of the community.

Should you have any further questions, please feel free to contact as listed below.

Sincerely,

On behalf of the High Plains Metro District  
Board of Directors

**Summit Management & Consulting**

**Mailing Address:** 4950 S. Yosemite St. #F2-506, Greenwood Village CO 80111

**Office Address:** 9101 E. Kenyon Ave, #1200, Denver, CO, 80237

**Phone:** (303) 459-4919 ~ **Fax:** (303) 484-9742 ~ ~ [www.sammgt.com](http://www.sammgt.com)



## Jessica Hanson

---

**From:** Becky McDermott <mcdermott.becky@gmail.com>  
**Sent:** Tuesday, November 30, 2021 10:38 AM  
**To:** Jessica Hanson  
**Subject:** Re: Blackstone Metropolitan District, Basketball Hoop & Parking Courtesy

Hello Jessica!

I appreciate you talking to us today. In regards to the basketball hoop:

It has been in that spot for almost 6 years.

We are unable to put halfway up our driveway due to slope and making it not conducive to play.

We are unable to store and move the hoop as it is too heavy for our kids to move.

Thank you.

On Nov 24, 2021, at 8:38 AM, jessica@westwindmanagement.com wrote:

## Dear Rebecca McDermott,

Recently, Westwind Management Group became the managing agent for Blackstone Metropolitan District. One of our responsibilities is to complete community inspections to identify violations of the governing documents and to send out notification in accordance with the Association's Enforcement Policy.

As we become acquainted with a new community and are working through transitional items, we send email notifications advising owners of possible violations we have noted and requesting corrective action prior to formal enforcement.

This email is to notify you that it was recently noted that there is \_\_\_\_\_ a basketball hoop being stored near the curb and a commercial vehicle being parked in the driveway. Pursuant to the Guidelines and Covenants:

**Basketball Backboards.** No basketball backboards shall be attached to the garage. Only portable basketball backboards shall be allowed and do not require approval if the following guidelines are met: 1) portable units cannot be placed in the public right of ways, streets, or sidewalks; 2) location must be at least half of the length of the driveway away from the street. This location constitutes proper placement and the unit must be kept in this location or stored out of sight.

**3.7.2. Except as may otherwise be set forth in the rules and regulations or Guidelines, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile**

homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, recreational vehicles, golf carts and boat trailers, shall be parked only in enclosed garages...

(Please see the attached photo.)

Please \_\_\_\_\_ ensure that the basketball hoop is placed at least half the length of the driveway from the street and that commercial vehicles are not parked in view of the community (except and unless they are temporarily parked while performing work) upon receipt of this email, or if you believe this notification has been sent in error, please advise.

Thank you for your understanding in this matter.

Sincerely,

Jessica Hanson CMCA®, AMS®, PCAM®  
Director of Administration & Client Services  
Westwind Management Group, LLC  
27 Inverness Drive East  
Englewood, CO 80112  
303-369-1800 (x111) Phone  
303-369-0007 Fax  
[www.westwindmanagement.com](http://www.westwindmanagement.com)



To unsubscribe, click the below link, click the Edit button, then uncheck any communications you do not wish to receive via email. Once finished, click Update to save your changes.

<https://portal.westwindmanagement.com>

<7821 S Queensburg Wy.JPG>

## Chris Herron

---

**From:** Paul Acevedo <[paul@westwindmanagement.com](mailto:paul@westwindmanagement.com)>  
**Sent:** Monday, January 31, 2022 1:40 PM  
**To:** [mcgoffs@comcast.net](mailto:mcgoffs@comcast.net)  
**Subject:** FW: 26921 E. Long Circle variance request  
**Attachments:** Kobilca comments 1-19-22.pdf; Kobilca Const Review 11-08-21.pdf; Kobilca II material variance.docx

---

**From:** Rachel Lee <[rachel@leedesigngrp.com](mailto:rachel@leedesigngrp.com)>  
**Sent:** Friday, January 28, 2022 8:58 AM  
**To:** Paul Acevedo <[paul@westwindmanagement.com](mailto:paul@westwindmanagement.com)>  
**Subject:** 26921 E. Long Circle variance request

Hi Paul,

Attached to this email is the original submittal for 26921 E. Long Circle, the denial and corresponding comments from the applicant, and a variance request for the use of stucco on the proposed house.

The original design of the submitted 'English Country' house included a large amount of stucco. The checklist for English Country style houses does not mention stucco as a material option. The applicant would like to use a combination of stone, board and batt siding, and stucco on their house. In order for them to be able to use stucco as an exterior material, a variance would need to be granted. The applicant is not requesting approval for a variance to allow stucco siding on an English Country house.

Can you please forward this information onto the board for their consideration? Please let me know if there are any questions about the variance review process or the submitted plans.

Thank you!  
Rachel



Lee Design Group LLC  
[rachel@leedesigngrp.com](mailto:rachel@leedesigngrp.com)  
[www.leedesigngrp.com](http://www.leedesigngrp.com)



Zack Kobilca  
24271 E Roxbury Circle  
Aurora, CO 80016

RE: Blackstone Metropolitan District Architectural Request for 26921 E Long Cir  
Account#: 86609

January 19, 2022

Dear Zack Kobilca,

The Design Review Committee for the Blackstone Metropolitan District has reviewed and **DENIED** your architectural request to construct a new single family home, per the plans submitted, based on the following reason(s):

**Please see the attached Blackstone Architectural Standards Review form for all information pertaining to this denial.**

Your patience and cooperation with the architectural review process is appreciated. If you have any questions, please contact the association at:

Sabrina Lopez  
Association Business Manager  
Sabrina@westwindmanagement.com  
303-369-1800 ext. 142

Paul Acevedo  
Administrative Assistant  
Paul@westwindmanagement.com  
303-369-1800 ext. 147

Sincerely,

the Design Review Committee for the  
Blackstone Metropolitan District



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

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**BLACKSTONE / HIGH PLAINS: Architectural Standards Review**

**Applicant:** Wall Custom Homes / Koblca Residence II  
 Contact: Dave Wall  
 12835 E. Arapahoe Road  
 Centennial, CO 80112 Suite 120, Tower 1  
 (303) 792-3001

**Category:** English Country Architecture

**Required Features:**

Point	Feature (asterisk indicates a feature required for approval)
X	*1. Roofing is fiber composite slate (or concrete) shingles in light and dark gray colors.
X	*2. Roof forms are mainly steep 8/12 hips.
X	*3. Eave overhangs at both hip and gable end roofs should be soffit 12". Rake over hungs should be a minimum 12". Frieze becomes part of board and batt detail.
X	*4. Stone in traditional English Cotswold coursing in soft yellow hues.
NO	*5. Siding and trim are cementitious fiber board and batt.
NO	*6. Windows are single hung or casements with divided lite grids. Grids may be in the upper sash only, all windows in residence
X	*7. Hip dormers incorporating two or more vents or windows. One require per residence
X	8. Gable ends in stone and siding with applicable full vent detail.
	9. Gable ends may have a contrasting textured siding pattern.
	10. All cantilevered building projections which do not extend to the ground plane trimmed at the bottom with a horizontal 9-1/2" band.
	11. The cantilevered building projections trimmed with corbels, brackets or outlookers.
NO	12. Stone exterior fireplace chimneys with metal 'chimney pot' termination. Chimney extends to grade on foundation.
X	13. Windows that are vertically oriented casements or fixed units. 3 to 1 height to width ratio.
X	14. Windows that are vertically oriented casements or fixed units. 3 to 1 height to width ratio with stone surround or rough sawn timber header.
	15. Boxed window bays (straight projections) trimmed with textured trim resting on wood corbels.
	16. Cantilevered window bays may also be angled with board and batt siding base.
	17. Window bays on foundation with stone below windows.
	18. Pot shelves for planters on 5-1/2" wide wood corbels. One per residence.
X	*19. Raised panel patterned doors are used at main entry. (See items 21 and 22 for illustrations)
NO	20. Heavy stone flat arched entry element with minimum 48 square foot area.
X	21. Simple wood molding surround used at entry doors.
	22. Entry doors set in stone with stone or rough-sawn timber header.
	23. A one-story covered front porch minimum 60 square feet with square feet with square wood porch columns resting on 24" square masonry piers with wood rail and 1 x 4 balusters with decorative cut.
	24. Wrapped porch with roof. Minimum 12' in length
X	*25. Side or rear porch with roof. Minimum 12' in length
	26. Walk-out elevation deck supported by stone columns 2'x2 square.
	27. Walk-out deck handrail constructed of heavy top and bottom rails with 1 x 4 balusters with decorative cut.
	28. Walk-out deck coved with roof.
X	*29. Textured or pigmented concrete drive with scored pattern.
X	*30. Exterior paint scheme using an 'Historical Color Palette'.
NO	31. Exterior light fixtures using historically appropriate fixtures styles.
X	*32. Masonry percent in excess of City or Aurora Standards.
X	*33. Garage windows in excess of City of Aurora Standards. Windows may be in door and/or walls.

see elev. ->  
 see elev. ->

ok

ok

ok

+ 17 with noted changes

**AAMC** 27 Inverness Drive East | Englewood, CO 80112 | www.westwindmanagement.com  
 Ph: (303) 369-1800 | Fax: (303) 369-0007

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**Total Points**

(10 points required for small lots, 12 points for standard lots, and 15 points for large and estate lots)

X = Requirement satisfied - one point toward total  
 NO = Requirement is not satisfied

*HAD 20 - 3 = 17 points*

**Architectural Review Committee Action: Declined**

1. Thank you for submitting your architecture request for review. Unfortunately, the submitted plans cannot be approved due to non-compliance with several required items from the checklist. In order to move forward, please respond to the comments below and revise and resubmit the plans for further review. (It is noted that the exterior colors, materials, and pigmented concrete color will be submitted prior to construction).

*NOTED  
 SEE elevation  
 #5 +1*

2. Required item #5 states, "Siding and trim are cementitious fiber board and batt". It is noted that a large portion of the house is to be stucco rather than board and batt and that a variance for the stucco is request. In order to process a variance, a written variance request must be submitted for consideration. The variance shall explain the necessity for non-compliance with the design guidelines. Any applicable graphic information should be included with the variance request.

*changed  
 see elevch  
 #6 +1*

3. Required item #6 states, "Windows are single hung or casements with divided light grids. Grids may be in the upper sash only, all windows in residence". Currently, only one window has the required divided light grids. In order to gain the point for this required item for English Country elevations, all windows must have the required light grids.

*Remove*

~~4. In order to gain the point for item #12, the stone chimney must extend all of the way to the grade on foundation. See the example for the guidelines below:~~

*Remove*

~~5. In order to gain the point for item #20, a heavy stone arched entry element must be incorporated into the plans. See the example from the guidelines below:~~

*Remove*

~~6. In order to gain the point for item #31, the historic light fixtures must be illustrated on the elevations.~~



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

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WALL CUSTOM HOMES  
12835 E. Arapahoe Rd.  
Suite 120 Tower 1  
Centennial Co. 80112

January 21, 2022

Jessica Hansen  
High Plains CC (Blackstone CC) design review committee  
Westwind management  
27 Inverness Dr. East  
Englewood, Co 80112

RE:26921 E. Long Circle  
High Plains CC Design review committee variance request.

Category:  
English Country Architecture model home

We have met the criteria set forth for the estate lot category of English country design (15 points minimum) with 17 points and would like to add a material variance to this custom home. The requirement of stone and vertical board and batten siding is being used on this exterior, and we would like to enhance the English country style by adding stucco to create a more authentic look to the home.

Advantages:

- Adding stucco gives the house an additional material and more visual interest.
- The Stucco adds more depth by creating a different surface texture and color tone.
- Stucco is a very durable material and will hold up to the elements., less maintenance better for the overall neighborhood
- Stucco is commonly used in English Country architecture.



The homeowners would like to have this mix of materials of stone, board and batten and stucco for their new custom home. We ask that this variance request be granted.

Sincerely

David Wall

# **MINUTES**

**BLACKSTONE METROPOLITAN DISTRICT**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS | MINUTES**  
**NOVEMBER 15, 2021**  
**(VIRTUAL MEETING)**

**I. ESTABLISHMENT OF A QUORUM & CALL TO ORDER:**

Board Members in attendance were:

Shawn McGoff	President
Maria Elena Daniels	Assistant Secretary
Bret Erickson	Director

Others in attendance were: Management Representative, Chris Herron (Westwind), Clint Waldron (WBA), Curtis Bourgoiuin (CLA), Ben Zand (LandTech), 19 members of the public signed on to the meeting.

The meeting was called to order at 6:01 pm by President, Shawn McGoff.

**II. DISCLOSURE OF ANY CONFLICT OF INTEREST** - There were no conflicts to disclose.

**III. AGENDA REVIEW** – There were no proposed changes to the agenda; it was accepted as presented.

**IV. PUBLIC COMMENT** – There was no public comment.

**V. CONSENT AGENDA** – There was a motion made by Shawn McGoff, seconded by Bret Erickson and carried without objection to approve all consent agenda items, as follows:

Special District Disclosure Notice Pursuant to § 32-1-809, C.R.S.

Bishop and Layton Design (d/b/a Design Concepts) Contract for design services, for entry and streetscape features at two main entries, two secondary entries, three roundabouts and one median area.

Holiday Lighting Additions, as proposed by LandTech, for materials, installation, removal and storage.

**VI. GUESTS & CORRESPONDENCE**

**Board Member Resignation** - The resignation of Board Member, Jill Shadwell was acknowledged by the Board for the record.

**Board Appointments & Oath of Office** - The Board has two vacancies to appoint. A call for candidates was sent out and three candidates submitted their names for consideration: Perry Deeds, Wayne Persutte and Richard Schroder. All three candidates attended the meeting and introduced themselves and their qualifications. Mr. Persutte rescinded his candidacy in favor of the other two being appointed, and in order to accept an appointment to serve on the Architectural Review Committee. On a motion duly made by Shawn McGoff, seconded by Bret Erickson and carried unanimously, Perry Deeds and Rick Schroder were appointed to the Board for the remaining term, ending in May 2022. Clint Waldron also noted that all Board terms will be up for election in May of 2022 due to the statutory change to the election cycle.

Board President, Shawn McGoff, administered the official Oath of Office to Mr. Deeds and Mr. Schroder.

The Board unanimously approved the following slate of Officers: President, Shawn McGoff; Treasurer, Maria Elena Daniels; Secretary, Rick Schroder.

**2022 Insurance Renewal** – Christie Kersnick, Senior Account Manager with Wilson Insurance, introduced herself and provided input on the policy renewals and limits. She answered questions and related the procedure for the renewal process.

**Ben Zand, Account Manager, LandTech** – Reviewed the snow services plan and maps for the upcoming snow season and answered questions. He also provided a landscape report on activity for the prior month and answered questions.

## VII. COMMITTEE REPORTS

**Landscape Committee** – The committee chairperson, Bret Erickson, provided an update to the Board on current committee operations.

**Committee Appointments** - Jennifer Erickson and Timothy Sylvester were appointed to the Landscape Committee by a motion from Bret Erickson and seconded by Maria Elena Daniels, and carried without objection.

**Irrigation Controllers** – A proposal for the replacement of twelve irrigation controllers submitted by LandTech was unanimously approved on a motion made by Shawn McGoff and seconded by Maria Elena Daniels.

There were further questions, and the Landscape Contractor was excused from the meeting.

**Advisory Committee** – There was no committee report.

**Design Review Committee (DRC)** – There was no committee report, but the following items were reviewed.

**7660 Blackstone Pkwy** submitted an appeal to the Board regarding architectural committee denial of a trash container / fence screening. After careful consideration, there was a motion by Shawn McGoff, which was seconded by Maria Elena Daniels and carried unanimously to deny the appeal but waive the fine when the property is brought into compliance.

**Lee Design Group** - The Manager provided a scope of services document and message from the design review consultant. The Board requested proposals for full-service design review consulting, to include progress inspections of new construction.

**Design Guidelines** – Shawn McGoff noted that the Design Guidelines are currently under review by the committee and management.

**Committee Volunteers** – Committee volunteers, Wayne Persutte and Perry Deeds, were appointed unanimously to the committee on a motion by Shawn McGoff and seconded by Maria Elena Daniels.

**Security / Safety Committee** – There was a volunteer for committee appointment, Rick Schroder. On a motion duly made by Bret Erickson, seconded by Maria Elena Daniels and carried unanimously, the committee appointment was approved.

**Social Committee** – There was no committee report.

**Website Committee** – There was no committee report.

**VIII. MINUTES** – Board minutes from the June 28 and July 27, 2021 meetings were provided for review. The Board also received and reviewed the Board meeting minutes from September 19, 2021 and the Budget Workshop minutes from October 12, 2021. All minutes were approved as presented, without objection.

**IX. FINANCIAL REPORT**

**Financial Statements** - The financial reports and detail, including statement of claims, were provided for October 2021, and were reviewed by Curtis Bourgouin with CLA. There were no unanswered questions.

**Public Hearing on 2021 Budget Amendment** – A public hearing, as noted / published in the Aurora Sentinel, was opened for the Board to consider Adoption of a Resolution Amending the 2021 Budget. There were no written comments received, and no comments presented by attendees in the meeting, therefore, the public hearing was closed. Approval of the resolution was moved by Shawn McGoff, seconded by Bret Erickson and carried without objection.

**Public Hearing on 2022 Budget** - A public hearing, as noted / published in the Aurora Sentinel, was opened for the Board to consider a Resolution Adopting the 2022 Budget. There were no written comments received, and no comments presented by attendees in the meeting, therefore, the public hearing was closed. Curtis Bourgouin reviewed the proposed budget document, as revised, in detail and answered questions. A motion was made by Bret Erickson, seconded by Shawn McGoff, and carried by 4 votes in favor to adopt the 2022 Budget, and to appropriate funds as indicated and certify the Mill Levy amount. Maria Elena Daniels abstained from voting, noting there was not enough time to review the budget revisions in advance of the meeting.

**X. LEGAL REPORT**

**May 2022 Election** – A motion was made by Maria Elena Daniels, seconded by Shawn McGoff and carried unanimously, to Adopt a Resolution Calling the May 2022 Election and stating the Designation of Method for Providing Notice of Call for Nominations, by posting on the community website, blackstonemetro.org.

**Adoption of 2022 Annual Administrative Resolution** – Clint Waldron provided the Administrative Resolution / Transparency Notice to the Board for review. He noted that updates will need to be made to the Board member information as well as the meeting location and schedule for the coming year. On a motion duly made by Maria Elena Daniels, seconded by Shawn McGoff, to approve the Administrative Resolution and Transparency Notice, subject to the modifications being made as noted, was carried unanimously.

**Stormwater Management Facility Inspection and Maintenance (I&M) Plan** – The maintenance plan and municipal requirements for stormwater management of the large pond behind the new community sign was discussed. It was noted that the City of Aurora will release permits to the Blackstone Country Club for various improvement projects they are completing in this area, if the District will proceed with annual inspection and maintenance of the pond for detention purposes, as required. A motion was made by Bret Erickson, seconded by Shawn McGoff and carried without objection to accept this maintenance responsibility and plan, and to request that the Landscape Contractor, LandTech, proceed accordingly.

**Special Counsel for Foreclosures** – Clint Waldron provided input to the Board regarding his firm's recommendation to move this collections action / or compliance activity, should foreclosure action be needed, to a firm that specializes in these matters. Shawn McGoff made a motion, which was seconded by Maria Elena Daniels, to engage IDEA Law Group, LLC for any matters involving foreclosures which may arise.

**Termination of Agreement with MS Rialto** – The Board considered the proposed action related to MS Rialto agreements, and on a motion made by Bret Erickson, seconded by Shawn McGoff and carried without objection, the Board agreed to terminate the agreements, as noted: Operation Funding and Reimbursement Agreement, dated April 14, 2010, as amended by a First Amendment to Operation Funding and Reimbursement Agreement, dated November 29, 2010 and Capital Funding, Reimbursement and Acquisition Agreement, dated April 14, 2010.

**XI. MANAGEMENT REPORT**

**Action Items** – Management provided a detailed management action items list for Board review. There were no unanswered questions.

**Late Fee Waivers** – The Manager presented concerns regarding large numbers of account errors and fees / costs posted to owner accounts upon completing the financial conversion and transition review of owner ledgers received from prior management. It was recommended and requested that to facilitate clearing these accounts, Westwind Management’s Accounting Department be authorized to waive late fees previously charged, up to \$60.00 in total, per account. The Board approved this recommendation.

**Onboarding Update** – The Manager noted that Westwind is reaching the close of its initial onboarding of the community to the firm and is ready to assign an Association Business Manager and Administrative Professional to serve the community going forward. Chris Herron introduced the Board and Board Consultants to Sabrina Lopez, CMCA® AMS®, as her selection for Manager.

**XII. UNFINISHED BUSINESS**

**Capital Projects Status Update** – Bret Erickson provided an update on the Park Signs, noting that they are concluding the permitting stage, so this project remains in process. He reported that the sign at S Valleyhead Way and E Alder Corner location was approved. On a motion duly made by Shawn McGoff, seconded by Bret Erickson, and carried unanimously, the Board authorized the Landscape Committee to move forward with the project, pending final review of permitting.

**District Memberships / Representative Reports**

**SARIA** - Shawn McGoff reported on SARIA (South Aurora Regional Improvement Authority), which he noted is a small entity, but is a cooperative of metro districts and is the funding mechanism for regional transportation improvements in southeast Aurora, in collaboration with the city of Aurora. Shawn represents the District’s interests with this entity.

**Wheatlands Park and Recreation Authority** – Maria Elena Daniels is the District’s representative to this authority. It is a separate legal entity, working in collaboration with the YMCA to construct, manage and maintain the new recreation center serving the Wheatlands neighborhood areas. Members of Blackstone Metro District are entitled to a \$10 discount.

**XIII. NEW BUSINESS**

**Lighting Proposal, Hilltop Park and Canyon Park** - Maria Elena Daniels reviewed the project scope proposed and provided the Board with an estimate from Full Spectrum Lighting. After discussion, the Board determined to defer action on this item, pending further Board review.

**Golf Cart Use** – Discussion was held regarding the option for or against personal golf carts being used on the property and in the community. This was referred to legal counsel for consideration, comment, and possible recommendations.

**XIV. PUBLIC COMMENT** – A homeowner thanked Perry Deeds and Rick Schroder for their willingness to serve the community as new Board Members. There were no further comments shared, or questions raised, during this public comment period.

**XV. ADJOURNMENT** – There being no further business to conduct, there was a motion and second, with no objections, to adjourn the meeting at 8:52 p.m.

\_\_\_\_\_ Board Approved

DRAFT

# **FINANCIAL REPORT**

**BLACKSTONE METROPOLITAN DISTRICT**

**FINANCIAL STATEMENTS**

**DECEMBER 31, 2021**

**BLACKSTONE METROPOLITAN DISTRICT  
BALANCE SHEET - GOVERNMENTAL FUNDS  
DECEMBER 31, 2021**

	<u>General</u>	<u>Operations Fee</u>	<u>Debt Service - GO Bonds</u>	<u>Debt Service - Revenue</u>	<u>Capital Projects</u>	<u>Capital Projects - Regional Improvement</u>	<u>Total</u>
<b>ASSETS</b>							
1st Bank	\$ 22,813	\$ 26,691	\$ -	\$ -	\$ -	\$ -	\$ 49,504
Colotrust	2,255,003	96,997	1,584,792	12,789	450,000	284	4,399,865
Accounts receivable	-	266,107	-	-	-	-	266,107
Receivable from County Treasurer	7,516	-	8,455	-	-	-	15,971
Deferred property tax receivable	1,304,232	-	1,537,130	-	-	51,843	2,893,205
<b>TOTAL ASSETS</b>	<u>\$ 3,589,564</u>	<u>\$ 389,795</u>	<u>\$ 3,130,377</u>	<u>\$ 12,789</u>	<u>\$ 450,000</u>	<u>\$ 52,127</u>	<u>\$ 7,624,652</u>
<b>LIABILITIES AND FUND BALANCES</b>							
<b>LIABILITIES</b>							
Accounts payable	\$ 17,176	\$ 88,677	\$ -	\$ -	\$ -	\$ -	\$ 105,853
Prepaid assessments	-	85,267	-	-	-	-	85,267
Due to SARIA	-	-	-	-	-	284	284
Deferred property tax	1,304,232	-	1,537,130	-	-	51,843	2,893,205
<b>TOTAL LIABILITIES</b>	<u>1,321,408</u>	<u>173,944</u>	<u>1,537,130</u>	<u>-</u>	<u>-</u>	<u>52,127</u>	<u>3,084,609</u>
<b>FUND BALANCES</b>							
Fund balances	<u>2,268,156</u>	<u>215,851</u>	<u>1,593,247</u>	<u>12,789</u>	<u>450,000</u>	<u>-</u>	<u>4,540,043</u>
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<u>\$ 3,589,564</u>	<u>\$ 389,795</u>	<u>\$ 3,130,377</u>	<u>\$ 12,789</u>	<u>\$ 450,000</u>	<u>\$ 52,127</u>	<u>\$ 7,624,652</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  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2021**

**GENERAL FUND**

	<u>Amended Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
<b>REVENUES</b>				
Property taxes	\$ 1,288,434	\$ 1,288,173	\$ (261)	\$ 1,226,083
Specific ownership taxes	93,536	93,274	(262)	89,845
Interest income	4,800	1,531	(3,269)	5,299
Other revenue	2,000	6,802	4,802	-
<b>TOTAL REVENUES</b>	<u>1,388,770</u>	<u>1,389,780</u>	<u>1,010</u>	<u>1,321,227</u>
<b>EXPENDITURES</b>				
Accounting	52,000	42,558	9,442	43,720
Audit	4,950	5,000	(50)	4,950
County Treasurer's fee	19,327	19,340	(13)	18,403
Directors' fees	2,800	1,700	1,100	4,700
Director and meeting expense	2,500	-	2,500	1,151
Insurance	35,000	32,931	2,069	27,892
Legal	65,000	56,792	8,208	92,660
Miscellaneous	2,000	3,327	(1,327)	1,268
Payroll taxes	214	145	69	383
Election expense	-	-	-	39,224
Website	1,500	150	1,350	350
Contingency	274,709	-	274,709	-
<b>TOTAL EXPENDITURES</b>	<u>460,000</u>	<u>161,943</u>	<u>298,057</u>	<u>234,701</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	928,770	1,227,837	299,067	1,086,526
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers to other fund	(1,340,000)	(850,229)	489,771	(46,128)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(1,340,000)</u>	<u>(850,229)</u>	<u>489,771</u>	<u>(46,128)</u>
<b>NET CHANGE IN FUND BALANCES</b>	(411,230)	377,608	788,838	1,040,398
<b>FUND BALANCES - BEGINNING</b>	<u>1,047,528</u>	<u>1,890,549</u>	<u>843,021</u>	<u>850,148</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 636,298</u>	<u>\$ 2,268,157</u>	<u>\$ 1,631,859</u>	<u>\$ 1,890,546</u>

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**BLACKSTONE METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2021**

**OPERATIONS FEE FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
<b>REVENUES</b>				
Interest income	\$ 1,200	\$ 33	\$ (1,167)	\$ 1,578
Operations fee (homeowners)	600,000	631,106	31,106	530,519
Operations fee (vacant lots)	30,000	8,198	(21,802)	34,557
Working capital	60,000	39,835	(20,165)	69,500
Design review fees	5,000	430	(4,570)	4,155
Legal collection fees	6,000	2,370	(3,630)	9,465
Violations and late fees	5,000	7,068	2,068	-
<b>TOTAL REVENUES</b>	<u>707,200</u>	<u>689,040</u>	<u>(18,160)</u>	<u>649,774</u>
<b>EXPENDITURES</b>				
Legal - collections	6,000	10,522	(4,522)	17,200
Miscellaneous	2,000	15	1,985	1,280
Community activities	15,000	8,580	6,420	375
Design review	5,000	13,634	(8,634)	7,990
Facilities management - contract	50,000	47,794	2,206	44,954
Facilities management - costs	13,000	5,722	7,278	10,966
Flowers	45,000	-	45,000	16,807
Irrigation repairs and improvements	50,000	41,858	8,142	45,182
Landscape maintenance - contract	195,000	279,564	(84,564)	132,050
Landscape improvements	75,000	8,856	66,144	61,451
Tree and shrub replacement	125,000	20,445	104,555	102,408
Safety	120,000	-	120,000	-
Gas and electric	10,000	12,176	(2,176)	7,114
Trash removal	150,000	152,019	(2,019)	128,609
Water - irrigation	125,000	122,372	2,628	67,290
Grounds maintenance	30,000	15,725	14,275	22,687
Holiday lighting	20,000	12,035	7,965	24,229
Lighting	10,000	5,879	4,121	10,383
Playground inspection and repairs	10,000	4,516	5,484	-
Snow removal	20,000	11,763	8,237	170
Vandalism	2,000	650	1,350	-
Contingency	37,000	-	37,000	-
<b>TOTAL EXPENDITURES</b>	<u>1,115,000</u>	<u>774,125</u>	<u>340,875</u>	<u>701,145</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(407,800)	(85,085)	322,715	(51,371)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers from other funds	125,000	-	(125,000)	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>125,000</u>	<u>-</u>	<u>(125,000)</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCES</b>	(282,800)	(85,085)	197,715	(51,371)
<b>FUND BALANCES - BEGINNING</b>	<u>304,113</u>	<u>300,936</u>	<u>(3,177)</u>	<u>352,308</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 21,313</u>	<u>\$ 215,851</u>	<u>\$ 194,538</u>	<u>\$ 300,937</u>

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## **SUPPLEMENTARY INFORMATION**

**BLACKSTONE METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2021**

**DEBT SERVICE - GO BONDS FUND**

	<u>Amended Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
<b>REVENUES</b>				
Property taxes	\$ 1,503,173	\$ 1,502,871	\$ (302)	\$ 1,430,433
Specific ownership taxes	105,222	102,417	(2,805)	101,671
Interest income	9,000	1,673	(7,327)	11,270
<b>TOTAL REVENUES</b>	<u>1,617,395</u>	<u>1,606,961</u>	<u>(10,434)</u>	<u>1,543,374</u>
<b>EXPENDITURES</b>				
County Treasurer's fee	22,548	22,564	(16)	21,470
Paying agent fees	450	450	-	450
Bond interest - Series 2017	1,114,925	1,114,925	-	1,121,925
Bond principal - Series 2017	300,000	300,000	-	175,000
Contingency	30,577	-	30,577	-
<b>TOTAL EXPENDITURES</b>	<u>1,468,500</u>	<u>1,437,939</u>	<u>30,561</u>	<u>1,318,845</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	148,895	169,022	20,127	224,529
<b>OTHER FINANCING SOURCES (USES)</b>				
Repay developer advance	(331,500)	(331,500)	-	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(331,500)</u>	<u>(331,500)</u>	<u>-</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCES</b>	(182,605)	(162,478)	20,127	224,529
<b>FUND BALANCES - BEGINNING</b>	<u>1,740,923</u>	<u>1,755,726</u>	<u>14,803</u>	<u>1,531,197</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 1,558,318</u>	<u>\$ 1,593,248</u>	<u>\$ 34,930</u>	<u>\$ 1,755,726</u>

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**BLACKSTONE METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2021**

**DEBT SERVICE - REVENUE FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
<b>REVENUES</b>				
Other revenue	\$ -	\$ 12,789	\$ 12,789	\$ -
<b>TOTAL REVENUES</b>	<u>-</u>	<u>12,789</u>	<u>12,789</u>	<u>-</u>
<b>EXPENDITURES</b>				
<b>TOTAL EXPENDITURES</b>				
<b>NET CHANGE IN FUND BALANCES</b>	-	12,789	12,789	-
<b>FUND BALANCES - BEGINNING</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ -</u>	<u>\$ 12,789</u>	<u>\$ 12,789</u>	<u>\$ -</u>

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**BLACKSTONE METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2021**

**CAPITAL PROJECTS FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
<b>REVENUES</b>				
Interest income	\$ 1,500	\$ -	\$ (1,500)	\$ 5,441
<b>TOTAL REVENUES</b>	<u>1,500</u>	<u>-</u>	<u>(1,500)</u>	<u>5,441</u>
<b>EXPENDITURES</b>				
Monumentation	-	12,090	(12,090)	284,537
Park Improvements	50,000	-	50,000	1,023,163
Entryways	400,000	9,385	390,615	193,218
Trees	400,000	359,250	40,750	-
Lighting	25,000	19,504	5,496	-
Roundabout enhancement	241,500	-	241,500	-
<b>TOTAL EXPENDITURES</b>	<u>1,116,500</u>	<u>400,229</u>	<u>716,271</u>	<u>1,500,918</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	(1,115,000)	(400,229)	714,771	(1,495,477)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers from other funds	1,215,000	850,229	(364,771)	46,128
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>1,215,000</u>	<u>850,229</u>	<u>(364,771)</u>	<u>46,128</u>
<b>NET CHANGE IN FUND BALANCES</b>	100,000	450,000	350,000	(1,449,349)
<b>FUND BALANCES - BEGINNING</b>	<u>350,000</u>	<u>-</u>	<u>(350,000)</u>	<u>1,449,350</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 450,000</u>	<u>\$ 450,000</u>	<u>\$ -</u>	<u>\$ 1</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  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2021**

**CAPITAL PROJECTS - REGIONAL IMPROVEMENT FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>Prior Year to Date Actual</u>
<b>REVENUES</b>				
Property taxes - Regional mill levy	\$ 47,801	\$ 47,792	\$ (9)	\$ 45,488
<b>TOTAL REVENUES</b>	<u>47,801</u>	<u>47,792</u>	<u>(9)</u>	<u>45,488</u>
<b>EXPENDITURES</b>				
County Treasurer's fee	717	718	(1)	683
Regional mill levy - Payment to SARIA	47,084	47,074	10	44,805
<b>TOTAL EXPENDITURES</b>	<u>47,801</u>	<u>47,792</u>	<u>9</u>	<u>45,488</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	-	-	-	-
<b>OTHER FINANCING SOURCES (USES)</b>				
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES</b>	-	-	-	-
<b>FUND BALANCES - BEGINNING</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</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**  
**Schedule of Cash Position**  
**December 31, 2021**  
Updated as of February 3, 2022

	<u>General Fund</u>	<u>Special Revenue Fee Fund</u>	<u>Debt Service Fund GO Bonds</u>	<u>Debt Service Fund Revenue</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Regional Imprvmt</u>	<u>Total</u>
<b><u>1st Bank - Checking</u></b>							
Balance as of 12/31/21	\$ 22,812.67	\$ 26,690.54	\$ -	\$ -	\$ -	\$ -	\$ 49,503.21
Subsequent activity:							-
01/06/22 - Transfer from Colotrust	36,000.00	79,000.00	-	-	-	-	115,000.00
01/07/22 - Xcel Energy Autopay	-	(819.61)	-	-	-	-	(819.61)
01/11/22 - Bill.com Payment	(49,429.83)	(64,361.45)	-	-	-	-	(113,791.28)
01/13/22 - Bill.com Payment	(4,779.20)	-	-	-	-	-	(4,779.20)
01/25/22 - Waste Mgmt Autopay	-	(11,669.11)	-	-	-	-	(11,669.11)
01/27/22 - Transfer from Colotrust	20,000.00	35,000.00	-	-	-	-	55,000.00
02/02/22 - Bill.com Payment	(2,585.00)	(39,232.59)	-	-	-	-	(41,817.59)
<i>Anticipated Transfer From Colotrust</i>	<i>5,000.00</i>	<i>15,000.00</i>	-	-	-	-	<i>20,000.00</i>
<i>Anticipated Bill.com Payment</i>	<i>(90.00)</i>	<i>(17,120.64)</i>	-	-	-	-	<i>(17,210.64)</i>
<i>Anticipated Balance</i>	<u>26,928.64</u>	<u>22,487.14</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>49,415.78</u>
<b><u>Colotrust - Savings Account</u></b>							
Balance as of 12/31/21	\$ 2,255,002.91	\$ 96,996.55	\$ 1,584,791.78	\$ 12,788.76	\$ 450,000.00	\$ 283.85	\$ 4,399,863.85
Subsequent activity:							
01/10/22 - Property Tax Deposit (December)	7,516.29	8,455.33	-	-	-	-	15,971.62
01/27/22 - Transfer to Checking	(20,000.00)	(35,000.00)	-	-	-	-	(55,000.00)
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>-</i>	<i>(283.85)</i>	<i>(283.85)</i>
<i>Anticipated Transfer to Checking</i>	<i>(5,000.00)</i>	<i>(15,000.00)</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>(20,000.00)</i>
<i>Anticipated Balance</i>	<u>2,237,519.20</u>	<u>55,451.88</u>	<u>584,791.78</u>	<u>12,788.76</u>	<u>450,000.00</u>	<u>-</u>	<u>3,340,551.62</u>
<i>Total by fund</i>	<u>\$ 2,264,447.84</u>	<u>\$ 77,939.02</u>	<u>\$ 584,791.78</u>	<u>\$ 12,788.76</u>	<u>\$ 450,000.00</u>	<u>\$ -</u>	<u>\$ 3,389,967.40</u>

**Yield Information:**

Colotrust Prime (December 2021) - .0179%

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**BLACKSTONE METROPOLITAN DISTRICT**  
**Property Taxes Reconciliation**  
**2021**

	Current Year								Prior Year			
	Property Taxes	Delinquent Taxes, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	YTD
January	\$ 26,650.29	\$ -	\$ 17,915.32	\$ -	\$ (399.75)	\$ -	\$ 44,165.86	0.94%	0.94%	\$ 29,885.25	0.52%	0.52%
February	1,097,567.43	-	13,318.91	-	(16,463.51)	-	1,094,422.83	38.65%	39.59%	1,107,563.30	40.97%	41.49%
March	231,005.64	(287.59)	18,956.44	80.37	(3,461.98)	-	246,292.88	8.13%	47.72%	127,002.78	4.21%	45.71%
April	250,038.96	-	15,965.27	91.90	(3,751.96)	-	262,344.17	8.81%	56.52%	363,637.37	13.29%	58.99%
May	107,966.40	-	14,469.01	259.33	(1,623.39)	-	121,071.35	3.80%	60.33%	85,659.36	2.71%	61.70%
June	1,069,355.82	-	16,519.34	257.67	(16,044.20)	-	1,070,088.63	37.66%	97.99%	1,008,956.80	37.24%	98.94%
July	30,400.85	-	17,465.13	640.62	(465.62)	-	48,040.98	1.07%	99.06%	27,958.18	0.26%	99.20%
August	9,004.69	-	15,681.45	311.05	(139.74)	-	24,857.45	0.32%	99.38%	15,879.70	0.00%	99.20%
September	7,218.48	-	17,790.67	324.22	(113.14)	-	25,220.23	0.25%	99.63%	27,162.21	0.31%	99.51%
October	-	-	15,621.17	-	-	-	15,621.17	0.00%	99.63%	28,671.65	0.32%	99.83%
November	9,914.04	-	16,016.13	657.18	(158.57)	-	26,428.78	0.35%	99.98%	21,489.91	0.23%	100.06%
December	-	-	15,971.62	-	-	-	15,971.62	0.00%	99.98%	10,767.25	-0.08%	99.98%
<b>\$</b>	<b>2,839,122.60</b>	<b>(287.59)</b>	<b>\$ 195,690.46</b>	<b>\$ 2,622.34</b>	<b>\$ (42,621.86)</b>	<b>\$ -</b>	<b>\$ 2,994,525.95</b>	<b>99.98%</b>	<b>99.98%</b>	<b>\$ 2,854,633.76</b>	<b>99.98%</b>	<b>99.98%</b>

Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied
\$ 1,288,434.00	45.38%	\$ 1,288,172.94	99.98%
1,503,173.00	52.94%	1,502,870.51	99.98%
47,801.00	1.68%	47,791.56	99.98%
<b>\$ 2,839,408.00</b>	<b>100.00%</b>	<b>\$ 2,838,835.01</b>	

**Property Tax**

General Fund	\$ 1,288,434.00	45.38%	\$ 1,288,172.94	99.98%
Debt Service Fund	1,503,173.00	52.94%	1,502,870.51	99.98%
Regional	47,801.00	1.68%	47,791.56	99.98%

**Specific Ownership Tax**

General Fund	\$ 93,536.00	47.06%	\$ 93,273.92	99.72%
Debt Service Fund	105,222.00	52.94%	102,416.54	97.33%
<b>\$</b>	<b>198,758.00</b>	<b>100.00%</b>	<b>\$ 195,690.46</b>	

**Treasurer's Fees**

General Fund	\$ 19,327.00	45.38%	\$ 19,340.44	100.07%
Debt Service Fund	22,548.00	52.94%	22,563.88	100.07%
Regional	717.00	1.68%	717.54	100.08%
<b>\$</b>	<b>42,592.00</b>	<b>100.00%</b>	<b>\$ 42,621.86</b>	

Due To SARIA From 2020	\$ 466.61
Pledged Ptax Collected	47,074.02
Payments to SARIA	47,256.78
<b>Due To SARIA</b>	<b>\$ 283.85</b>

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 Interim Claims List 11/1/21 - 2/10/22**

<b><u>Process Date</u></b>	<b><u>Vendor</u></b>	<b><u>Invoice Number</u></b>	<b><u>Amount</u></b>
11/16/2021	CliftonLarsonAllen LLP	3031088	\$ 4,100.25
11/17/2021	Full Spectrum Lighting, Inc.	Multiple	19,704.00
11/17/2021	Landtech Contractors, Inc	Multiple	33,685.47
11/17/2021	Lee Design Group LLC	BST21/09	555.00
11/17/2021	Pet Scoop, Inc.	Multiple	882.00
11/17/2021	RowCal Corporate CO	Multiple	477.85
11/17/2021	Sequoia Golf Blackstone Country Club	HPMD0129	8,867.93
11/17/2021	Westwind Management Group LLC	Multiple	4,164.84
12/6/2021	CliftonLarsonAllen LLP	Multiple	8,426.93
12/7/2021	Optimal Outsource	OPT0594675	990.40
12/7/2021	Pet Scoop, Inc.	373322	126.00
12/7/2021	Sequoia Golf Blackstone Country Club	HPMD0130	7,913.60
12/7/2021	Waste Management of Denver	1501237-0178-4	11,764.11
12/7/2021	White Bear Ankele Tanaka & Waldron	Multiple	4,147.31
1/10/2022	Aurora Water	Multiple	10,195.74
1/10/2022	Waste Management of Denver	1535024-0178-6	12,017.01
1/10/2022	Xcel Energy	Multiple	1,372.54
1/11/2022	CliftonLarsonAllen LLP	Multiple	6,103.89
1/11/2022	CO Spec District Prop and Liab Pool	POL-0010657	33,393.00
1/11/2022	Dennis & Trisha Desantis	85898	335.00
1/11/2022	Jennifer Brockmeier	Reimbursement	166.78
1/11/2022	Kam Breitenbach	Reimbursement	400.00
1/11/2022	Landtech Contractors, Inc	Multiple	54,026.50
1/11/2022	Lee Design Group LLC	Multiple	465.00
1/11/2022	Pet Scoop, Inc.	377393	252.00
1/11/2022	Sequoia Golf Blackstone Country Club	HPMD0131	4,579.92
1/11/2022	Southdata Inc	993473237	664.17
1/11/2022	Westwind Management Group LLC	Multiple	4,373.86
1/11/2022	White Bear Ankele Tanaka & Waldron	Multiple	9,031.16
1/13/2022	Design Concepts	20870	4,779.20
2/2/2022	CliftonLarsonAllen LLP	3122149	2,585.00
2/2/2022	Design Concepts	20916	1,977.60
2/2/2022	Landtech Contractors, Inc	4195	31,932.00
2/2/2022	Lee Design Group LLC	BST21/12	135.00
2/2/2022	Pet Scoop, Inc.	383746	252.00
2/2/2022	Westwind Management Group LLC	Multiple	4,116.38
2/2/2022	Xcel Energy	53-8016149-9	819.61
		<b>Total</b>	<b><u><u>\$ 289,779.05</u></u></b>

**NEW BUSINESS**

## Chris Herron

---

**From:** Maria Elena Daniels <MariaElenaDaniels@highplainsmetro.org>  
**Sent:** Monday, January 10, 2022 1:44 PM  
**To:** Chris Herron; Sabrina Lopez  
**Subject:** Lighting Proposal for Hilltop Park and Country Club Park  
**Attachments:** Est\_1290\_from\_Full\_Spectrum\_Lighting\_Inc\_\_58944.pdf; Hilltop Park Map\_LL.jpg; Blackstone Hilltop, Country Club Park Proposals 102821.pdf; Country Club Park Map\_LL.jpg; Blackstone Bollard 40 round 1850 lumens.docx

**Categories:** BMD

Hi Chris and Sabrina,

Here are the proposals for lights for Hilltop Park and Country Club Park. Can you add these items to the Board Packet for our next meeting?

- Estimate #1290
- Hilltop Park Map
- **Estimate #1289 (only) -3rd Attachment**
- Country Club Park Map

The new proposal has two outstanding conditions:

- Damages to irrigation or sod will be an extra cost
- They want 50% deposit to start the project Estimate #1290.

I don't if these are deal-breakers or not. If Landtech's irrigation technician works closely with this contractor, there should be a minimal risk of damages to the irrigation. We had a problem with the last project because neither side communicated.

Thanks,  
Maria Elena Daniels

Full Spectrum Lighting, Inc.

6896 E. Archer Dr.  
 Denver, Co. 80230  
 303-204-0949

# Estimate

Date	Estimate #
10/28/2021	1290

Name / Address
Blackstone Metro District DeEtt Glover Westwind Management Group LLC 27 Inverness Drive East Englewood, Co. 80112

			Project
Description	Qty	Cost	Total
Electrical, Install 7 LED bollards on the eastside of the park closest to the houses. Install 2 LED Bollards up the walk path to the playground area. Install 3 bollards along the westside step path up to playground area. Trench all areas some will have to be hand dug because they are close to a transformer. 2 techs	60	160.00	9,600.00
Materials, 12 LED Bollards, 12 Caissons,Electrical supplies wiring,j-boxes,	1	9,524.52	9,524.52
Rental, Trencher	1	350.00	350.00
Permit Fee TBD when Xcel gives us their cost.			0.00
<p>This proposal does not include repairing of any irrigation or cost of sod. We can do this work for Time/Materials or we can have Lantec perform the repair and resodding. With all of this being underground and not knowing what is going to be hit we just can not give an accurate estimate on this work.                      Will require half payment up front.</p> <p>This estimate is for Hilltop Park please see the diagram that Maria Elena has been kind enough to put together.</p>			
		<b>Total</b>	\$19,474.52

Customer Signature \_\_\_\_\_

# Hilltop Park

Lighting layout



Google Earth

200 ft



Full Spectrum Lighting, Inc.

6896 E. Archer Dr.  
 Denver, Co. 80230  
 303-204-0949

# Estimate

Date	Estimate #
10/28/2021	1289

Name / Address
Blackstone Metro District DeEtt Glover Westwind Management Group LLC 27 Inverness Drive East Englewood, Co. 80112

			Project
Description	Qty	Cost	Total
Electrical, Install 7 bollard LED Lights in between the grass and sidewalk to the playground area. Install 6 bollards along the westside of playground. Trench both areas 2 techs	30	160.00	4,800.00
Materials, 13 LED Bollards, 13 Caissons, Electrical supplies wiring, j-boxes,	1	8,780.00	8,780.00
Rental, Trencher	1	350.00	350.00
Permit Fee TBD when Xcel gives us their cost.			0.00
<p>This proposal does not include repairing of any irrigation or cost of sod. We can do this work for Time/Materials or we can have Lantec perform the repair and resodding. With all of this being underground and not knowing what is going to be hit we just can not give an accurate estimate on this work.</p> <p>This estimate is for Canyon Park please see the diagram that Maria Elena has been kind enough to put together.</p>			
<b>Total</b>			\$13,930.00

Customer Signature \_\_\_\_\_

Lighting layout



Google Earth

200 ft



MULTIFAMILY & COMMERCIAL RECONSTRUCTION



Professional Service Agreement

**Blackstone Metropolitan District**  
**c/o Westwind Management Group, LLC**  
**7777 S Country Club Parkway**  
**Aurora, CO 80016**  
**Attn: Chris Heron**

Prepared by: Brent Lehr  
Date: 02/10/2022

**EXTERIOR**  
**ROOFING**  
**SIDING**  
**PAINTING**  
**DECKS**  
**RETAINING WALLS**

**PROMISE DELIVERED**

**Dear Chris Heron,**

Aspen Group is pleased to provide you with a proposal to complete the Stone Column repair work at the Blackstone community located just off Smoky Hill Parkway and Country Club Parkway, Aurora, CO 80016.

Aspen Group is a Licensed Class B General Contractor. The owners have a combined 50 years of experience in the production of large-scale multi-Family projects. We specialize in roofing, siding, painting, deck rebuilding, retaining walls, and much more. The Aspen Group's four owners' backgrounds are in construction, development, and property management. Our goal is to use our combined experiences as professionals to bring each project a superior level of quality and service. This proposal is based on construction code standards for masonry walls and is subject to change based on any Engineering provided. Excludes all permitting.

Your Aspen Group proposal packet includes:

- a. **Proposal**
- b. **Scope of Work**
- c. **Statement of Qualifications**

Below is a summary of the total cost for easy reference:

<b>Blackstone Stone Column Repair</b>	
<b>Total</b>	<b>\$8,293.43</b>

We appreciate the opportunity to provide this proposal to you and hope to earn your business. Please contact me with any questions.

Kind Regards,

*Erica Barkley*

Erica Barkley  
Executive Sales  
720.636.3854  
Erica@aspengroupco.com

## Scope of Work:

This scope is to repair one stone column just off Smoky Hill Parkway and Country Club Parkway. We will provide all necessary manpower, material, supervision, and equipment to complete this work. While onsite I also noticed that down the road still off Smoky Hill there is another column being worked on this proposal does not include this column. We would do the other column however at the same price if done at the same time.

## Stone Pillar Repair

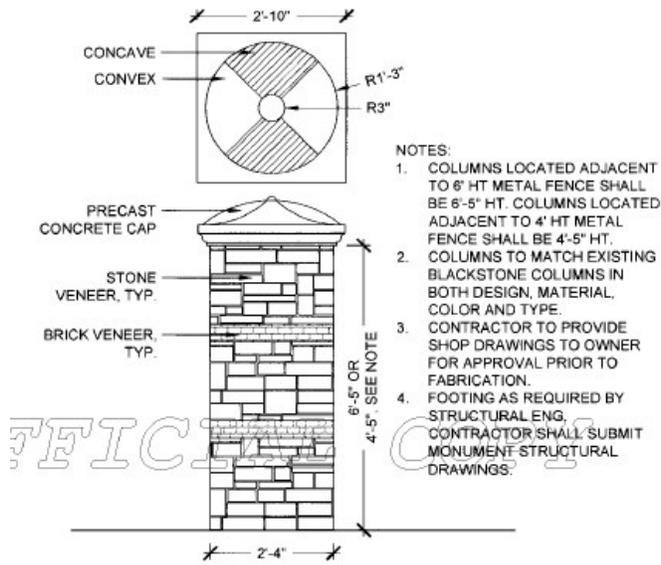
1. Remove fencing which was hit by a car three panels and a smaller panel.
2. Remove and try to reuse as much as possible of the brick/stone from the existing column if able.
3. Remove the existing footing and dispose of material properly.
4. Pour a new footing for the new column.
5. Reset stone/brick per specification from drawings provided.
6. Set a new precast cap to specification from drawings.
7. Reset new fencing panels per factory specifications.

The fence panels could have up to 3-week lead time depending when the order is placed.

The pre-cast stone cap will take approximately 6 to 8 weeks to receive once ordered. We anticipate completing the columns and returning to finish the project once the cap arrives.

## General Conditions:

1. Mobilization of material and equipment
2. Protection of existing property during the repair processes.
3. Pedestrian controls
4. Sanitary
5. Trash Removal
6. Site maintenance
7. Interior protection
8. Temporary protections of fenestrations.
9. Storage of materials and equipment
10. Fencing and site protection
11. Project management
12. Final site Cleaning



Scope of work from print given to us.



This is the column the proposal is based upon. It is located at the corner Smoky Hill Parkway and Country Club Parkway. Additionally, there are the three fence panels needing replaced and the smaller panel to be replaced as well.

### Special Considerations:

Aspen Group will communicate with the Property/Project Manager based on their preference. Printed notices, emails, text, and in person walks are all options. We encourage a daily report with pictures of the day's work go out to the Property/Project Manager for distribution. We will have an onsite Project Manager that will communicate with the Property/Project Manager throughout the project. Each building will be punched out by Aspen Group staff prior to requesting a walk with the Property Manager for completion approval.

Aspen Group will work with the Property/Project Manager to define protocols for accessing your community. The placement of restrooms, roll-away trash containers, secured staging area for material, communication with residents, and the usage of signage signs will all be determined prior to the project beginning. Each property is different and with that becomes specific needs that we will try to meet. Our goal is to establish a very clear line of communication and then deliver a project that exceeds expectation and minimizes disruptions to all involved.

### Warranty:

Aspen Group will provide a 1-year labor and material warranty for all work performed as part of this project.

The warranty is non-transferrable and does not cover

- Surface abuse and/or neglect
- ordinary wear and tear, abnormal usage, misuse, failure to properly maintain the coated substrate in accordance with reasonable and customary maintenance procedures.
- Causes beyond the reasonable control of Aspen Group including, not limited to, damage or defects caused in whole or in part by reason of fire, explosion, flood, war, radiation, act of God, unusual weather conditions, matters normally covered by force majeure, misuse, alteration, abuse, vandalism, negligence, or any other similar or dissimilar circumstance or event beyond the reasonable control of Aspen Group

### Safety:

The Property Manager is invited to attend our weekly safety meetings on site. With each project comes unique and specific safety concerns. We formulate our safety plan per OSHA and State standards, previous experience with similar projects, and the unique features and challenges of each community. Material Safety Data Sheets will be on site for each product we are using along with the necessary safety equipment.

### Change Order:

If any changes are requested by Owners' Representative, a Contract Change order form will be filled out by Aspen Group Project Manager and/or Owner to show all material, labor, and equipment necessary to complete requested work. Change orders will be performed under the same terms and conditions that are included in the original contract. Aspen Group will not be responsible for any delays due to a change order authorization.

### Quality:

Aspen Group will provide quality labor and full-time supervision to complete this project. All work will be in accordance with standard building practices of the region, local building codes, Aspen Group will not be held responsible of damage caused by other contractors or subcontractors.

### Aspen Group Workmanship:

Aspen Group states that all work will be performed in a manner consistent with that of the highest quality and standards in the industry.

1. Aspen Group requires all work specified in a professional manor and all work to comply with all applicable, federal (OSHA), state and local requirements.
2. Aspen Group requires all licenses and building permits as may be required by local and state jurisdiction. Aspen Group requires that all work performed by subcontractors and other trades comply with building and fire codes in the community's jurisdiction, and that all building materials and products be new and applied according to the scope of work.
3. Aspen Group does require a minimum of two weeks from when the contract is executed and the actual start date. In this time, we will be able to schedule staging, labor, and order material. During these two weeks, a pre-construction meeting will be scheduled between Aspen Group and the owner/owner's representative to review schedule and logistics.
4. Any deviation from the contracted scope of work must be documented beforehand by the contractor and delivered to the owner's representative. Written authorization to proceed must be accompany any deviation from the manufacturer's specifications.
5. Contractor shall work closely with Owner's Representative to facilitate full and complete inspections of the work performed by the owner's representative.

### Assumptions, Clarifications and Exclusions:

1. This proposal may be withdrawn by Aspen Group if not accepted within 15 days.
2. Pricing assumes unfettered access to the property during the project.
3. If Aspen Group encounters unforeseen conditions that differ from those anticipated or ordinarily found to exist in the construction activities being provided, Aspen Group retains the right to make an equitable adjustment to the pricing.
4. Client will provide electrical power and water at no charge.
5. Client will provide a location for dumpster on site for trash and material disposal. Aspen Group will provide the dumpsters for the entire job, however, if we are required to switch out dumpsters due to resident's use, Aspen Group reserves the right to charge the client accordingly.
6. Aspen Group will attempt to protect all trees, bushes, and other vegetation on the site. It is the responsibility of others to cut back all plant material a minimum of 12" from paintable surfaces.
7. Mold/Asbestos/Lead Paint: Any detection or remediation of mold, asbestos, and lead paint is specifically excluded from this proposal. Any costs associated with the detection and/or removal of mold, mold spores, asbestos, and lead paint is the responsibility of others.
8. Damage to the physical property that occurred prior to Aspen Group's work not specifically called out in the scope of work is excluded.
9. Proposal accounts for a color change of similar or darker color. If proposal is accepted prior to colors being approved, Aspen Group reserves the right to adjust the proposal amount if color change is a lighter color than existing.
10. Pricing in this proposal is an all-inclusive number. If items are chosen individually, Aspen Group reserves the right to adjust pricing accordingly.
11. Fire-rated sealants, acoustic sealants, interior slab to wall, wet glazing, and slab-on-grade sealant. Similar to dissimilar materials not clearly shown to receive sealant. Temporary water, temporary sanitary, afterhours work and weekend and holidays are excluded

**Payment Terms:**

A deposit amount equal to 35% of the total deposit will be billed at the onset of project. Progress billing will then be sent bi-weekly based on the percentage completed on buildings. Aspen Group will require payment in full once the project is completed. Each building will be signed off by the project manager or their appointee prior to billing. Aspen Group, or its assignee, shall be entitled to collect all reasonable costs and expenses of collection, including but not limited to reasonable attorney fees. Payments past due shall incur a finance charge of 1.5% per month, 18% per annum.

**Terms:**

All material is guaranteed to be as specified, and all work will be performed in a workmanlike manner per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the contract price.

Aspen Group will not be liable for delays caused by labor disturbances, Acts of God, delays in obtaining materials, changes in plans and specifications as the work progresses, or other causes beyond the reasonable control of General Contractor.

Purchaser hereby acknowledges that no promises or representation have been made by Contractor or its agents which are not included herein, and therefore that this Proposal/Contract constitutes the entire agreement of the parties and merges all prior or contemporaneous discussions the parties leading to such agreement. No Terms, except those contained in this Proposal/Contract shall be enforceable between the parties, unless evidenced by a written amendment signed by both parties.

- Stone Column Repair: \$ 8,293.43**

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as provided above.

**AGREED AND ACCEPTED:****ASPEN GROUP***Erica Barkley* 02/10/2022

SIGNATURE                      DATE

by: Erica Barkley**AGREED AND ACCEPTED:****Blackstone**

SIGNATURE                      DATE

by: \_\_\_\_\_

MULTIFAMILY & COMMERCIAL RECONSTRUCTION



**EXTERIOR**  
ROOFING  
SIDING  
PAINTING  
DECKS  
RETAINING WALLS

## STATEMENT OF QUALIFICATIONS

PROMISED DELIVERED

# Aspen Group was born to meet the needs of Property Managers and their Communities and has expanded into both commercial property management and residential clients.

## COMPANY OVERVIEW

Aspen Group is Class A+ rated by the Better Business bureau, with a combined 50-years-experience in delivering quality, on-time reconstruction services for large-scale multi-family and commercial projects.

Our many years of hands-on property management expertise also makes us a perfect fit for delivering superior products to property managers, owners, and homeowners associations (HOA's).

## FOCUSED ON CLIENT SATISFACTION

From day one, our business has been built on outstanding client relationships: which starts with understanding your goals, expectations and needs. Our proven process for defining and meeting client service expectations ensures we deliver on what you want. In recent years, we have fulfilled on a wide range of real-world, budget-conscious projects. While we are on-site, we also are adept at spotting structural issues that, if not taken care of will cost you dearly in the near future. More than once, we have also saved clients huge sums of money by proving to insurance companies that claims that were initially denied have every right to full coverage.

We started in 2012 by helping HOA's navigate multiple, challenging exterior repair needs, without disrupting the quality of daily life in their vibrant communities. Since that time, we have fulfilled on countless challenges, delivering solutions for the full range of demanding, multi-family community reconstruction needs.

## HANDLING PROJECTS OF ANY SIZE

Our successful jobs include doing the exterior remodel of Denver-Metro's widely reported on largest-ever multi-family-construction project: the massive, 190-acre, 1,500+-unit TAVA Waters development. However, we have done reconstruction, for countless other large- and medium-sized multi-family projects that required repair and painting services, roofs, windows, siding, structural-beams and posts, floor sheathing, insulation, stucco surfacing, sidewalks, curbs, stairs and patios. We have handled the instillation of challenging commercial roof-membrane systems and repairs on airport runways.

For every project, no matter the size or complexity, we are committed to the simple principle that we always deliver quality work, on-time. Aspen Group is an owner/operator company. We are in the trenches, on-site every day while your site is being completed.

**Your satisfaction is always Job One.**

OUR BRAND VALUES

These are the values that define our decision-making and what our company and culture embodies every day.

**Integrity**  
**Honesty**  
**Relationship-Driven**  
**Quality**  
**Execution**

# PROMISE DELIVERED



## ROOFING

### High quality; exclusive client benefits

Aspen Group is proud to have achieved the coveted, certified Master Elite Status from America's oldest and largest roofing manufacturer: GAF. This distinction has been awarded to only three percent of U.S. roofers. It allows us to offer extended warranties others cannot.

To achieve this level of certification, roofing contractors must satisfy the highest level of experience, quality craftsmanship, and financial responsibility. All the Aspen Group owners and project managers have completed the Certified Installer Program. Aspen is also a RPI Certified flat roof installer. This ensures we can handle all of your roofing needs, no matter the size or complexity.

## SIDING

### Expert at your many options

Siding is notorious in rebuilding due to the challenging number of options. With Aspen you can relax, as we do quality installation across the gamut: from maintenance-free insulated vinyl and contemporary-but-classic wood cedar, to durable, damageresistant (Portland cement-based) HardiPlank.

Whatever style suits your project, Aspen is experienced in its proper installation.

## PAINTING

### Covering the bases and your exteriors

Hiring commercial painting contractors can be treacherous, when you're facing a major remodel (we've handled 1,500+-unit multi-family behemoths in stride). Regardless of project size or complexity, Aspen covers all the bases, delivering in every area you must consider.

These include: using quality products, properly applied in a variety of settings, having the resources to meet tight deadlines, staying on top of job safety (including environmental concerns), and leaving a clean, wellpainted site. Aspen delivers on these requirements and offers a six-year warranty on all workmanship.



## 50-years-experience in delivering quality, on-time reconstruction services for large-scale multi-family and commercial projects

### CONCRETE AND ASPHALT

**Part science, part craft, all important**

Commercial concrete and asphalt projects can be tricky. They require the right mix of choosing a contractor with a long record of delivering in a specialized construction craft with all the necessary elements at their disposal.

Your chosen partner must possess adequate insurance in a field where quality can vary widely. The best materials and the right equipment must be chosen and trusted to the hands of expertly trained crews with ample experience. Aspen is happy to report we possess all the necessary skills to be trusted as a preferred contractor for the busy Centennial Airport.

### GENERAL CONTRACTOR

**Licensed for standards and safety**

Aspen Group is an ICC Licensed General Contractor. That means we meet the standards of the International Code Council, which has developed the I-Codes to set comprehensive building safety and fire prevention codes to ensure standards for the safe construction of homes, schools and commercial buildings.

Our certification ensures you have a level of third-party validation of our skills you may not have with many other contractors. Aspen uses a structural engineer to assess your needs and define your options and structural-repair-need details. The original assessment is always free to the owner and ensures that projects are done right. It also ensures that the safety of your community is held to a high standard during the preconstruction and construction of your project.

### INSURANCE CLAIMS

**Able to help you through the maze**

Aspen Group has helped several HOA's navigate the complicated process of filing storm claims. Our insurance expertise is just one more area of experience that can help you manage your exterior reconstruction challenges.

We understand the process, timing, and details required to help owners get what they should in replacement value during the claim process. Utilizing Aspen Group during the preliminary stages of an insurance claim will help you maximize the value of your own claim. It's one more way we can go above and beyond the services of the average contractor.



## SAMPLE CLIENT PROJECTS

### TAVA WATERS DENVER, CO

**Giant in scope, excellent in execution**

The \$350 million acquisition of Denver's The Breakers complex was reportedly the largest apartment deal ever recorded in Colorado. The new owners immediately chose Aspen Group to handle a tight-deadlined, complete exterior remodel of the property. It was no small feat.

We handled installing new roofs and siding, and painting for the 140-building, 1,523-unit community (with a 26,000-square-foot recreation center) where 3,000 people now live. In addition to those deadline-driven tasks, Aspen was hired to do extensive concrete replacement, vent cleaning, gutter repair and plumbing work.

TAVA is now a premier rental community with a pristine private lake, athletic club with free private trainers, six pools, hot tubs, putting greens and tennis courts. It was a great project for us. But Aspen treats every client as a V.I.P.

### STURBRIDGE TOWNHOMES HOA ENGLEWOOD, CO

**Multiple repairs, all buildings**

Sturbridge is a snug community in the middle of the Denver metro area, with easy access to downtown. We were asked by the homeowner's association to do several repairs on each of the buildings.

The siding, window trim, shutter replacement, gate repairs were all addressed by our carpentry crews, prior to preparation and two-coat painting process.

The community also had us do all of their concrete walkway replacement and sealant work around each of the units. This included curbs, sidewalks, stairs, and patio replacement.

### CENTENNIAL AIRPORT CENTENNIAL, CO

**Preferred contractor where 800+ planes land**

One of the benefits of being good at construction and repair is you sometimes get trusted to do unusual mission-critical work. That's how we feel about serving as the preferred contractor for the 50-year-old Centennial Airport, one of the busiest general aviation airports in the U.S. (averaging 874 operations a day). Most recently key projects have included concrete replacement, asphalt replacement, epoxy floor coatings, and flat-roof maintenance.

We admit to smiling a bit every time we see the planes taking off and landing on our work there when we pass the airport while driving on I-25.



## SAMPLE CLIENT PROJECTS

### **EMBARCADERO HOA AURORA, CO**

**A thorough inspection  
protects people**

Anyone who's ever owned a building knows routine inspections help you find problems that have developed over time. This was the case when we went to inspect the roofs for this HOA. Aspen discovered a serious structural problem.

Under the guidance and direction of our engineer, we deemed the safety of homeowners was at risk. We immediately shored up the first and second floors where structural members had been compromised.

Aspen removed the existing, damaged sheathing, lumber and building materials. We installed sistered floor joists, to support both floors and new structural posts where necessary. We then installed a new structural beam, new floor sheathing, sill plates and top plates where needed. We put in new batt insulation and reinstalled the vinyl siding.

When the repair was complete, we had to perform roof repairs and install a scupper, tied into the downspout, to minimize further water intrusion. We followed up with the community to review their remaining needs, continuing our relationship, to ensure the integrity of the buildings and the residents' safety.

### **MANHATTAN BEACH DENVER, CO**

**Adding value, saving our  
client \$1mm+**

This project started by us merely being called in for a painting project. In inspecting the buildings, however, we found an alarmingly large number of missing roof shingles, which if not taken care of would soon cause expensive repairs. In speaking with the community manager, we learned Manhattan Beach had filed a claim on the roofs but this was being rejected. However, no one had actually been on the roof to do a proper inspection (including the insurance company adjuster).

After Aspen Group's ownership got on the roofs that day, we found out that the claim filed was only for the wind damage. But we were able to verify the claim should have been for damage from wind and hail. We worked with the insurance company and the board and were able to get all the roofs and gutters replaced by the insurance.

A lot of paint and other weather-related damaged also turned out to be covered. The ownership group at Aspen, saved the HOA more than one million dollars (which the insurance company paid for, after initially denying that incomplete claim). We also were awarded the paint contract.

### **SILVERADO II CONDOMINIUMS, WINTER PARK, CO**

**Expanding building-usability  
at a popular resort**

Silverado II is a beloved condominium, timeshare and event-center complex surrounded by the stunning Colorado Rockies in the heart of Winter Park. Aspen Group installed 250 Squares of EPDM 90-Mil Black Royal Edge Membrane System to the roofs at Silverado II.

We then installed a Unity Rubber Pave Surfacing System as the finished surface for a more enhanced roofing system designed for foot traffic. The good people of Silverado now use this much more comfortable space for wedding venues, music, parties and receptions against that unbeatable mountain backdrop. also turned out to be covered.

“

**Aspen did a very large multi-family project for us (1,600 units \$2M+) and they did an amazing job for us. Had the manpower and supervision to get the job done correctly and on time. They went above and beyond for us and when we added additional scope to their contract, they didn't take advantage and up-charge the change orders. I've also used them several times personally on smaller jobs as well and they treat all jobs the same, as a priority. I would highly recommend Aspen.**

~ Dirk Beck

## SAMPLE CLIENT PROJECTS

### **COURTSIDE AT ARAPAHOE LAKE, ENGLEWOOD, CO**

#### **Coming to the Storm Rescue**

This cozy Colorado community was shaken up by a major hail storm that ravaged the entire community's roofs. Because the devastation was so widespread, the board of directors acted quickly to engage Aspen Group to return the community's sense of safety and comfort.

We had to replace all the roofs, including 1600 squares of steep slope and 240 squares of new TPO flat roof. With the large size of the hail that fell on Courtside, the insurance company also footed the bill for some siding and paint. We were able to maximize the community funds, to get them a full-reside and full paint job.

On top of everything else, there were structural issues with their decks. Though there wasn't enough money in the budget to replace all the decks, Aspen's structural engineer identified the must-fix decks' major structural issues and failures. Then, we developed and delivered on a repair plan that corrected the issues, at a fraction of the cost of deck replacement.

### **ARVADA GARDENS ARVADA, CO**

#### **Another weather disaster, diverted**

This emergency job came on the heels of a giant, 2017 summer hail storm which local TV news blamed for causing more than one billion dollars in damage in the Denver Metro area. Aspen Group's crews were on-site evaluating the Arvada situation within hours of the weather system moving on. The hail storm left the west-facing vinyl siding of buildings looking like a Swiss cheese. The roofs also suffered extensive harm.

We immediately went to work protecting the assets of the community while the insurance claim was being prepared. Aspen prevented furthered water damage to the building by taping all the holes in the siding and tarping and patching the holes in the roofs. The claim was settled quickly, and we went right to work replacing 1400 squares of shingles and 10,000 square feet of siding.

### **SILVERADO II CONDOMINIUMS, WINTER PARK, CO**

#### **Expanding building-usability at a popular resort**

Silverado II is a beloved condominium, timeshare and event-center complex surrounded by the stunning Colorado Rockies in the heart of Winter Park. Aspen Group installed 250 Squares of EPDM 90-Mil Black Royal Edge Membrane System to the roofs at Silverado II.

We then installed a Unity Rubber Pave Surfacing System as the finished surface for a more enhanced roofing system designed for foot traffic. The good people of Silverado now use this much more comfortable space for wedding venues, music, parties and receptions against that unbeatable mountain backdrop. also turned out to be covered.

## EXECUTIVE LEADERSHIP SUMMARY



### NOAH PILLSBURY

#### Operations

Noah Pillsbury is responsible for Aspen Group's overall business and directs strategic and operational planning, business development, and finance functions. He has been involved in the construction industry since he worked with his family's coatings and construction company as a teen-ager.

He started Rocky Mountain Industries in 2001, which focused on exterior reconstruction of residential and multifamily homes. He sold the company in 2009, and then worked for a national brownfield developer, EnviroFinance Group (EFG), leading the acquisitions team, as Director of Business Development, for large all-cash transactions of brownfield redevelopments. His roll at EFG expanded to also include Project Management, where he spearheaded the preliminary stages of

“

**Aspen took the time to properly assess my damaged roof before giving me a complete bid on the work. When you want guys that do the job correctly, Choose Aspen Group.**

~ Doug Lampshire

entitlement, demolition, and cleanup of contaminated land. He left EFG to become the President and a partner at Aspen Group.

Mr. Pillsbury studied Finance at Bowling Green State in Ohio and earned his Master of Science Degree in Real Estate and Construction Management from The University of Denver. Noah is a GAF Master Elite Roofing Contractor, CertainTeed Master Shingle Applicator, Elite Crete Systems Certified Installer, and is also an EPA Lead Safe Contractor.

## EXECUTIVE LEADERSHIP SUMMARY



**CHUCK HORMUTH**  
Construction

Chuck Hormuth has been a leader in the construction industry for more than 15 years. He has built several multifamily communities and installed 100,000's of square feet of roofs. His experience and ability to manage large-scale construction projects brings a high level of confidence to each project that Aspen Group takes on. His experience and current rolls include project sales, project estimation, project management, and construction management.

A few notable jobs Mr. Hormuth has managed include a \$35MM development at Gold Peak at Palomino Park in Highlands Ranch, CO. He managed the new construction of 39 multi-family buildings that consisted of 312 units.

“  
**I love working with Aspen Group. All members are very professional and great to work with. Turner specifically has always been awesome at getting onsite when needed and responsive to needs of my communities.**

~ Tristan Jones

He also built Cottages at Dayton Place, a \$10.5MM project of 41 Senior Living units in Aurora, CO. Mr. Hormuth met with the adjusters for the Insurance Claim at Lake Shore Village, a 250,000 square foot re-roof project and successfully completed the exterior reconstruction of the entire complex. Mr. Hormuth also managed the insurance claim process for storm damage at Mountain Gate III, a 170,000 Sf roofing project including 12 buildings and 12 garages.

Mr. Hormuth met with the adjusters for the insured at Manhattan beach and was able to show the adjuster where the storm damage was, successfully turning a previously denied claim into a full re-roof project for the association. Mr. Hormuth has met with and helped manage the insurance claim and construction process of a number of Homeowners Associations.

Mr. Hormuth received his Bachelor of Science in Business Management from The University of Northern Colorado. He is a ICC Licensed General Contractor, GAF Master Elite Roofing Contractor, GAF Master Commercial Roofing Contractor, CertainTeed Master Shingle Applicator, RPI Certified (flat roof), and an OSHA 10-Hour Certified Contractor.

## EXECUTIVE LEADERSHIP SUMMARY



**SCOTT RYAN**  
Client Services

Scott Ryan runs the day-to-day field operations for Aspen Group. His attention to the detail and experience in Property Management for 16 years gives him real world savvy about what should and should NOT happen on a large-scale exterior reconstruction project. Scott handles the logistics for each project and works closely with owners, HOA's, and Property Managers to ensure a smooth project start-up, then manages the communication between our team and your owners throughout the entire process.

Mr. Ryan uses technology called BuilderTrend to facilitate communication during the project. This software is shared

“

**These guys did worked on my condo complex for two years and they do truly beautiful work. If there is ever an issue, Scott Ryan is prompt and professional, and will take ownership over the matter until it has been rectified.**

~ Chris Johnson

with our clients. It allows you to also post questions or requests throughout the project, and view an updated schedule at any time. Scott's uncanny ability to identify the needs of a community and then execute the best experience for our clients, truly separates Aspen Group from our competition.

Mr. Ryan received his Bachelor of Science from Regis University. He is a GAF Master Elite Roofing Contractor, CertainTeed Master Shingle Applicator, Elite Crete Systems Certified Installer.

## LICENSED AND CERTIFIED



## PROMISE DELIVERED



MULTIFAMILY & COMMERCIAL RECONSTRUCTION

**EXTERIOR**  
ROOFING  
SIDING  
PAINTING  
DECKS  
RETAINING WALLS

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



4955 Miller ST., Suite 202  
Wheat Ridge CO 80033  
303 736-9030  
info@rebuildcorp.net  
[www.RebuildCorp.net](http://www.RebuildCorp.net)

## Proposal of Repair

# Rebuild Corp is proud to provide this proposal to Blackstone Metropolitan District & Westwind Management Group

Thursday, February 10, 2022

Dear Sabrina Lopez, Chris Herron and Blackstone Metropolitan District,

Rebuild Corp is pleased to present the Blackstone Metropolitan District and Westwind Management Group with this proposal of services for the repair of the community entrance monument pillar and fence at your community located at 7568 S Country Club Pkwy Aurora, CO, 80016.

Thank You for the opportunity to provide this proposal and hope to earn your business. Please feel free to contact me with any questions and/or concerns you may have.

With gratitude,

*Angela Belgeri*

Angela Belgeri

(303)994-2441

[angela@rebuildcorp.net](mailto:angela@rebuildcorp.net)

## Company Overview

Rebuild Corp is a Veteran Owned, licensed, and insured General Contractor specializing in the reconstruction of multifamily and commercial communities. The owner has over three decades of experience in the reconstruction industry and has dedicated the time and energy to develop a team of industry experts with decades more experience. Our team has been built on the foundation of providing unwavering integrity, exceptional service, and dedication to our clients. We pride ourselves in exceeding industry standards in Quality and Safety on all projects. The owner's and senior management are all personally involved in every project that Rebuild Corp commits to successfully completing.

## Scope of Work

**This proposal is for services to repair the issues as outlined below.**

Repair the entrance monument pillar and fence as detailed in the attached report to all specifications and standards listed below.

Repair location is on the corner of Country Club Pkwy, and Smoky Hill Parkway (please see below).

Restore, replace missing and damaged stone veneer column components, see issue 2.

Mud-jack the column to restore proper plumb orientation, see issue 5.

Replace four (4) damaged fence panels, totaling **28** linear (L.F.), see issues 3 & 4.

Panels are to be **5'-0" x 7'-9"** with two (2) flat 14gauge **1-1/4"** top rails with twenty (20) 18gauge **5/8"** pickets.

Panels shall be constructed of 100% galvanized steel as well as powder-coated using a high-gloss black.

Pickets shall be set approximately **3-7/8"** on-center (O.C.), depending on changes in the landscape grade rake.

Fabricate and replace the missing top cap, see issues 2, 6, & 7.



*Repair Location*

## Warranty

Rebuild Corp will provide a One (1) year labor and material warranty from the date of substantial completion of the project. This warranty does not cover-

- 1) Surface abuse and/or neglect
- 2) Natural catastrophic events or "acts of god"
- 3) Surfaces exposed to excessive wear and/or foreign substances
- 4) Failure due to lack of maintenance
- 5) Excessive use of harsh chemicals

## Clarifications, Assumptions, and Exclusions

- 1) Rebuild Corp may withdraw this proposal if not accepted by the client, within 30 days of receipt.
- 2) No “intrusive” or “destructive” testing was performed in the preparation of this proposal. Any hidden unforeseen damage or underlining issues not visible during our inspection(s) of the property are excluded for this proposal and will be addressed via a change order. this project.
- 3) Client will provide an area for the required site conditions (Temporary toilets, fencing, storage, etc.). This “staging area” location will be agreed upon by both parties.
- 4) Mold/Asbestos/Lead- Any detection or remediation of mold, asbestos and/or lead paint is explicitly excluded from this proposal. Any cost associated with the detection and/or removal of such items is not the responsibility of Rebuild Corp.
- 5) This Proposal assumes unfettered access to the property during the duration of the project.
- 6) This proposal is priced using bulk pricing for a complete project. If the board chooses part of the proposal or would like phase the proposal, there will be additional mobilization charges.
- 7) For all proposals written to the specifications detailed in provided engineered drawings, Rebuild Corp Reserves the right to submit a Request for Information, or R.F.I. for any issue discovered in the pre-construction or construction process that requires clarification or direction from the Engineering Agency, as well as a Change Order for any and all increased scopes associated with the R.F.I. response.

## Terms

Rebuild Corp will not be liable for delays caused by labor disturbances, Acts of God, delays in obtaining materials, changes in plans and specifications as the work progresses, or any other causes beyond the reasonable control of a General Contractor. Purchaser hereby acknowledges that no promises or representation have been made by Contractor or any of its employees which are not included herein, and therefore this Proposal/Contract and its attachments constitute the entire agreement of the parties and merges all prior or contemporaneous discussions the parties leading to such agreement. No Terms, except those contained in this Proposal/Contract shall be enforceable between the parties, unless evidenced by a written amendment signed by both parties. All material is guaranteed to be as specified, and all work will be performed in a professional workmanlike manner per standard industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the contract price.

## Change Orders

If there are any changes or additions to this scope of work requested by the HOA board, a contract change order form will be submitted to the HOA for approval. Change orders must be approved by both parties before the additional work is performed.



# Pricing

Description	
Monument and Fence Repair	
<b>Total</b>	<b>\$17,169.00</b>

**\*Project will be billed in full upon completion, payment is requested upon receipt.**

Rebuild Corp reserves the right to withdraw or amend this proposal if not accepted by the client within 30 days of the date of submission. Due to the volatile nature of materials and labor, we reserve the right to amend the project costs if not commenced within 60 days of submission.

# Acceptance of Proposal

The Acceptance of this proposal signifies the Rebuild Corp is Chosen as the Contractor for the Scopes of Repair outlined in this proposal. Rebuild Corp will than provide the HOA with a Construction Contract detailing all options and pricing approved for Execution by an authorized HOA representative.

**AGREED AND ACCEPTED:**

**Blackstone Metropolitan District**

**Representative**

\_\_\_\_\_

**AGREED AND ACCEPTED:**

**Rebuild Corp**

*Angela Belgeri*

**February 10, 2022**

\_\_\_\_\_

SIGNATURE

DATE

**By:**

\_\_\_\_\_

SIGNATURE

DATE

**By: Angela Belgeri**

**Account Manager**

\_\_\_\_\_

# Blackstone Metropolitan District

STONE COLUMN

Friday, 28 January 2022

**8 Issues Identified**



### Issue 1

Overview

Corner of Country Club Pkwy, and Smoky Hill Pkwy

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### Issue 2

Damaged Column

Brick areas are 28" square, masonry varies from 28" up to 30" square. Top cap is missing, height of the column without it is 5'6"

Top cap to be custom ordered

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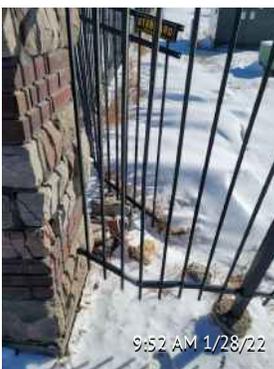


### Issue 3

Damaged Fence

Three 8' sections of 5' tall steel fence need replaced

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### Issue 4

Damaged Fence

Replace one (1) 3' section of 5' tall steel fence

---



### Issue 5

Damaged Column

Out of plumb; requires mud-jacking



### Issue 6

Damaged Column

Column is CMU, 20" by 20", capped with poured concrete beneath the top cap



### Issue 7

Example: Intact Column

Undamaged column is 6' tall with a elaborate top cap



### Issue 8

Top Cap

Top cap is a single piece of precast concrete 34" square and 5" thick, with the central dome rising another 5 1/2"



*Preliminary Proposal*  
*for*

***Blackstone Metro District***

***Column/Ornamental Repair***

***E. Smoky Hill & S. Country Club Pkwy***  
***Aurora, CO 80016***  
***February 10, 2022***

Date	February 10, 2022	
Preliminary Proposal for Blackstone Metro District		
<b>SUMMARY</b>		
	<b>Repair Description</b>	<b>Total Cost</b>
00	Supervision & Site Specifics	\$ 2,235.00
01	Stone column Repair	\$ 10,714.00
02	Ornamental fence repair	\$ 4,229.00
<b>Grand Total</b>		<b>\$ 17,178.00</b>
<b>PROPOSAL QUALIFICATIONS:</b>		
1	The basis for this estimate is a site walk conducted by Reconstruction Experts and Blackstone Metro District c/o Westwind Management Group LLC.	
2	This estimate incorporates industry standard construction repair and project costs extended by unit counts, or as lump sum estimates, for locations and/or general categories of the repair and/or estimate items. The term "Unit" as used herein does not denote unit pricing.	
3	Construction repairs shall be performed in accordance with all applicable building codes, and in accordance with OSHA Safety and Health Standards for the Construction Industry (29 CFR Part 1926).	
4	Open Items to be performed on a Time and Material basis or as a lump sum Change Order upon full evaluation of repairs required.	
5	Allowance items are for scope that needs further specification or for unknown quantity. Allowances will be accounted for with an add or deduct change order at the completion of the line item. Supporting documentation may include a detailed cost report and log of hours to be billed at RE's 'schedule of rates'.	
6	Should additional information or currently unknown conditions be discovered and made available, Reconstruction Experts, Inc. retains the right to revise and supplement this estimate accordingly.	
7	This bid is excluding Permits. Permitting cost To Be Determined upon final scope selection.	
8	Reconstruction Experts is not an engineer, architect or design professional and does not represent itself as such.	
9	Colors and Textures of new materials to match as close as possible to existing. Note: Current Colors and textures are naturally worn and weathered and cannot be matched perfectly.	
10	This pricing is good for a period of thirty (30) days after delivery of this bid, after that period RE reserves the right to revise pricing.	
11	In the event of a significant delay or price increase of material or equipment occurring during the performance of the Contract through no fault of Contractor, the price, time of completion and/or contract requirements shall be equitably adjusted by Change Order. A change in price of an item of material or equipment will be considered significant when the price of an item increases 20% between the date of the Contract and the date of installation.	
12	Once contract is awards the lead time on purchased materials is 4-6 weeks.	

Date February 10, 2022

Preliminary Proposal for Blackstone Metro District

<b>00</b>	<b>Supervision &amp; Site Specifics</b>			
	<b>Repair Description</b>	<b>Repair Quantity</b>	<b>Unit Type</b>	<b>Price</b>
<b>0.1</b>	<b>Project Supervision</b>			\$ 2,235.00
<b>0.1.1</b>	<b>Oversee job and be available for consulting with homeowner, engineers and city officials.</b>			
a.	Superintendent to manage day to day activities, progress of work, coordinate deliveries, subcontractors and required inspections.	1	LS	Included
b.	Project Manager to prepare and submit schedules, RFIs, and maintain contractual obligations.	1	LS	Included
<b>0.2</b>	<b>Site Prep and Work</b>			
<b>0.2.1</b>	<b>Site setup and coordination of equipment deliveries. Includes mobilization, safety issues, conveniences and other items required to commence and effectively complete project.</b>			
a.	Mobilization - Continuing transportation costs for delivering supplies, men and equipment, including travel time, through the course of project work.	1	LS	Included
b.	Dumpster/Debris Removal	1	LS	Included
c.	Site Safety Fence: Delivery, set-up and return.	1	LS	Included
d.	Safety Supplies	1	LS	Included
e.	Jobsite Signage	1	LS	Included
f.	General Labor	1	LS	Included
<b>00</b>	<b>Supervision &amp; Site Specifics</b>	<b>TOTAL</b>		<b>\$ 2,235.00</b>

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Preliminary Proposal for Blackstone Metro District

01	Stone column Repair	Repair Quantity	Unit Type	Price
1.1				\$ 10,714.00
a.	Demo concrete/stone column saving stone where possible to maintain look of column	1	LS	Included
b.	Furnish and install footer per detail	1	LS	Included
c.	Furnish and install CMU bricks to build structure of column to measure 2'4" wide squared X 6'5" tall per detail	1	LS	Included
d.	Furnish and install stone and brick to match existing brick & stone veneer on the outside of column to maintain look per detailed plans	1	LS	Included
e.	Replace precast concrete cap per detail plans	1	LS	Included
f.	Clean up work area	1	LS	Included
01	Stone column Repair	TOTAL		\$ 10,714.00

Date February 10, 2022

Preliminary Proposal for Blackstone Metro District

<b>02</b>	<b>Ornamental fence repair</b>		Unit Type	
	<b>Repair Description</b>	Repair Quantity		<b>Price</b>
<b>2.1</b>				<b>\$ 4,229.00</b>
a.	Demo and remove damaged section of fencing	1	LS	Included
b.	Dig 24" holes for ornamental fence posts & install posts embedded in concrete ensuring posts are level & plum	5	EA	Included
c.	Furnish and install ornamental fence sections measuring 8' w X 6" t with 5/8" pickets	5	EA	Included
d.	Furnish and install hardware to secure fencing to posts and column	12	EA	Included
e.	Clean up work area	1	LS	Included
f.	Demobilize	1	LS	Included
<b>02</b>	<b>Ornamental fence repair</b>	<b>TOTAL</b>		<b>\$ 4,229.00</b>