

CONSENT AGENDA

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

I. ATTENDANCE & CALL TO ORDER

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

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

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

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

IV. PUBLIC COMMENT

Attorney Waldron opened the meeting for public comment.

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

V. CONSENT AGENDA

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

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

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

VI. SARIA PRESENTATION

- a. Tom George and Andrew Wheeler reviewed the request from SARIA to amend the Service Plan and the proposed Amendment to Service Plan. Mr. George and Mr. Waldron answered Board questions. Following discussion, upon a motion duly made and seconded, upon vote, unanimously carried, the Board approved the Amendment to Service Plan regarding ARI Mill Levy.

VII. FINANCIAL REPORT

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

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

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

VIII. LANDSCAPE REPORT

- a. Ben Zand, Account Manager with LandTech Contractors, LLC, presented the recent landscape activities – Fall cleanup schedule; Hilltop Park shrubs; sod replacement at the Monahan entrance; detention pond inspections; installation of holiday lighting update.
 - 1. Consider 2024-2025 Landscape Maintenance Contract with LandTech – Upon motion duly made by Director McCall, seconded by Director Liles, upon vote, unanimously

carried, the Board approved the 2024-2025 Landscape Maintenance Contract with LandTech with the 2% increase in 2025-2026.

2. Consider 2024 Tree Installation Proposal – Tabled until April 2024.
- b. Consider Work Order for 2024 Tree Planting Management for New & Warranty Trees Proposal from Tree Analysis Group, LLC – Following discussion, upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board approved the Work Order for 2024 Tree Planting Management for New & Warranty Trees Proposal from Tree Analysis Group, LLC. Upon motion duly made by Director McCall, seconded by Director Deeds, upon vote, unanimously carried, the Board amended the previous motion to not approve the Work Order for 2024 Tree Planting Management for New & Warranty Trees Proposal from Tree Analysis Group, LLC.

IX. COMMITTEE REPORTS

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

2024 summer event.

X. LEGAL REPORT

- a. Attorney Waldron presented the 2024 Annual Administrative Resolution. Upon motion duly made by Director McGoff, seconded by Director Monahan, upon vote, unanimously carried, the Board adopted the 2024 Annual Administrative Resolution.
- b. Mr. Bourgouin reviewed the implementation of accessibility standards for individuals with a disability for information technology systems employed by the District.

XI. MANAGEMENT REPORT

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

XII. DISTRICT MEMBERSHIP/REPRESENTATIVE REPORTS

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

November 20, 2023.

XIII. OTHER BUSINESS

- No other business reported.

II. PUBLIC COMMENT

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

III. ADJOURNMENT

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

Minutes approved: _____ Date: _____

Blackstone Metro District Interim Claims List 4/11/24 - 5/14/24

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
4/16/2024	Terrence Kane	Refund-27208	\$ 165.00
4/28/2024	Firstbank Credit Card Center	Reimbursement Feb24	83.66
5/2/2024	CliftonLarsonAllen LLP	L241139857	21.60
5/2/2024	South Aurora Regional Improvement Authority	Feb-24	135,574.55
5/2/2024	Storm water Asset Protection LLC	PS-INV103006	1,179.31
		Total	<u><u>\$ 137,024.12</u></u>

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BLACKSTONE METROPOLITAN DISTRICT
APPROVING SERVICE PLAN AMENDMENT**

WHEREAS, the City of Aurora (the “City”) previously approved the Second Amended and Restated Service Plan (the “Service Plan”) for the Blackstone Metropolitan District (the “District on July 26th, 2010, as amended by a First Amendment approved by the City_May 15, 2017;

WHEREAS, the District previously entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the “SARIA Establishment Agreement”) and is a member district of the South Aurora Regional Improvement Authority (“SARIA”), and, consistent with the Service Plan and the SARIA Establishment Agreement, the District has approved an ARI Master Plan (as defined in the SARIA Establishment Agreement) and has pledged its ARI Mill Levy (as defined in the Service Plan) to SARIA;

WHEREAS, SARIA previously issued special revenue bonds to fund, in part, regional improvements consistent with the SARIA Establishment Agreement, and SARIA desires to issue additional debt to finance additional regional improvements, but SARIA has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are parties to the SARIA Establishment Agreement; and

WHEREAS, the Board of Directors of the District (the “Board”) has determined that an amendment to the Service Plan is necessary to make certain revisions to the ARI Mill Levy in order to facilitate the issuance of debt by SARIA to fund additional regional improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents, as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BLACKSTONE METROPOLITAN DISTRICT AS FOLLOWS:

1. The Board hereby approves the amendment to the Service Plan attached hereto as **Exhibit A** and incorporated by reference herein (the “Service Plan Amendment”).
2. The Board directs and authorizes the District’s manager, legal counsel, accountant and/or other consultants, in coordination with each other, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora’s full and final approval of the Service Plan Amendment.
3. The Board further authorizes SARIA and its manager, legal counsel, accountant and/or other consultants, in coordination with the District’s consultants, to submit the Service Plan Amendment to the City of Aurora for consideration and to take any and all actions reasonably necessary to obtain the City or Aurora’s full and final approval of the Service Plan Amendment on behalf of the District.

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ADOPTED AND EFFECTIVE THIS 7th day of NOVEMBER, 2023.

BLACKSTONE METROPOLITAN DISTRICT

Shawn P. McGoff
/s/: [Shawn P. McGoff \(Dec 1, 2023 16:41 MST\)](#)

Name: Shawn P. McGoff

Title: Board President

ATTEST:

Lisa Monahan
/s/: [Lisa Monahan \(Dec 4, 2023 15:44 PST\)](#)

Name: Lisa Monahan

Title: Secretary

Exhibit A to Resolution

[attach Service Plan Amendment]

**SECOND AMENDMENT
TO
SERVICE PLAN
FOR
BLACKSTONE METROPOLITAN DISTRICT**

City of Aurora, Colorado

Service Plan approved by the City of Aurora on July 26th, 2010, as amended by a First Amendment approved by the City of Aurora on May 15, 2017

This Second Amendment Dated ____, 2024

I. INTRODUCTION AND PURPOSE OF SECOND AMENDMENT

The City of Aurora approved the Second Amended and Restated Service Plan for Blackstone Metropolitan District (the “District”) on July 26, 2010, as amended by a First Amendment approved by the City on May 15, 2017 (collectively, the “Service Plan”). This Second Amendment to Service Plan (“Amendment”) is intended to be read in conjunction with the Service Plan.

Since the time the Service Plan was approved, the District entered into that certain South Aurora Regional Improvement Authority Establishment Agreement (the “SARIA Establishment Agreement”) and is a member district of the South Aurora Regional Improvement Authority (“SARIA”). The SARIA Establishment Agreement is considered an ARI Establishment Agreement and SARIA is considered an ARI Authority pursuant to the Service Plan, as those terms are defined in the Service Plan.

Consistent with the Service Plan and the SARIA Establishment Agreement, the District has pledged its ARI Mill Levy to SARIA.

SARIA previously issued its Special Revenue Bonds, Series 2018, to fund, in part, Regional Improvements consistent with the SARIA Establishment Agreement (the “Regional Improvements,” as defined in the SARIA Establishment Agreement). SARIA desires to issue additional debt to finance additional Regional Improvements, but has determined that the ARI Mill Levy as currently set forth in the Service Plan poses various challenges to the issuance of debt funded by the ARI Mill Levy of the District and all other districts that are party to the SARIA Establishment Agreement.

The District, as well as SARIA and all the other districts that are parties to the SARIA Establishment Agreement, have determined that certain revisions to the ARI Mill Levy as set forth in the service plans of each of the districts, by way of this Amendment, will facilitate the issuance of debt by SARIA to fund additional Regional Improvements for the benefit of SARIA, the District, the other districts that are parties to the SARIA Establishment Agreement, and their collective and respective residents, owners, taxpayers and constituents.

The limited purpose of this Amendment is to amend the Service Plan’s definition of ARI Mill Levy as further set forth below.

II. AMENDMENT

The District’s Service Plan is hereby amended as follows:

Section A of the definition of “ARI Mill Levy” in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

A. For a district with property within its boundaries developed with any residential uses means the mill levy imposed for payment of the costs of the planning, design,

permitting, construction, acquisition and financing of the improvements described in the ARI Master Plan, which: (i) shall be one (1) mill for collection beginning for each district in the first year of collection of a debt service mill levy by such district and continuing in each year thereafter through the twentieth (20th) year; and (ii) shall be five (5) mills from the twenty-first (21st) year through the forty-second (42nd) year or the date of repayment of the debt incurred for Public Improvements, other than Regional Improvements, which ever first occurs; and (iii) for an additional ten (10) years, the mill levy shall be equal to the mill levy certified by such district for the tax year 2023 for collection in 2024; and

Additionally, Section D of the definition of “ARI Mill Levy” in Section II of the Service Plan shall be deleted in its entirety and replaced with the following language:

D. If, on or after January 1, 2004, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut, or abatement, all mills described in this ARI Mill Levy definition may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2004, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

III. CONDITIONAL EFFECTIVENESS OF AMENDMENT; REFUNDING OF 2018 BONDS AS CONDITION PRECEDENT

It is acknowledged that SARIA previously issued its South Aurora Regional Improvement Authority Special Revenue Bonds, Series 2018, in the original amount of \$11,265,000, on December 19, 2018 (the “2018 Bonds”). It is further acknowledged that the 2018 Bonds are secured, in part, by the pledge of the District’s ARI Mill Levy as such ARI Mill Levy is defined in the District’s Service Plan prior to this Amendment. Nothing in this Amendment is intended to alter, amend, limit or otherwise affect the ARI Mill Levy as pledged toward the 2018 Bonds.

Therefore, it is expressly stated that this Amendment shall only take effect upon the condition precedent that the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full, and this Amendment shall not be of any force and effect unless and until the 2018 bonds are refunded, repaid, defeased, or otherwise paid in full.

IV. EFFECT OF AMENDMENT

All capitalized terms used but not otherwise defined in this Amendment shall have the definitions ascribed to them in the Service Plan. Except as specifically amended as set forth above, all other provisions of the Service Plan shall remain in full force and effect. To the extent there are any inconsistencies between this Amendment and the Service Plan, this Amendment shall control.

V. REQUESTED APPROVAL

It is hereby requested that the City Council of the City of Aurora, Colorado, which has jurisdiction to approve this Amendment by virtue of Section 32-1-207(2) C.R.S., *et seq.*, as amended, adopt a resolution of approval which approves this Amendment to the Service Plan as submitted.

FINANCIAL REPORT

BLACKSTONE METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

APRIL 30, 2024

Draft

Blackstone Metro District
Balance Sheet - Governmental Funds
April 30, 2024

	<u>General</u>	<u>Special Revenue</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Capital Projects - Regional Improvement</u>	<u>Total</u>
Assets						
Checking Account	\$ 11,412.69	\$ 68,234.16	\$ -	\$ 1,179.31	\$ 135,574.55	\$ 216,400.71
Colostrust	2,515,607.49	28,095.02	2,393,787.35	538,722.87	22,088.02	5,498,300.75
Accounts Receivable	-	167,660.51	-	-	-	167,660.51
Receivable from County Treasurer	191,974.99	-	118,361.32	-	31,839.27	342,175.58
Total Assets	<u>\$ 2,718,995.17</u>	<u>\$ 263,989.69</u>	<u>\$ 2,512,148.67</u>	<u>\$ 539,902.18</u>	<u>\$ 189,501.84</u>	<u>\$ 6,224,537.55</u>
Liabilities						
Accounts Payable	\$ 19,796.67	\$ -	\$ -	\$ 2,115.56	\$ 135,574.55	\$ 157,486.78
Retainage Payable	-	-	-	81,835.16	-	81,835.16
Due to SARIA	-	-	-	-	53,927.29	53,927.29
Prepaid assessments	-	48,721.28	-	-	-	48,721.28
Total Liabilities	<u>19,796.67</u>	<u>48,721.28</u>	<u>-</u>	<u>83,950.72</u>	<u>189,501.84</u>	<u>341,970.51</u>
Fund Balances	<u>2,699,198.50</u>	<u>215,268.41</u>	<u>2,512,148.67</u>	<u>455,951.46</u>	<u>-</u>	<u>5,882,567.04</u>
Liabilities and Fund Balances	<u>\$ 2,718,995.17</u>	<u>\$ 263,989.69</u>	<u>\$ 2,512,148.67</u>	<u>\$ 539,902.18</u>	<u>\$ 189,501.84</u>	<u>\$ 6,224,537.55</u>

Blackstone Metro District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending April 30, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 1,529,464.00	\$ 840,454.87	\$ 689,009.13
Specific ownership taxes	91,768.00	82,071.72	9,696.28
Interest income	81,500.00	38,660.70	42,839.30
Total Revenue	<u>1,702,732.00</u>	<u>961,187.29</u>	<u>741,544.71</u>
Expenditures			
Accounting	60,500.00	19,473.72	41,026.28
Auditing	6,500.00	-	6,500.00
County Treasurer's Fee	22,942.00	13,273.55	9,668.45
Directors' fees	6,000.00	1,000.00	5,000.00
Director and meeting expense	2,000.00	-	2,000.00
Insurance	40,000.00	34,125.00	5,875.00
Legal	77,000.00	10,934.70	66,065.30
Miscellaneous	2,000.00	483.75	1,516.25
Payroll taxes	459.00	76.50	382.50
Website	1,500.00	276.76	1,223.24
Contingency	27,099.00	-	27,099.00
Total Expenditures	<u>246,000.00</u>	<u>79,643.98</u>	<u>166,356.02</u>
Other Financing Sources (Uses)			
Transfers to other fund	(1,262,233.00)	(15,000.00)	(1,247,233.00)
Total Other Financing Sources (Uses)	<u>(1,262,233.00)</u>	<u>(15,000.00)</u>	<u>(1,247,233.00)</u>
Net Change in Fund Balances	194,499.00	866,543.31	(672,044.31)
Fund Balance - Beginning	1,941,491.00	1,832,655.19	3,148,369.81
Fund Balance - Ending	<u>\$ 2,135,990.00</u>	<u>\$ 2,699,198.50</u>	<u>\$ 2,476,325.50</u>

Blackstone Metro District
Special Revenue Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending April 30, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Operations fee (homeowners)	\$ 609,180.00	\$ 308,157.44	\$ 301,022.56
Operations fee (vacant lots)	2,976.00	1,116.00	1,860.00
Working capital	30,000.00	4,165.00	25,835.00
Design review fees	4,000.00	405.00	3,595.00
Legal collection fees	15,000.00	7,296.35	7,703.65
Violations and late fees	10,000.00	1,165.17	8,834.83
Interest income	800.00	409.31	390.69
Other revenue	10,000.00	5,519.84	4,480.16
Total Revenue	<u>681,956.00</u>	<u>328,234.11</u>	<u>353,721.89</u>
Expenditures			
Facilities management - contract	53,000.00	13,200.00	39,800.00
Facilities management - costs	25,000.00	2,955.98	22,044.02
Miscellaneous	5,000.00	1,242.53	3,757.47
Security	24,000.00	-	24,000.00
Irrigation repairs and improvements	50,000.00	-	50,000.00
Landscape improvements	50,000.00	-	50,000.00
Landscape maintenance - contract	399,900.00	66,650.00	333,250.00
Tree and shrub maintenance	25,000.00	-	25,000.00
Snow removal	35,000.00	-	35,000.00
Grounds maintenance	25,000.00	4,155.00	20,845.00
Holiday lighting	25,000.00	338.00	24,662.00
Lighting	10,000.00	392.00	9,608.00
Playground inspection and repairs	10,000.00	1,550.00	8,450.00
Water	160,000.00	1,766.80	158,233.20
Gas and electric	22,000.00	5,027.27	16,972.73
Community activities	60,000.00	921.66	59,078.34
Design review	10,000.00	740.00	9,260.00
Legal - collections	40,000.00	4,154.41	35,845.59
Trash collection	174,000.00	28,596.69	145,403.31
Contingency	37,100.00	-	37,100.00
Total Expenditures	<u>1,240,000.00</u>	<u>131,690.34</u>	<u>1,108,309.66</u>
Other Financing Sources (Uses)			
Transfers from other funds	563,144.00	-	563,144.00
Total Other Financing Sources (Uses)	<u>563,144.00</u>	<u>-</u>	<u>563,144.00</u>
Net Change in Fund Balances	5,100.00	196,543.77	(191,443.77)
Fund Balance - Beginning	20,400.00	18,724.64	20,775.36
Fund Balance - Ending	<u>\$ 25,500.00</u>	<u>\$ 215,268.41</u>	<u>\$ (170,668.41)</u>

SUPPLEMENTARY INFORMATION

Draft

Blackstone Metro District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending April 30, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 1,246,230.00	\$ 679,030.89	\$ 567,199.11
Specific ownership taxes	74,774.00	24,112.61	50,661.39
Interest income	66,500.00	34,942.99	31,557.01
Total Revenue	<u>1,387,504.00</u>	<u>738,086.49</u>	<u>649,417.51</u>
Expenditures			
County Treasurer's Fee	18,693.00	5,085.60	13,607.40
Paying agent fees	450.00	-	450.00
Bond interest	1,068,125.00	-	1,068,125.00
Bond principal	500,000.00	-	500,000.00
Contingency	12,732.00	-	12,732.00
Total Expenditures	<u>1,600,000.00</u>	<u>5,085.60</u>	<u>1,594,914.40</u>
Net Change in Fund Balances	(212,496.00)	733,000.89	(945,496.89)
Fund Balance - Beginning	1,768,482.00	1,779,147.78	1,690,980.22
Fund Balance - Ending	<u>\$ 1,555,986.00</u>	<u>\$ 2,512,148.67</u>	<u>\$ 745,483.33</u>

Blackstone Metro District
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending April 30, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 22,000.00	\$ 9,006.98	\$ 12,993.02
Total Revenue	<u>22,000.00</u>	<u>9,006.98</u>	<u>12,993.02</u>
Expenditures			
Legal	15,000.00	-	15,000.00
Capital outlay	500,000.00	-	500,000.00
Entryways/roundabouts	-	18,055.52	(18,055.52)
Total Expenditures	<u>515,000.00</u>	<u>18,055.52</u>	<u>496,944.48</u>
Other Financing Sources (Uses)			
Transfers from other funds	699,089.00	15,000.00	684,089.00
Total Other Financing Sources (Uses)	<u>699,089.00</u>	<u>15,000.00</u>	<u>684,089.00</u>
Net Change in Fund Balances	206,089.00	5,951.46	200,137.54
Fund Balance - Beginning	450,000.00	450,000.00	450,000.00
Fund Balance - Ending	<u>\$ 656,089.00</u>	<u>\$ 455,951.46</u>	<u>\$ 650,137.54</u>

Blackstone Metro District
Fund Financials - Capital Projects - Regional Improvement Fund
Fund Balances - Budget and Actual
For the Period Ending April 30, 2024

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
Revenues			
ARI - Aurora Regional Improvement Tax	\$ 353,816.00	\$ 197,543.41	\$ (156,272.59)
Total Revenue	<u>353,816.00</u>	<u>197,543.41</u>	<u>(156,272.59)</u>
Expenditures			
County Treasurer's Fee	5,307.00	8,041.57	2,734.57
Regional mill levy - Payment to SARIA	348,509.00	189,501.84	(159,007.16)
Total Expenditures	<u>353,816.00</u>	<u>197,543.41</u>	<u>(156,272.59)</u>
Net Change in Fund Balances	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Draft

Blackstone Metropolitan District
Schedule of Cash Position
April 30, 2024
Updated as of May 13, 2024

	<u>General Fund</u>	<u>Special Revenue Fee Fund</u>	<u>Debt Service Fund GO Bonds</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Regional Imprvmt</u>	<u>Total</u>
<u>1st Bank - Checking</u>						
Balance as of 04/30/2024	\$ 11,412.69	\$ 68,234.16	\$ -	\$ 1,179.31	\$ 135,574.55	\$ 216,400.71
Subsequent activity:						
05/02/24 - Transfer from Colostrust	19,063.75	-	-	936.25	-	20,000.00
05/02/24 - Bill.com Payment	(21.60)	-	-	(1,179.31)	(135,574.55)	(136,775.46)
05/02/24 - Aurora Water Autopay	-	(234.16)	-	-	-	(234.16)
05/03/24 - Public Storage Autopay	-	(169.00)	-	-	-	(169.00)
<i>Anticipated Transfer from HOA</i>	-	90,000.00	-	-	-	90,000.00
<i>Anticipated Bill.com Payment</i>	(19,452.12)	-	-	(936.25)	-	(20,388.37)
<i>Anticipated Balance</i>	<u>11,002.72</u>	<u>157,831.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>168,833.72</u>
<u>Colostrust - Savings Account</u>						
Balance as of 04/30/2024	\$ 2,515,607.49	\$ 28,095.02	\$ 2,393,787.35	\$ 538,722.87	\$ 22,088.02	\$ 5,498,300.75
Subsequent activity:						
05/02/24 - Transfer to 1st Bank	(19,063.75)	-	-	(936.25)	-	(20,000.00)
05/09/24 - Property Taxes	191,974.99	-	118,361.32	-	31,839.27	342,175.58
Surplus fund	-	-	(1,000,000.00)	-	-	(1,000,000.00)
<i>Anticipated Transfer to SARLA</i>	-	-	-	-	(53,927.29)	(53,927.29)
<i>Anticipated Balance</i>	<u>2,688,518.73</u>	<u>28,095.02</u>	<u>1,512,148.67</u>	<u>537,786.62</u>	<u>-</u>	<u>4,766,549.04</u>
<i>Total by fund</i>	<u>\$ 2,699,521.45</u>	<u>\$ 185,926.02</u>	<u>\$ 1,512,148.67</u>	<u>\$ 537,786.62</u>	<u>\$ -</u>	<u>\$ 4,935,382.76</u>

Yield Information:

Colostrust Prime (Apr 2024) - 5.2409%
Colostrust Plus (Apr 2024) - 5.4281%

BLACKSTONE METROPOLITAN DISTRICT
Property Taxes Reconciliation
2024

	Current Year									Prior Year		
	Property Taxes	Delinquent Taxes, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	YTD
January	\$ 12,047.62	\$ -	\$ 17,616.85	\$ -	\$ (180.71)	\$ -	\$ 29,483.76	0.38%	0.38%	\$ 17,448.96	0.15%	0.15%
February	1,220,728.86	-	14,132.84	(2,669.38)	(18,270.89)	-	1,213,921.43	39.01%	39.39%	1,119,020.79	42.22%	42.37%
March	198,344.81	-	13,231.80	16.52	(2,975.42)	-	208,617.71	6.34%	45.73%	165,349.19	5.66%	48.04%
April	285,907.88	-	61,202.84	38.56	(4,973.70)	-	342,175.58	9.14%	54.87%	142,818.11	4.91%	52.95%
May	-	-	-	-	-	-	-	0.00%	54.87%	218,423.50	7.75%	60.69%
June	-	-	-	-	-	-	-	0.00%	54.87%	991,115.51	37.31%	98.00%
July	-	-	-	-	-	-	-	0.00%	54.87%	42,138.83	1.03%	99.04%
August	-	-	-	-	-	-	-	0.00%	54.87%	19,574.73	0.10%	99.14%
September	-	-	-	-	-	-	-	0.00%	54.87%	13,947.55	0.00%	99.14%
October	-	-	-	-	-	-	-	0.00%	54.87%	21,080.49	0.21%	99.35%
November	-	-	-	-	-	-	-	0.00%	54.87%	33,526.03	0.65%	100.00%
December	-	-	-	-	-	-	-	0.00%	54.87%	11,278.91	0.00%	100.00%
Total	\$ 1,717,029.17	\$ -	\$ 106,184.33	\$ (2,614.30)	\$ (26,400.72)	\$ -	\$ 1,794,198.48	54.87%	54.87%	\$ 2,795,722.60	100.00%	100.00%

	Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied
Property Tax				
General Fund	\$ 1,529,464.00	48.87%	\$ 840,454.87	54.95%
Debt Service Fund	1,246,230.00	39.82%	679,030.89	54.49%
Regional	353,816.00	11.31%	197,543.41	55.83%
Total	\$ 3,129,510.00	100.00%	\$ 1,717,029.17	

Specific Ownership Tax

General Fund	\$ 91,768.00	55.10%	\$ 82,071.72	89.43%
Debt Service Fund	74,774.00	44.90%	24,112.61	32.25%
Total	\$ 166,542.00	100.00%	\$ 106,184.33	

Treasurer's Fees

General Fund	\$ 22,942.00	48.87%	\$ 13,273.55	57.86%
Debt Service Fund	18,693.00	39.82%	5,085.60	27.21%
Regional	5,307.00	11.31%	8,041.57	151.53%
Total	\$ 46,942.00	100.00%	\$ 26,400.72	

Due To SARIA From 2023	\$ 446.83
Pledged Ptax Collected	189,501.84
Payments to SARIA	136,021.38
Due To SARIA	\$ 53,927.29

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

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

Services Provided

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

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

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

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

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

Revenues

Property Taxes

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

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

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

Revenues (continued)

Property Taxes (continued)

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

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

Aurora Regional Improvements Mill Levy

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

Specific Ownership Taxes

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

Operations Fee

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

Interest Income

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

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

Expenditures

General, Administrative, and Operations Expenditures

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

County Treasurer's Fees

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

Capital Outlay

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

Debt Service

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

See related notes below under Debt and Leases.

Debt and Leases

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

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

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

The District has no operating or capital leases.

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

Reserves

Emergency Reserves

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

Draft

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

\$27,415,000

**General Obligation Refunding Bonds
Series 2017**

Dated June 6, 2017

Rates ranging from 2.375% to 5.000%

Interest Payable June 1 and December 1

Principal Due December 1

**Bonds and Interest
Maturing in the Year
Ending December 31,**

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

LANDSCAPE REPORT

May Monthly Report

Monday, May 13, 2024

Prepared For Blackstone Metropolitan District



Item 1

Country club Pkwy looking north.



Item 2

Mineral Ave looking east.



Item 3

Blackstone pkwy looking north.



Item 4

Blackstone pkwy looking southeast.



Item 5

Country club Pkwy looking south. Mulch in triangular bed will be removed to accommodate the flower install.



Item 6

Canyon Park.



Item 7

Country Club Park. Flower beds will be cleared and will receive new topsoil prior to installation of flowers.



Item 8

Hilltop Park.



Item 9

One of the two new backflows.



Item 10

The other backflow.



Item 11

As a courtesy, I had the crew mow the lawn between the sidewalk and road, and perform a beauty band mow of this vacant lot. It is not considered a part of our scope but we took care of it since it was unsightly.



Item 12

Landtech crew member blowing off sidewalks.



Item 13

View along county line road looking west.



Item 14

Crew member working near the Mineral entrance.



Item 15

The crew clearing weeds from the southwest perimeter of your community. This is a spot where the weeds thrive, so we give it extra attention.



Item 16

Freshly mowed median.



Item 17

Two crew members hand pulling weeds and the other team member string trimming the weeds. The foreman taking the picture was equipped with weed spray and sprayed the areas that were string trimmed.



Item 18

Crews have been servicing the many easements that are in our scope of work. This one pictured is located near 27019 East Friend Place.



Item 19

Landtech crew working on the detention pond clean-up.



Item 20

Picture taken along the Smokey Hill perimeter looking southeast over the open space.

Item 21

Ongoing Services:

- Weekly servicing of the property by the crew. Includes doggy stations.
- Resetting edger and burying exposed irrigation as it is discovered.
- Weekly irrigation checks/repairs and additional spraying of weeds.

Completed services

- Irrigation activated.
- Gator Bags removed.
- The turf grass weed control application was performed on 4/19/2024. This is included in the contract, but due to the amount of dandelions I pulled the trigger and performed a second application for you all at no additional cost. This second application was performed on 5/3/2024 and its completion was on 5/8/2024. High winds forced the delay on this.
- Detention pond clean-up is completed. As of writing this report I am still waiting for the final word from the inspector if there are any final things to do. Will submit the report as soon as I have final word from the inspector.
- Sod and landscape bed repair from snow damage.

Upcoming services:

- Spring flowers will arrive and we will start planting them Monday the 20th.
 - Your contract includes pruning the property twice. The first will occur towards the end of this month or in early June.
 - The first of two turf grass fertilizations will occur towards the end of this month. The second will likely occur in July.
 - 100 CY of mulch will be delivered on site and spread around to refresh the community. Some existing mulch will be flipped and bare areas will receive new mulch. Likely in June.
 - 25 tons of Mountain Granite Breeze will be delivered on site and spread around to cover up bare areas. Likely in June.
-

COMMITTEE REPORTS

CHANGE ORDER NO. 5

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

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

Description:

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

Attachments:

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

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

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

SECTION 941

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

Authorized by Owner

By: _____

Title: _____

Date: _____

Authorized by Contractor

By: _____

Title: _____

Date: _____



Proposal

Singing Hills Landscape, Inc.

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

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

C.O. 1 Down Light Per Column (10 Columns) \$5,981.59

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

Includes (10) total cap lights:

- 4 at Powhatan Rd & E Mineral Dr
- 2 at Smoky Hill Pkwy & S Blackstone Pkwy
- 4 at County Line Rd & S Blackstone Pkwy

Estimate Total \$5,981.59

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

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

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

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

SECTION 941

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

Marketing Release

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

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

Estimate authorized by: _____
Company Representative

Estimate approved by: _____
Customer Representative

Signature Date: _____

Signature Date: _____

LEGAL REPORT

MASTER SERVICES AGREEMENT

THE TERMS AND CONDITIONS CONTAINED IN THIS MASTER SERVICES AGREEMENT, TOGETHER WITH ANY ORDER FORMS (COLLECTIVELY, THE “**AGREEMENT**”) APPLY TO ALL USE OF THE HOSTED SERVICES PROVIDED BY STREAMLINE SOFTWARE, INC. (“**STREAMLINE**”) TO DISTRICT NAME (“**CUSTOMER**”) OR (COLLECTIVELY THE “**CUSTOMER**”). STREAMLINE AND CUSTOMER MAY BE REFERRED TO HEREIN INDIVIDUALLY AS A “**PARTY**” OR COLLECTIVELY AS THE “**PARTIES**”.

BY ACCESSING OR USING ANY OF STREAMLINE’S SERVICES OR SOFTWARE, CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT WILL BE DEEMED EFFECTIVE ON THE DATE IT IS AGREED TO BY STREAMLINE AND CUSTOMER AS PART OF THE ORDER PROCESS – AS DEFINED IN SECTION 1 BELOW) (“**EFFECTIVE DATE**”).

1. THE SERVICE

1.1. Provision of the Service. Subject to all the terms of this Agreement, Streamline grants Customer the non-sublicensable, non-transferrable, nonexclusive, limited right to remotely access and use the service described in the Order Process (as defined below), including the right to use any associated materials provided or made available (e.g. online) by Streamline (collectively, the “**Service**”) - but only for Customer’s own business purposes. The “**Order Process**” is Streamline’s online order process and the Subscription Agreement attached as **Exhibit A**, and incorporated herein by this reference. All activity under the Agreement shall be strictly in accordance with and subject to Streamline’s applicable usage documentation available at support.getstreamline.com (collectively, the “**Documentation**”).

1.2. Services Levels. Streamline will use commercially reasonable efforts to ensure the Service is substantially operational on a 24/7 basis (subject to downtime for scheduled maintenance, emergency maintenance, and matters beyond Streamline’s reasonable control).

1.3. General Restrictions. Customer shall not (and shall not allow any third party to): (a) rent, lease, copy, provide access to or sublicense the Service to a third party (except contractors acting on Customer’s behalf – and Customer is fully responsible and liable for their breach of this Agreement); (b) use the Service to help develop any competitive product or service, (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of any part of the Service, (d) modify or create derivatives of the Service or any other materials provided by Streamline, or (e) remove or obscure any proprietary or other notices contained in the Service or Documentation provided by Streamline.

1.4. Customer’s Third-Party Services. The Service will enable Customer to send Customer Data (as defined in Section 2.1 below) to and from different third-party products, services, sources, and destinations (collectively, “**Third-Party Services**”). Customer’s use of any Third-Party Services is subject to Customer’s separate agreement with the provider. Customer is responsible for selecting and configuring the Third-Party Services it chooses to use with the Service and for any exchange of Customer Data it enables through the Service. Streamline is not

responsible for any Third-Party Services used by Customer with the Service, their code or technology, or how the providers use or protect Customer Data, except to the extent Streamline provides Customer with any products provided (in whole or part) by Streamline's own partners or providers, unless Customer has a separate agreement with the partner/provider. For clarity, Streamline has no liability or obligation under the separate agreement between Customer and the applicable third-party provider.

1.5. Feedback. Notwithstanding anything else, Customer grants Streamline a perpetual, irrevocable, royalty free, paid-up, sub-licensable, right and license to use, display, reproduce, distribute and otherwise exploit Feedback for any purposes. Streamline agrees that (i) Customer does not have to provide Feedback, and (ii) all Feedback is provided “**AS IS**”. “**Feedback**” means all suggestions for improvement or enhancement, recommendations, comments, opinions or other feedback provided by Customer (whether in oral, electronic or written form) to Streamline for the Service.

2. CUSTOMER DATA

2.1. Generally. “**Customer Data**” means all data provided by Customer or its systems or providers to Streamline. As between the Parties, Customer shall retain all right, title and interest in the Customer Data. Subject to the terms of this Agreement, Customer hereby grants to Streamline a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data to the extent necessary to provide the Service to Customer. Streamline will not sell, distribute, or otherwise provide any Customer Data to any third party (but data will be stored and processed by Streamline's services providers to the extent acting on Streamline's behalf hereunder and provided that Streamline is fully liable for their breach of this Agreement. Customer represents and warrants that (i) it has all rights and authorization to provide the Customer Data, (ii) the provision of Customer Data, and Streamline's use of the data as authorized hereunder, is allowed by Customer's privacy policy, if any, and (iii) Customer's provision, use and maintenance of Customer Data complies with all laws, regulations and third-party rights. For clarity, Customer is fully responsible for ensuring that its end users agree to a Customer privacy policy that allows for such information to be used hereunder.

2.2. Security. Streamline will implement and maintain a reasonable information security program with administrative, physical, and technical safeguards designed to help protect the integrity of Customer Data, as outlined in the Streamline Security and Continuity of Operations Guide, as the same may be modified or amended (the “**Guide**”). The Guide, in its current form as of April 19, 2024, is available at the following link and incorporated herein by this reference:

<https://docs.google.com/document/d/1qCHDzJvVwW67tT45DHMmANKg2v47aH3tFkS8AdXoDDA/edit#heading=h.exloycca970q>

2.3. Aggregate and Deidentified Data. Streamline will have a revocable, right to retain and internally use any Customer Data in an aggregated and deidentified form to internally improve its products and services (such as training algorithms).

2.4. Personal Identifying Information. During the performance of this Agreement, Customer may disclose Personal Identifying Information to Streamline. “**Personal Identifying**

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

Streamline agrees to report within forty-eight (48) hours to Customer any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this Agreement **“Data Security Incident”** is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to Streamline systems; (b) inability to access business and other proprietary information, data, or the Streamline systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.

3. CUSTOMER CONTENT.

3.1. Customer’s Own Content. Customer is responsible for all materials, information, photos, and content (collectively, the **“Content”**) uploaded, posted or stored through its use of the Service. Customer grants Streamline a worldwide, royalty-free, non-exclusive license to host, display, and use any Content provided through Customer’s use of the Service to the extent necessary to provide the Service to Customer. If Customer shares Content in a manner designed to be shared with other Service users, Customer acknowledges and agrees to such sharing. Customer should archive its Content frequently. Streamline is not responsible for any lost, damaged, or unrecoverable Content. Customer also acknowledges that Streamline is not responsible or liable with respect to Customer’s use of, or access to, any Content provided by other users. To the extent authorized by law, Customer agrees not to use, nor permit any third party to use, the Service to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following:

Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, or contrary to any local, state, federal or foreign law;

Content that would impersonate someone else or falsely represent Customer’s (or any person’s) identity or qualifications, or that constitutes a breach of any individual’s privacy;

Except as permitted by Streamline in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;

Virus, trojan horse, worm or other disruptive or harmful software or data; and

Any information, software or content which is not legally Customer's and without legally sufficient permission from the copyright owner or intellectual property rights owner.

3.2. Monitoring Customer's Content. Streamline may, but has no obligation to, monitor content on the Service, except for such monitoring of content related to Streamline's accessibility monitoring services, which includes, but is not limited to, monthly HTML scanning via Lighthouse, PDF scanning via CommonLook's PDF accessibility scanner, manual testing of Streamline's core architecture (such as navigation bars and design elements) by LevelAccess, and proprietary testing of videos for closed captioning. Streamline may disclose any information necessary to satisfy its legal obligations, protect Streamline or its customers, or operate the Service properly. Streamline, in its sole discretion, may refuse to post or may remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

3.3. Community Forums. The Service may include a community forum or other social features to exchange content and information with other users of the Service and the public. Streamline does not support and is not responsible for the content in these community forums. Customer is responsible for all its interactions with, and its use of content from, any other community users. Customer should not reveal information that it does not want to make public. Users may post hypertext links to content of third Parties for which Streamline is not responsible.

4. INTELLECTUAL PROPERTY

No intellectual property rights are assigned or transferred by Streamline hereunder.

5. FEES AND PAYMENT

5.1. Fees and Payment. All fees are as agreed to by Streamline and Customer in writing, as seen in **Exhibit A**. Fees are payable when due. If Customer has provided Streamline with a credit card or bank account number, Customer hereby authorizes Streamline (or its third party payment processor) to charge such card or account for all fees owed. If Customer pays in advance for usage-based pricing, and then exceeds such usage, Streamline will invoice Customer for the excess usage on a pro rata basis for the remainder of the term. Streamline may adjust the fees charged to Customer hereunder on notice at any time. If Customer does not want to agree to any fee increase, its sole remedy, and Streamline's exclusive liability, is to terminate this Agreement on notice (or by canceling Customer's Service account via the functionality provided therein). If Customer disagrees with an invoice, it must notify Streamline within thirty (30) days from receipt of the invoice – or it is deemed final. Streamline's fees are exclusive of all taxes and other governmental assessments. Customer is responsible for all of the foregoing - other than taxes based on the income of Streamline.

5.2. Late Payments. In the event of late payments, Customer agrees to pay interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is less). In addition, Customer will reimburse Streamline for all costs of collection (including attorneys' fees). If Customer's account is thirty (30) days or more overdue, in addition

to any of its other rights or remedies, Streamline reserves the right to suspend Customer's access to the Service, with notice, without liability to Customer until such amounts are paid in full.

6. TERM AND TERMINATION

6.1. Term. This Agreement will begin on the Effective Date and will have the subscription term selected by Customer in the Order Process (“**Subscription Term**”). The Subscription Term will automatically renew for successive renewal terms of equal length to the initial Subscription Term, subject to annual appropriations by Customer, unless: (i) Customer cancels its Service account via the account functionality prior to the renewal date, or (ii) this Agreement is otherwise terminated as set out herein.

6.2. Termination. Streamline or Customer may terminate this Agreement, with or without cause, and the Subscription Term at any time, with 30 days written notice; provided that, if such termination is in the middle of a Subscription Term and termination is not for Customer's breach, Streamline will refund all fees paid in advance for the remainder of the Subscription Term. In addition, either party may immediately terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate); (b) ceases operation without a successor; or (c) seeks protection under, or is subject to, any bankruptcy, receivership or comparable proceeding. In the event this Agreement is terminated by Customer for Streamline's uncured breach, Streamline will promptly refund to Customer all fees paid in advance for the remainder of the Subscription Term.

6.3. Effect of Termination. Upon any expiration or termination of this Agreement, (i) Customer shall immediately cease any and all use of and access to the Service and (ii) Customer will return to Streamline (or destroy at the Streamline's request) its Confidential Information (subject to Section 6.4 below). During the thirty (30) days period immediately following expiration or termination of this Agreement, Streamline will, on request, provide Customer with a copy of its Customer Data (in a format reasonably requested).

6.4. Survival. The following Sections shall survive any expiration or termination of this Agreement: 1.3, 1.4, 5 (with respect to outstanding payment obligations), 6, 7, 8, and 9.

7. WARRANTIES; DISCLAIMER

7.1. Mutual Warranties. Each party represents and warrants that (i) it has all right, power, and authority to execute this Agreement and perform hereunder, (ii) its activities in connection with this Agreement will not violate any laws or regulations, and (iii) its performance will not conflict with an obligations it has to any third party.

7.2. Services Warranties. Streamline warrants, for Customer's benefit only, that the Services will operate in conformity, in all material respects, with the applicable Documentation. Streamline does not warrant that Customer's use of the Service will be uninterrupted or error-free. Streamline's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in Streamline's sole discretion and at no charge to Customer, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects the reported non-conformity, or if Streamline determines such remedies

to be impracticable, to allow Customer to terminate the Subscription Term and receive as its sole remedy a refund of any fees Customer has pre-paid for use of the Service or as of the date of the warranty claim. The limited warranty set forth in this Section 7.2 shall not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared, (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) if the Service is provided on a no-charge or evaluation basis. This Section 7.2 will not apply if the Services are provided on a beta, evaluation, or otherwise free basis.

7.3. Disclaimer; Limitation on Liability. EXCEPT AS SET FORTH IN SECTIONS 7.1 and 7.2, THE SERVICE IS PROVIDED “AS IS” AND STREAMLINE DISCLAIMS (ON BEHALF OF ITSELF AND ITS PARTNERS AND PROVIDERS) ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

STREAMLINE SHALL NOT BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, TO CUSTOMER WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT FOR ANY: (I) INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, (II) AMOUNTS IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY CUSTOMER TO STREAMLINE DURING THE IMMEDIATELY PRECEDING SIX (6) MONTH PERIOD (OR, IF NO AMOUNTS HAVE BEEN PAID, SUCH AMOUNT SHALL BE US\$1,000.00), OR (III) THE COST OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY OR SERVICES. STREAMLINE’S PARTNERS AND PROVIDERS SHALL HAVE NO LIABILITY IN CONNECTION WITH THIS AGREEMENT.

7.4. Accessibility Claims. STREAMLINE’S DISCLAIMER AND LIMITATION OF LIABILITY SHALL NOT APPLY TO (i) CLAIMS MADE BY THIRD PARTIES AGAINST CUSTOMER FOR ALLEGED VIOLATIONS OF WEB ACCESSIBILITY LAWS OR REGULATIONS INSOFAR AS THE CLAIMS ARISE FROM STREAMLINE’S SERVICE’S OR (ii) IT’S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 8. STREAMLINE HEREBY WARRANTS THAT ITS SERVICE COMPLIES WITH ALL WEB ACCESSIBILITY LAWS AND REGULATIONS.

8. INDEMNIFICATION

Streamline shall indemnify and hold harmless Customer from and against any claim (i) that the Service (as provided by Streamline) infringes any patent, copyright, or trademark, (ii) that Streamline or the Services violates any laws or regulations, or (iii) arising from the negligence, willful misconduct, or any criminal or tortious act or omission of Streamline or any of its subcontractors, officers, agents, or employees - provided that Customer provides Streamline with: (i) written notice of such claim within ten (10) days (but in any event notice in sufficient time for Streamline to respond without prejudice); (ii) the right to solely control the investigation, defense, or settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer. Notwithstanding the foregoing sentence, Customer shall have the right to participate in

any claim subject to indemnification, and Streamline shall not accept any settlement offer without Customer's consent. If Customer's use of the Service is, or in Streamline's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Streamline may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and Streamline will promptly refund to Customer all fees paid in advance for the remainder of the term. The foregoing indemnification obligation of Streamline shall not apply: (1) if the Service is modified by any party other than Streamline, but solely to the extent the alleged infringement is caused by such modification; (2) if the Service is combined with other services or processes not authorized by Streamline, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; or (4) any action arising as a result of Customer Data or any third-party deliverables or components contained within the Service, except if such actions arise from website accessibility claims.

Subject to the conditions and limitations below, Streamline shall defend, indemnify, and hold harmless Customer and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims (and resulting, to the extent payable to unaffiliated third Parties: losses, liabilities, damages, and expenses, including reasonable legal expenses and attorneys' fees) alleging that the Customer's website for which the Services are provided are not accessible for people with disabilities, including claims for violation of the Americans with Disabilities Act (ADA) and HB 21-1110 Colorado Laws for Persons with Disabilities. The above indemnification for website accessibility claims shall only apply to a particular claim or lawsuit to the extent such outstanding items and tasks on the "Accessibility Dashboard" forming the basis of such claim were completed at the time of the alleged visit to the website by the plaintiff or complaining party. Streamline shall maintain strategic control over the defense of any such claims, including selection of defense legal counsel, strategic decision making regarding how to handle the claims, including whether to defend or settle the claims, and the terms for potential settlement. Notwithstanding the foregoing sentence, Customer shall have the right to participate in any claim subject to indemnification, and Streamline shall not accept any settlement offer without Customer's consent.

9. CONFIDENTIAL INFORMATION

Each party agrees that all business and technical information it obtains ("**Receiving Party**") from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as expressly authorized herein, the Receiving Party will, using reasonable measures, hold in confidence and not use or disclose any Confidential Information. In addition, all Confidential Information from Streamline's partners or providers will, as between Streamline and Customer, be Streamline's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; or (ii) is or has become public knowledge through no fault of the Receiving Party. If required to be disclosed by law, the Receiving Party will immediately notify the Disclosing Party and use its best efforts to limit the disclosure. The Receiving Party acknowledges that disclosure of Confidential

Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief (without the posting of a bond or similar instrument) in addition to whatever other remedies it might have at law. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

10. LOGO USE

Customer agrees that Streamline may use Customer's name and logo on Streamline's website and in Streamline promotional materials as part of a general list of customers. Any other marketing or promotional use is subject to Customer's written approval (email is sufficient).

11. GENERAL TERMS

11.1. Assignment. Customer will not assign or transfer this Agreement without Streamline's written consent, except that it may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets (provided that the successor is not a competitor of Streamline). Streamline, upon thirty (30) days written notice to Customer may freely assign this Agreement. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 11.1 will be null and void.

11.2. Force Majeure. Streamline will not be liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of Streamline, such as a strike, blockade, war, act of terrorism, pandemic, riot, natural disaster, failure or diminishment of telecommunications, or refusal of a license by a government agency.

11.3. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Colorado and the United States without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court), any dispute arising under this Agreement shall be finally settled in accordance with the Rules of the Judicial Arbitration and Mediation Service ("JAMS") in accordance with such Rules. To the extent the JAMS streamlined rules are available – they shall apply. The arbitration shall take place in the state and county in which Customer is located, in the English language and the arbitral decision may be enforced in any court. To the extent a claim cannot legally be arbitrated (as determined by an arbitrator), the jurisdiction and venue for actions related to the subject matter hereof shall be the District Court in the state and county in which Customer is located and both Parties hereby submit to the personal jurisdiction of such courts.

11.4. Third-Party Beneficiaries. To the extent Streamline provides Customer with any products provided (in whole or part) by Streamline's own partners or providers, the terms of this Agreement will apply to such offering (unless Customer has a separate agreement with the partner/provider as contemplated by Section 1.4 above). Such partners and providers of Streamline are third-party beneficiaries to this Agreement (as necessary to protect their intellectual property,

confidential information, or liability). Except as described herein, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

11.5. Notice. All notices, statements, demands, requirements, approvals or other communications and documents (“**Communications**”) required or permitted to be given, served, or delivered by or to a party or any intended recipient under this Agreement shall be in writing and shall be given to the applicable address set forth below (“**Notice Address**”). Communications to a party shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the party to whom notice is given at such party’s Notice Address; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the party to whom notice is given at such Party’s Notice Address; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to such party at such party’s Notice Address; or (iv) on the date and at the time shown on the facsimile or electronic mail message if telecopied or sent electronically to the number or address designated in such party’s Notice Address and receipt of such telecopy or electronic mail message is electronically confirmed. The Notice Addresses for each party is as follows:

If to Streamline: Streamline Software, Inc.,
3301 C Street Suite 1000
Sacramento, CA 95816.

With a copy to: legal@getstreamline.com

If to Customer: Blackstone Metropolitan District
Westwind Management Group, LLC
27 Inverness Drive East
Englewood, CO 80112
Attn: Jordan Devine
Email: JDevine@westwindmanagement.com

With copies to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attn: Clint C. Waldron, Esq.
Email: cwaldron@wbapc.com

11.6. Insurance. Streamline shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Streamline involved with the performance of the Services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that Customer may carry, and any insurance maintained by Customer shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name Customer as an additional insured. Streamline's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit Streamline's liability. Streamline shall be responsible for the payment of any deductibles on issued policies.

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

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

12. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. It may only be amended or waived in a writing executed by both Parties. If any provision of this Agreement shall be adjudged

by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect. This Agreement may be executed electronically and in counterparts (such as via DocuSign).

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 21 day of May 2024. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:

BLACKSTONE METROPOLITAN DISTRICT, a quasi-municipal corporations and political subdivisions of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorney at Law

General Counsel for the District

STREAMLINE:

Printed Name

Title

[Signature Page to Master Service Agreement with Streamline]

EXHIBIT A



(916) 900-6619
info@getstreamline.com
www.getstreamline.com

EXHIBIT A

Streamline Platform - Subscription Agreement

DISTRICT: [Redacted]

ORDER DATE:

This Software as a Service Agreement ("Agreement") is entered into on the start date listed below, between Streamline (DBA of Digital Deployment, Inc.) with a place of business at 3301 C Street #1000, Sacramento, CA 95816 ("Company"), and the Customer listed above ("Customer"). This Agreement incorporates the Terms of Service agreed upon Streamline and the involved parties. [W9 is available online](#). **Most customers prefer annual billing for convenience, but all subscriptions are cancellable anytime with a written 30-day notice.**

DESCRIPTION OF SERVICES: See Page 2 for an overview of what Streamline Web includes, and for more information please review our [subscription-based website toolkit for local government](#).

SUBSCRIPTION ORDER:

Name	Price
[Redacted]	\$0.00

One-Time Migration Costs: **Waived** Billing Start Date: [Redacted]
Invoice Frequency: **Annually**
Additional Billing Details: **Streamline Partnership Agreement** Purchased Package (Highlight one): **Compliance Basics - \$80/mo**
Community Pro - \$120/mo
Operations Pro - \$390/mo

Billing Person: [Redacted] Phone: [Redacted]
Billing Address: [Redacted] Email: [Redacted]
City, State, Zip: [Redacted]

Streamline:
Name: [Redacted]
Title: [Redacted]
Date: [Redacted]
Signature: [Redacted]

Authorized User:
Name: [Redacted]
Title: [Redacted]
Date: [Redacted]
Signature: [Redacted]

EXHIBIT A

Streamline Platform - Subscription Agreement

<p>Compliance Basics</p> <p>Essential tools for districts to meet compliance standards & regulations. Look professional while meeting state requirements & best practices.</p> <p>\$80 /month</p> <p>Subscription Includes:</p> <ul style="list-style-type: none"> Website hosting + content management Amplify™ design & experience builder (new in 2024) Google maps & locations integration (new in 2024) Social feed integration Annual design reviews Annual board reports Compliance + posting checklist ADA accessibility assistant Meetings assistant One-click social sharing One-click email marketing & subscription building Payments / commerce tools E-Signature Forms Internal communications hub Support with integration of embedded tools Training + support 	<p>Community Pro</p> <p>Everything that is offered in our compliance plan + design tools, email mktg, payments, e-signatures, & more. Perfect for districts that are active in their community.</p> <p>\$120 /month</p> <p>Subscription Includes:</p> <ul style="list-style-type: none"> Website hosting + content management Amplify™ design & experience builder (new in 2024) Google maps & locations integration (new in 2024) Social feed integration Annual design reviews Annual board reports Compliance + posting checklist ADA accessibility assistant Meetings assistant One-click social sharing One-click email marketing & subscription building Payments / commerce tools E-Signature Forms Internal communications hub Support with integration of embedded tools Training + support 	<p>Operations Pro</p> <p>Everything that is offered in our compliance & community plans + intranet, social feeds, board reports, & reviews. Perfect for districts who want to streamline operations.</p> <p>\$390 /month</p> <p>Subscription Includes:</p> <ul style="list-style-type: none"> Website hosting + content management Amplify+™ design & experience builder (new in 2024) Google maps & locations integration (new in 2024) Social feed integration Annual design reviews Annual board reports Compliance + posting checklist ADA accessibility assistant Meetings assistant One-click social sharing One-click email marketing & subscription building Payments / commerce tools E-Signature Forms Internal communications hub Support with integration of embedded tools Training + support
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**RESOLUTION
OF THE BOARDS OF DIRECTORS OF
BLACKSTONE METROPOLITAN DISTRICT**

**ADOPTING A DIGITAL ACCESSIBILITY POLICY AND DESIGNATING A
COMPLIANCE OFFICER**

WHEREAS, the 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)(h), C.R.S., the Board of Directors of the District (the “**Board**”) is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 24-85-103(2.5), C.R.S., the Chief Information Officer in the Office of Information Technology has adopted accessibility standards as specified in 8 CCR 1501-11 Rules Establishing Technology Accessibility Standards (the “**Rules**”); and

WHEREAS, pursuant to § 24-85-103(3), C.R.S., on or before July 1, 2024, the District is required to take action to comply with the Rules; and

WHEREAS, the Board desires to adopt this Resolution to implement a digital accessibility policy and designate a compliance officer.

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

1. Adoption of Digital Accessibility Policy. The District hereby adopts the Digital Accessibility Policy (the “**Digital Accessibility Policy**”) set forth in **Exhibit A**, attached hereto and incorporated herein.
2. Appointment of Compliance Officer. The District hereby designates the District’s manager as the District’s Compliance Officer (the “**Compliance Officer**”).
3. Severability. If any part, section, subsection, sentence, clause, or phrase of this Joint Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.
4. Effective Date. This Joint Resolution shall become effective as of May 21, 2024 shall be enforced immediately thereafter and shall supersede any previous policy related to website accessibility.

Remainder of Page Intentionally Left Blank, Signature Page Follows

ADOPTED MAY 21, 2024.

DISTRICT:

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

By: _____
Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature Page to Resolution Adopting a Digital Accessibility Policy and Designating a Compliance Officer

EXHIBIT A

DIGITAL ACCESSIBILITY POLICY

1. GENERAL

a. *Purpose.* The District is fully committed to providing accessible digital information to all members of the public. As part of this commitment, the District has adopted this Digital Accessibility Policy (the “**Policy**”) to ensure the District’s online services and digital communications comply with the Rules.

b. *Scope.* The District is committed to providing persons with disabilities equal access to digital information, including information made available through the District’s website and other digital content. This Policy has been developed to promote equal access to such digital information to persons with disabilities. This Policy applies to digital content produced by or under the control of the District, including the District’s official website. Accessibility requests may be submitted to the District in accordance with this Policy.

c. *Third Party Content.* The provisions of this Policy do not apply to third-party websites linked through the District’s website, such as state or federal agencies, or digital content not under control of the District. While the District is not responsible for ensuring the accessibility of third party-controlled content, the District is dedicated to assisting individuals experiencing accessibility issues when possible.

2. COMPLIANCE INFORMATION

a. *Compliance Officer.* The Compliance Officer will be the point of contact for accessibility-related accommodations for digital content. The Compliance Officer or its designee is responsible for responding to reports of inaccessible digital content and accessibility requests.

b. *Testing Tools and Techniques.* The District utilizes a variety of tools, techniques, methods, and procedures to identify accessibility barriers and meet existing and new assistive technology needs. The District has engaged Streamline (the “**Accessibility Vendor**”) to complete testing and remediation, ensuring the website and digital content contained therein are accessible and inclusive for users with disabilities in accordance with the Rules.

c. *Accessibility Reports.* The Accessibility Vendor will review the District’s website, user interfaces, and other digital content and summarize the same in a report provided to the District no less than annually (the “**Accessibility Report**”). The Accessibility Report will identify digital content that does not comply with the Rules. The Accessibility Vendor or the District, as appropriate, will take such steps as necessary to make such content compliant under the Rules. The District will maintain a record of the Accessibility Reports.

d. *District-Controlled Content.* The District will ensure that digital content under the control of the District produced, developed, maintained, modified, or used by the District on or after July 1, 2024, is compliant with the Rules.

e. Digital Accessibility Plan. The District will implement a digital accessibility plan (the “**Plan**”) to provide a long-term strategic approach for digital accessibility. The Compliance Officer will coordinate and implement the Plan. The Plan will be updated quarterly starting July 1, 2024 through June 30, 2025 and annually thereafter to ensure ongoing compliance. The Plan will be in a form substantially similar to **Exhibit A-1** attached hereto.

f. Digital Accessibility Statement. The District will post the following digital accessibility statement on its website prior to July 1, 2024:

Blackstone Metropolitan District: District Technology
Accessibility Statement

Blackstone Metropolitan District (the “**District**”) is committed to providing equitable access to our services to all Coloradans.

Our ongoing accessibility effort works towards being in line with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. These guidelines not only help make technology accessible to users with sensory, cognitive and mobility disabilities, but ultimately to all users, regardless of ability.

Our efforts are just part of a meaningful change in making the District’s services inclusive and accessible. We welcome comments on how to improve our technology’s accessibility for users with disabilities and for requests for accommodations to any District services.

Feedback and support

We welcome your feedback about the accessibility of the District’s online services. Please let us know if you encounter accessibility barriers. The District is committed to responding within three (3) business days.

Phone: (303) 369-1800 x 136

E-mail: JDevine@westwindmanagement.com

Address: Blackstone Metropolitan District
c/o Westwind Management Group, LLC
27 Inverness Drive East
Englewood, CO 80112

3. REPORTING ACCESSIBILITY ISSUES

a. Reporting an Accessibility Issue. Individuals may report inaccessible content or requests for accommodations to the Compliance Officer using the contact information below. Such requests should identify the specific content that is being reported, the issue the individual is experiencing, and the name and contact information of the individual submitting the request. The Compliance Officer or their designee will confirm receipt of such requests within three (3) business days. The District is committed to resolving reports of inaccessible content and requests for accommodations within a reasonable period of time.

Blackstone Metropolitan District
c/o Westwind Management Group, LLC
27 Inverness Drive East
Englewood, CO 80112
Attn: Compliance Officer
Email: JDevine@westwindmanagement.com
Phone: (303) 369-1800 x 136

EXHIBIT A-1

BLACKSTONE METROPOLITAN DISTRICT

Digital Accessibility Plan

Approved on _____, 20____

I. Accessibility Standards

In accordance with Colorado law, Blackstone Metropolitan District (the “**District**”) is committed to applying standard configurations for technologies and services, in accordance with the technical standards provided by:

- World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.1 Level AA or higher;
- Section 508 of the U.S. Rehabilitation Act of 1973 Chapters 3,4,6; and
- Following C.R.S. 24-85-101 to 24-85-104, ARTICLE 85.

II. The District’s Efforts

The District is committed to providing accessible digital information. Our ongoing accessibility effort works towards the day when the District’s online services and digital communications are accessible to the public, including equal access for persons with disabilities. The District has a plan to prioritize, evaluate, remediate, and continuously improve its online services and digital communications. Below, you’ll find some of the measures that the District is undertaking.

III. Accessibility Maturity

The District is at the following maturity level for 2024:

Check One	Stage	Criteria
	Inactive	No awareness and recognition of need. At this stage organizations are inventorying their technology, have begun to make investments, etc.
	Launch	Recognized need organization-wide. Planning initiated, but activities not well organized.
	Integrate	Roadmap including timeline is in place, overall organizational approach defined and well organized.
	Optimize	Incorporated into the whole organization, consistently evaluated, and actions taken on assessment outcomes.

IV. Maturity Level Discussion

[In this section, the district should provide a justification for any roadblocks to progress (e.g., financial, technical, or administrative difficulty or expense) or resources that may have helped you progress along the way.]

The District has encountered the following challenges:

The District has enjoyed the following successes:

V. Organizational Measures

[This section allows for further opportunities to describe the efforts your organization takes to remove technology accessibility barriers.]

The District has taken the following measures: [Below list is not exhaustive and should be revised according to each district's goals]

- Define an accessibility roadmap including timeline, goals, roles, responsibilities, and policies as needed for our organization.
- Incorporate accessibility into our procurement processes.
- Conduct an inventory of all technology, prioritize remediation, validate through testing, and address issues.
- Create and implement a plan for providing reasonable accommodation and modification until the technology can be made accessible.
- Provide contact information and support for receiving accessibility feedback and requests for accommodation.
- Other measures.

The District has designated its Compliance Officer to coordinate and implement the plan. The District's Compliance Officer's contact information is as follows:

Blackstone Metropolitan District
c/o Westwind Management Group, LLC
27 Inverness Drive East
Englewood, CO 80112
Attn: Compliance Officer
Email: JDevine@westwindmanagement.com
Phone: (303) 369-1800 x 136

As the Compliance Officer for the District, I approve the District's Digital Accessibility Plan for 20__.

Name, Compliance Officer of the District

MANAGEMENT REPORT

Blackstone Metro District

Management Report – April 2024

COMPLETE

IN PROGRESS

HIGHLIGHTS

RECURRING TASKS

ACCOUNTING

- Continuous review and upload of invoices to Bill.com
- Follow up on payment inquiries from vendors and/or residents
- Waive ___ from delinquent accounts.

ADMINISTRATIVE

MEETING PREPARATION

- Prepare and distribute meeting materials to the Board of Directors:
 - Agenda
 - Board Packet
 - Separate Cover Items: Compliance Report, Delinquency Report, Fee Waiver Requests, Status Reports
- Contact Blackstone Country Club to request meeting space no earlier than 2 weeks in advance of a Board of Directors meeting.
- Send community email blast with invitation to join the upcoming Board of Directors meeting.

COMMUNITY EMAIL BLASTS – Send community email blasts as updates are made available.

- **SENT EMAIL BLASTS REGARDING WEED APPLICATION SCHEDULED APRIL 19, 2024, AND MAY 3, 2024.**

ARCHITECTURAL/COMPLIANCE

- Send owner variance requests and appeals to the Architectural Review Committee for review and consideration. Communication committee decisions to owners.

TASKS

ACCOUNTING

ADMINISTRATIVE

MEETING MINUTES

- Draft April 16, 2024, Special Meeting Minutes

MEETING PREPARATION

- **CONFIRMED THE MAY 2024 BOARD MEETING DATE ON MAY 21ST, 2024.**

- Updated Westwind Management’s internal process – Contact the Board of Directors when at least 2 Directors confirm their unattendance in advance to reschedule the Board meeting to ensure quorum and avoid cancellations.
- Added/Updated the following items to the May 21, 2024, Regular Meeting agenda:
 - Consideration of Applicants for Vacant Director Position and the Appointment of Officers

DISTRICT WEBSITE – Manage posting of the following documents:

- February 20, 2024, Special Meeting Minutes
- **Resolution Delegating Architectural Authority and Establishing Architectural Review Committee**
- May 21, 2024, Regular Meeting agenda and board packet
- Website Revisions / Additions:
 - **Add Resolution Concerned the Security System**
 - **Information about flock cameras and how to opt out/register vehicles**

COMMUNITY COMMUNICATION STRATEGY

- **Organize and share a proposal for annual outreach to Blackstone Metro District community members to include invitation to update contact information, and important information and reminders (i.e. Westwind Management outreach, compliance, regular Board meeting schedule, etc.)**

DISTRICT INSURANCE

- Conducted property walk through with TCW on March 4, 2024. **Finalize property schedule and present updated schedule and insurance quote to the Board of Directors for review and consideration.**
 - Final property schedule is pending additional follow-up information to the insurance agent as a result of the walk through:
 - Collected cost of benches to add to property schedule from LandTech.

VACANT DIRECTOR POSITION

- 04-23-24 SENT COMMUNITY EMAIL BLAST WITH NOTICE OF VACANCY ON BOARD OF DIRECTORS
- 05-08-24 COLLECTED APPLICANT INFORMATION AND FORWARDED TO LEGAL COUNSEL TO CONFIRM ELIGIBILITY
- 05-10-24 INVITED ELIGIBLE APPLICANTS TO THE MAY 21, 2024, REGULAR MEETING
- 05-10-24 FORWARDED APPLICANT INFORMATION AND LETTERS OF INTEREST TO THE BOARD OF DIRECTORS TO CONDUCT INTERVIEWS PRIOR TO THE MAY 21, 2024, REGULAR MEETING

ARCHITECTURAL/COMPLIANCE

COVENANT ENFORCEMENT PROCESS

- **Review ALL compliance letter templates edited by Director Monahan for Board review and approval.**
- HELD VIRTUAL A MEETING WITH DIRECTOR MCCALL, DIRECTOR MONAHAN, AND WESTWIND MANAGEMENT COMMUNITY INSPECTION TEAM TO REVIEW AND DISCUSS THE COVENANT ENFORCEMENT PROCESS FOR BLACKSTONE METRO DISTRICT.
- HELD A VIRTUAL MEETING WITH DIRECTOR MCCALL AND DIRECTOR MONAHAN TO DISCUSS POSSIBLE AMENDMENT TO THE DISTRICT GUIDELINES REGARDING PERMITTED USAGE OF STORAGE SHEDS ON APRIL 30, 2024. **Draft email blast content for request to participate in a survey to gauge community interest in this amendment (review with White Bear Ankele Tanaka & Waldron).**

MAINTENANCE

PLAYGROUND INSPECTIONS

- Confirmed approval of Priority 1 items in most recent playground inspection report from Rocky Mountain Playground Services subject to receipt of cost and timeline to the Board of Directors. Added estimates to the May 21, 2024, Regular Meeting for consideration.
- Requested the cost of all items in playground inspection report to share with the Board of Directors going forward. Rocky Mountain Playground Services said, “Sometimes asking for quotes on all items is tedious and the distributor dislikes doing this over and over again, so again, I recommend getting quotes for items that you are more than likely to address.”

EFFLORESCENCE

- **Address the issue of efflorescence in the community.** Requested vendor referrals to inspect and address the issue.

ELECTRICAL

- Damaged Lighting Bracket
 - Contacted Full Spectrum to investigate and repair the damaged lighting bracket at the Blackstone marquee sign.
- Powhatan/Mineral Entrance Light
 - Received a report that the entry lights are on during the day and off in the evenings. **Coordinate and confirm the repair and correction of the timing system for the of entry lights.** 04-08-24 Emailed Full Spectrum to investigate and fix the timing issue. 04-23-24 Sent follow up email to Full Spectrum. 05-10-24 Sent follow up to Full Spectrum. 05-10-24 Full Spectrum said, “We are scheduled for return visit next week. Night drive repairs are scheduled and Monument repairs. I’ll let you know when these are completed.”

HILLTOP PARK

- **Confirm landscaping repairs to damages from well drilling performed by Blackstone Country Club.**
 - 04-10-24 The Country Club confirmed landscaping repairs over the “next couple of weeks.”
 - 05-08-24 The Country club reported that repairs would be made by the end of May 2024.
 - Follow up scheduled mid-June 2024.

BIDS/CONTRACTS

GFL/REPUBLIC TRASH & RECYCLING CONTRACT

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

SNOW REMOVAL IGA

- Submitted monthly report to the City of Aurora.

CAPITAL PROJECT

- Collected time extension change order from Signing Hills.

MAILBOX LIGHT OPTIONS

- **Considering both increased visibility and cost-effectiveness, collect alternative options (2-5) for lighting at community CBU's to present to the Board at the May 2024 Board meeting. (Research lighting**

installed at Southshore including the cost and type). 04-17-24 Emailed Full Spectrum to provide alternative options. 04-17-24 Full Spectrum confirmed they would explore alternative products.

MEDIAN DESIGN PLANS

- **05-02-24 HELD A MEETING WITH DIRECTOR DEEDS, MS. HESKETH, AND ATTORNEY WALDRON TO FINALIZE THE RFP FOR MEDIAN DESIGN PLANS. *Confirm final version to share with vendors.***

COMMITTEES

ARCHITECTURAL REVIEW COMMITTEE

- **04-17-24 EMAILED DIRECTOR MONAHAN COMMITTEE MEMBER CONTACT INFORMATION AND REVIEWED CURRENT PROCESS FOR REVIEWING OWNER REQUESTS.**

SOCIAL COMMITTEE

- Party in the Park – **Confirm covered area for the performance requirements for the 80s Band.**
- **Remind the committee of the option to mail flyers along with quarterly statements.**
- Shared the proposed parameters from the Social Committee for the approved American Flags with the Board of Directors.
- Liability Coverage – Confirmed current liability schedule with Director Deeds and requested an updated schedule of events from the Social Committee to share with the insurance agent.
- Reports – **Coordinate quarterly reports from the Social Committee for Board review.**
- RSVPs – Confirmed the ability to host RSVP forms on the District website through Streamline.

ROCKY MOUNTAIN PLAYGROUND SERVICES



rmplaygroundservices.com

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

Work Site: Hilltop/Canyon Parks

%: Jordan Devine

Estimate

Date:

4/14/2024

Quote #:

491

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

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

PAYMENT TERMS

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

ADDRESS

30980 Highway 72
Golden, CO 80304

APPROVED BY

NAME _____

FOR _____

DATE _____

SERVICES TO BE PROVIDED BY ROCKY MOUNTAIN PLAYGROUND SERVICES

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

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

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

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

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

CONTRACT TERMS

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

Term:

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

Termination:

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

Notices:

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

Qualifications:

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

Costs and Attorney Fees:

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

Governing Law:

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

Successors and Assigns:

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

Modification:

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

Entire Agreement:

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

Counterparts:

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

Authority to Bind:

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

Payment No Release:

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

Independent Contractor:

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

Payment for services:

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

Insurance & Liabilities:

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

Guarantee:

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

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



WELCOME

ADULT SUPERVISION IS RECOMMENDED

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

"play smart" rules

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

WARNING

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

WELCOME

ADULT SUPERVISION IS RECOMMENDED

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

“play smart” rules

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

⚠ WARNING

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

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

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

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

Post and Accent Colors

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



Neon

Tropical Yellow Teal Lime



Princess

Pink Light Gray Blue



Urban

Red Graystone Black Beige



Red Yellow Tropical Yellow Orange Lime



Chartreuse Green Forest Green Teal Azure



Blue Cobalt Lavender Plum Burgundy



Beige Sand Brown Dark Brown White



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

COLORS

Plastic Colors

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



Red Yellow Tropical Yellow Orange Lime



Chartreuse Green Forest Green Teal Sky



Cyan Blue Cobalt Lavender Plum



Burgundy Beige Brownstone Brown Dark Brown



White Graystone Light Gray Gray Black (Roofs Only)

Color Palettes



Treehouse

Green Brown Lime Beige



Sultan

Lavender Cyan Sand



Bright

Chartreuse Orange Beige

ROCKY MOUNTAIN PLAYGROUND SERVICES



rmplaygroundservices.com

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

Work Site: Canyon Park
Aurora, CO

%: Westwind Management

Estimate

Date:

4/21/2024

Quote #:

501

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

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

PAYMENT TERMS

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

ADDRESS

30980 Highway 72
Golden, CO 80304

APPROVED BY

NAME _____

FOR _____

DATE _____

SERVICES TO BE PROVIDED BY ROCKY MOUNTAIN PLAYGROUND SERVICES

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

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

CONTRACT TERMS

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

Term:

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

Termination:

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

Notices:

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

Qualifications:

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

Costs and Attorney Fees:

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Independent Contractor:

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

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

Guarantee:

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

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

ROCKY MOUNTAIN PLAYGROUND SERVICES



rmplaygroundservices.com

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

Work Site: Hilltop Park
Aurora, CO

%: Westwind Management

Estimate

Date:

4/21/2024

Quote #:

502

Quotes are valid for 30 days from quote date

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

PAYMENT TERMS

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

ADDRESS

30980 Highway 72
Golden, CO 80304

APPROVED BY

NAME _____

FOR _____

DATE _____

SERVICES TO BE PROVIDED BY ROCKY MOUNTAIN PLAYGROUND SERVICES

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

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

CONTRACT TERMS

- This Service Contract is by and between Rocky Mountain Playground Services, Ltd. and the customer. and is effective when signed and dated by both parties.
 - All sales of parts are final once agreement is signed
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Either party may terminate the Service Contract with or without cause upon providing the other party 30 day written notice at the respective address stated herein. In the event of termination of this Service Contract, the Contractor will be compensated for the actual services performed to the Client's reasonable satisfaction as of the date of termination.

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ROCKY MOUNTAIN PLAYGROUND SERVICES



rmplaygroundservices.com

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

Work Site: Country Club Park
Aurora, CO

%: Westwind Management

Estimate

Date:

4/21/2024

Quote #:

503

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

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

PAYMENT TERMS

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

ADDRESS

30980 Highway 72
Golden, CO 80304

APPROVED BY

NAME _____

FOR _____

DATE _____

SERVICES TO BE PROVIDED BY ROCKY MOUNTAIN PLAYGROUND SERVICES

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Work Site: Country Club Park
Aurora, CO

%: Westwind Management

Estimate

Date:

4/21/2024

Quote #:

503

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

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

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30980 Highway 72
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APPROVED BY

NAME _____

FOR _____

DATE _____

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VACANT DIRECTOR POSITION

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

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

Name: _____

Address: _____

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

Dated this ____ day of _____ 2024.

BLACKSTONE METROPOLITAN DISTRICT

Perry Deeds, Vice President

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

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

Signature

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

By: _____
Officer of the Board of Directors

[Officer of the District Signature Page]