

**BLACKSTONE METROPOLITAN
DISTRICT
REGULAR BOARD MEETING PACKET**

**MARCH 21, 2023, 6PM
BLACKSTONE COUNTRY CLUB
7777 SOUTH COUNTRY CLUB PARKWAY
AURORA, CO 80016**



CONSENT AGENDA

Blackstone Metropolitan District
REGULAR MEETING OF THE BOARD OF DIRECTORS
MINUTES
February 21, 2023

ATTENDANCE & CALL TO ORDER

Board Members in attendance were Shawn McGoff, Lee McCall, Rick Schroder, Marty Liles, and Perry Deeds

Others in attendance were Shantelle Esquivel (Westwind), Clint Waldron (WBA), Curtis Bourgouin (CLA), and Ben Zand (LandTech), plus 11 members of the public were present. The meeting was called to order at 6:02 pm by President, Shawn McGoff.

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

AGENDA REVIEW / UPDATES OR APPROVAL – There were no updates, and the Agenda was approved as provided.

PUBLIC COMMENT

Board President, Shawn McGoff opened the meeting for public comment.

- Small Public Little Library – A resident presented a request to install a small, public little library in the community in honor of her mother who has passed away. The Board made the request to have this topic reviewed under Other Business Matters.
- Fencing & Gate Access to Golf Course – A resident had questions pertaining to fencing that included gates with access to the golf course. Shawn McGoff explained that gate access has been an ongoing issue and the Board is requesting proposals for a contractor to come and survey the community.
- Snow plowing issues – A resident expressed dissatisfaction for how the snow plowing for the streets was not being done. Shawn McGoff explained how the city streets are managed by the City of Aurora and the pilot program approved last year to allow the District to plow the city streets was no longer valid. Further discussion amongst the Board Members also noted attempts to communicate with the City of Aurora are ongoing to try and find solutions. An option that was presented is to start a petition within the community.
- Mailbox Kiosk Damage (E Nova Circle) – A resident brought out the issue with the damaged mailbox kiosk located on E Nova Circle. Shantelle Esquivel, with Westwind Management, updated the Board and residents that this was an ongoing issue that she has tried to address with USPS on multiple occasions. She also noted that this would be further discussed at the meeting under Manager Matters.

CONSENT AGENDA

A motion was duly made by Lee McCall, seconded by Rick Schroder, and unanimously carried, to approve and ratify the consent agenda items as follows:

- Approve Meeting Minutes
 - 11.17.22 Regular Meeting
 - 11.21.22 Special Meeting – Oil & Gas Lease
 - 12.15.22 Special Meeting – Oil & Gas Lease
 - 01.19.23 Special Meeting – Trash Service Proposals
- Approve and Ratify Payment of Claims in the amount of **\$429,700.53.**
- Approval of First Amendment to Independent Contractor Agreement (Management Services) with Westwind Management Group, LLC
- Approval of Independent Contractor Agreement (Lighting Maintenance Services) with Full Spectrum Lighting –

Monthly Lighting Inspections financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

- Approval of First Amendment to Independent Contractor Agreement (Stormwater Maintenance Services) with Storm Water Asset Protection, LLC
- Approval of Contract Addendum with Pet Scoop, Inc. for Dog Waste Clean-Up Services
- Approve Resolution Designating Meeting Notices Posting Location

COMMITTEE REPORTS

- Landscape - Ben Zand, Account Manager, LandTech provided a landscape report with the board's meeting materials. He reported on the following:
 - Snow removal plan ready for the upcoming snow.
 - Holiday décor was completed within the contracted time.
 - Spring cleanup is already in process including review of medians and rocks, and review of native grass at Hilltop Park.
 - Plan to review installation of spring flowers last week of May 2023.
 - Doggy Park Stations fully stocked – Rick Schroder had questions pertaining to the contract with Pet Scoop and was informed that Park Stations is separate from the contract with Pet Scoop that provides cleanup of pet waste within the community.
 - Plan to work with Landscape Committee on removing and cutting native vegetation.
 - Boulders at Corners, Committee Recommendation – It was noted that Ben Zand and committee members discussed possible relocations of boulders, to include options for sodding in areas where boulders will be removed.

With the conclusion of the Landscape contractor and committee report, Ben Zand with LandTech was excused from the meeting.

- LandTech 2023 – 2024 Landscape Maintenance Proposal – The Board reviewed the proposal from LandTech for 2023-2024 Landscape Maintenance. A motion was duly made by Lee McCall, seconded by Shawn McGoff, and unanimously carried, to approve the proposal with the following stipulations: review at the next season, have a meeting with LandTech and their management team, request to add Key Performance Indicator (KPI), and review 30-day notice option.
- Tree Analysis Group – The Board reviewed the 2023 Tree Planting Plan (Implementing Proposal). A motion was duly made by Shawn McGoff, and seconded by Lee McCall, and unanimously carried, to approve the proposal for the tree plan only, and request a separate proposal for the planting plan once the tree plan was complete.
- Advisory Committee – A review of the Guidelines was received by Altitude Law. The Board made a request to have the Guidelines hot-linked and searchable, and posted on the website by next month.
- Social – Lee McCall introduced their new Chairman, Estrella Gallegos, who reported updates on events and budget for 2023. Perry Deeds had questions pertaining to the events planned for 2023 and adding other events, which the committee said they would review the budget and possible sponsorship options to add other events (summer concerts). The budget for the Spring Fling will be presented at the next board meeting.
- Website – Perry Deeds had questions pertaining to the website and administrative responsibilities. Shawn McGoff explained that the District has a contract with a website administrator who is in charge of all updates and website submissions are sent through Westwind Management. After further discussion, the Board decided to have Perry Deeds be the liaison for the Board and work with Westwind Management and website administrator.

FINANCIAL REPORT

Curtis Bourgoiu presented Property Tax Summary, Cash Position Report, and December 31, 2022 Unaudited Financial Statements. Lee McCall mentioned concerns with getting the Financial Report 2 business days before and made the request to receive it sooner. Rick Schroder had questions pertaining to the payments being made to the Club. Curtis Bourgoiu explained the payments being made to the Club are 20% of the water costs allocated to the District. A motion was duly made by Shawn McGoff, seconded by Marty Liles, and unanimously carried, to accept the Financial Report and Statements as submitted.

LEGAL REPORT

Mr. Waldron reviewed the Independent Contractor Agreement (Tree Planting Plan and Implementation) with Tree Analysis Group, LLC. Upon a motion duly made by Lee McCall and seconded by Rick Schroder, the Agreement was unanimously approved.

Mr. Waldron reviewed Work Order No. 1 to Independent Contractor Agreement (Tree Planting Plan and Implementation) with Tree Analysis Group, LLC. This Agreement formalizes the tree planting proposal the Board discussed earlier in the meeting. Upon a motion duly made by Lee McCall and seconded by Rick Schroder, the Agreement was unanimously approved.

Mr. Waldron discussed ongoing collection activities of the District and reviewed the proposals included in the Board packet to engage covenant enforcement counsel. After discussion, upon a motion duly made by Lee McCall and seconded by Perry Deeds, the Board unanimously approved the engagement letter from Altitude Law

Mr. Waldron provided an update on the May 2, 2023 directors election.

MANAGEMENT REPORT

Shantelle Esquivel submitted to the Board the Management Action Items for review. There were no waiver requests and the reserve study was pending an initial onsite review with Advanced Reserve Solutions. The Board reviewed Architectural Variance Requests, Notices, and Other Reported Residential Items as follows:

- Account 86265 – Board reviewed recommendation from Altitude Law regarding stone painting. On a motion duly made by Shawn McGoff, seconded by Lee McCall and unanimously carried, the Board voted to uphold the denial and proceed with a covenant enforcement action.
- Account 86176 – Board reviewed Advisory Letter sent from Westwind Management regarding commercial vehicle parking. On a motion duly made by Shawn McGoff, seconded by Rick Schroder and unanimously carried, the Board voted to table action until Westwind Management is able to finalize the guidelines with Altitude Law and the Board reviews definitions of commercial vehicles.
- Account 86323 – Board reviewed appeal for painting of brick. On a motion duly made by Shawn McGoff, seconded by Lee McCall and unanimously carried, the appeal was denied.
- Account 86183 – Board reviewed appeal for trashcan storage structure. On a motion duly made by Shawn McGoff, seconded by Lee McCall and unanimously carried, the appeal was denied.
- Account 93490 – Board reviewed appeal for gold fencing and patio cover. On a motion duly made by Shawn McGoff, seconded by Rick Schroder and unanimously carried, the appeal was denied.
- Account 86452 – Board reviewed issues with the sump pump located at Account 86059. On a motion duly made by Lee McCall, seconded by Marty Liles and unanimously carried, the Board voted to have Westwind discuss with Altitude Law and review with the Board. In the meantime, the Board made a request to the resident to give any updates received to Westwind.
- Account 86119 – Board reviewed report received for vehicle damage from boulder in median. It was

Notes and financial statements of the District are available for public inspection. This report is a summary of the financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

CAPITAL PROJECTS

Shantelle Esquivel reported that the park signs and lighting at the Country Club and Hilltop Parks were completed and approved.

The Landscape Committee spoke with the Board on the Entrances and Median Landscape Project. They reviewed the suggestion made by Designs Concepts to do a Construction Management/General Contractor (CM/GC) formatted project versus Bid Request. Clint Waldron explained both options and suggested that since the project was at 85%, to move forward with a Bid Request. A motion duly made by Shawn McGoff, seconded by Perry Deeds, and unanimously carried, to publish the Bid Request for the Entrances and Median Landscape Project.

DISTRICT MEMBERSHIP/REPRESENTATIVE REPORTS

- SARIA – Shawn McGoff reported no updates.
- Wheatlands Park and Rec – Perry Deeds reported no updates.

OTHER BUSINESS

- Trash Service Proposals – The Board reviewed and discussed the final proposals from the 3 bidding contractors. Shantelle Esquivel noted that autopay with Waste Management was cancelled per the request of the Board to review the credit due for missed pickup on December 29, 2022. A motion was duly made by Lee McCall, seconded by Rick Schroder, and unanimously carried to approve GFL Environmental as the new Trash Service provider. Another motion was made duly by Shawn McGoff, seconded by Perry Deeds, and unanimously carried to elect Lee McCall as the liaison on the transition process, with Shawn McGoff as the backup liaison.
- Flock Safety – Shantelle Esquivel presented to the Board the update from Flock Safety and relocation request for the camera located on County Line & Blackstone Pkwy. Flock Safety suggested moving the camera into the median, which was not the original approved location. This request was denied by the Board with plans to move forward with relocating the camera to the original approved location. Shantelle Esquivel also presented to the Board a request from Castle Rock Police Department to gain access to Flock Safety cameras. A motion was duly made by Lee McCall, seconded by Rick Schroder, and unanimously carried to approve Castle Rock Police Department having access to Flock Safety cameras.
- Small Public Library – A resident presented a request to install a small public library in the community in honor of her mother who has passed away. The location proposed is near Blackstone and Valleyhead (11th and 12 hole). Clint Waldron discussed maintenance requirements, options around gifting the library to the community, and contractual agreement. The Board made a request that Shantelle Esquivel work with resident to finalize details.
- Board Logo – Perry Deeds presented to the Board 4 different logo designs that would be used to represent the District. Discussion included color options and trademark review. The Board decided to move forward with logo – option A, and Perry Deeds will work with Social Committee Chairman Estrella Gallegos to finalize project. Clint Waldron will provide the Framework Development Plan (FDP).

PUBLIC COMMENT

There were several questions pertaining to the new trash service provider (GFL Environmental). The Board explained that with the new trash service provider, there are no yard trash cans and adding a Key Performance Indicator (KPI) may be an option. Other questions from the public pertained to outside storage covers for trash bins. The Board expressed issues with the covenants and having the trash covers be consistent with architectural requirements.

Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

ADJOURNMENT – A motion was duly made by Lee McCall, seconded by Rick Schroder, and unanimously carried to adjourn the meeting at 8:39pm.

Minutes approved: _____ Date: _____

INDEPENDENT CONTRACTOR AGREEMENT
(LANDSCAPE MAINTENANCE SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 21st day of March 2023, by and between BLACKSTONE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and LANDTECH CONTRACTORS, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

2. TERM/RENEWAL. This Agreement shall be effective as of May 1, 2023, and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) midnight on April 30, 2024.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

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

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

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

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

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

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

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

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

11. CONTRACTOR'S INSURANCE.

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

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

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

12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

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

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

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

15. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

District:	Blackstone Metropolitan District c/o Westwind Management Group, Inc. 27 Inverness Drive East Englewood, Colorado 80112 Attention: Shantelle Esquivel Phone: (303) 369-1800 Email: shantelle@westwindmanagement.com
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Clint C. Waldron, Esq. Phone: (303) 858-1800 E-mail: cwaldron@wbapc.com
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Contractor:	Landtech Contractors, LLC 252 Laredo Street Aurora, CO 80011 Attention: Ben Zand Phone: (303) 344-4465 Email: benz@landtechcontractors.com
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21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and

personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

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

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

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

25. GOVERNING LAW.

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

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

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

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

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

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

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

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

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

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

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

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

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor’s fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District’s satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses, and other consents required from all governmental authorities, utility companies, and appropriate parties

under any restrictive covenants in connection with the Work. The Contractor shall comply with all the terms and conditions of all permits, licenses, and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit A** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit A**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

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

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

[Signature pages follow].

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

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Landscape
Maintenance Services with Landtech Contractors, LLC, dated March 21, 2023*

CONTRACTOR:

LANDTECH CONTRACTORS, LLC, a Colorado limited liability company

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2023, by _____, as the _____ of Landtech Contractors, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Contractor’s Signature Page to Independent Contractor Agreement for Landscape Maintenance Services with Blackstone Metropolitan District, dated March 21, 2023

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



2023 - 12 Month Landscape Maintenance Proposal

Date 1/6/2023
Customer Shantelle Esquivel | Westwind Management | 27 Inverness Drive East | Englewood, CO 80112
Property Blackstone Metro District | 7777 S. Country Club Pkwy | Aurora, CO 80016

I would like to **thank you** for considering Landtech to meet *your specific needs*. For over **thirty-five years** we have been dedicated to serving clients *just like you* by *creating and maintaining the most beautiful landscapes* in Denver, Colorado Springs, Loveland and surrounding areas. Our *modern fleet of equipment and best personnel in the industry* keep us *highly recommended* by our clients, and enable us to serve *your specific needs* and fulfill *all your landscaping desires*. Our *full range* services include: **Custom Enhancements, Innovative Construction, Skillful Maintenance, and Punctual Snow Removal.**

Fixed Payment Services

Description	Frequency
12 Month Landscape Maintenance Standard Package	
Weekly Service - Includes Doggy Stations	26
Winter Service - Includes Doggy Stations	20
Bed Pre Emergent	1
Turf/Broadleaf/PreEm	1
Turf/Broadleaf	2
Aeration	1
Irrigation Activation	1
Irrigation Check	26
Irrigation Winterization	1
Spring Clean up	1
Fall Clean up	2
Pruning	1
Native Mow	1
Native Mow Beauty Bands	7
Native Weed Application	2
Sod/Seed Repairs - Up to 12,500 SF	1
Mulch Replenishment - Up to 100 CY	1
Breeze/Rock Refresh - Up to 25 Tons	1
Holiday Décor: Set-up, Takedown, & Storage of Holiday Decorations	1
Spring Flowers	1
Snow Removal: 1"-8" Snow Removal. Beyond 8" will be at T & M Rates	1
Annual Maintenance Price	\$399,900.00

Payment Schedule

Schedule	Price
May	\$33,325.00
June	\$33,325.00
July	\$33,325.00
August	\$33,325.00
September	\$33,325.00
October	\$33,325.00
November	\$33,325.00
December	\$33,325.00
January	\$33,325.00
February	\$33,325.00
March	\$33,325.00
April	\$33,325.00
	\$399,900.00

Contractor will charge the following rates for additional materials outside the scope of services.

- Unit Cost - Includes Labor:
- 1,000 SF of sod - \$1,750.00
- 1 CY of Mulch - \$185.00
- 1 Ton of Rock/Breeze - \$225.00

Contractor will charge the following rates for additional work outside the scope of services.

Hourly Contract Rates	Regular Rate	Overtime Rates
Irrigation Technician w/Van	<u>\$83.00/HR + Material</u>	<u>\$98.00/HR + Materials</u>
General Labor Rate	\$44.00/HR	\$57.00/HR
Foreman Rate	<u>\$55.00/HR</u>	<u>\$71.00/HR</u>
Supervisor Rate	<u>\$66.00/HR</u>	<u>\$86.00/HR</u>
Medium Mower 36"/ 48"	\$58.00/HR	\$73.00/HR
Large Mower 52"/ 63"	<u>\$81.00/HR</u>	<u>\$96.00/HR</u>
21" Mower	<u>\$53.00/HR</u>	<u>\$68.00/HR</u>
Trimmer/Blower	<u>\$48.00/HR</u>	<u>\$64.00/HR</u>

Automatic Renewal: Landtech will auto-renew this contract for 2024 with a 2.0% increase for 2024 if the line below is signed. Please understand that by not choosing this option we will offer you a renewal contract that may have a higher percentage increase, and there may be an interruption to your services.

Signature for Automatic Renewal: _____

By _____

Ben Zand

Date 1/6/2023

Landtech Contractors

By _____

Date _____

Blackstone Metro District

Services

Weekly Service - Includes Doggy Stations

Mowing

1. All turf areas shall be mowed at the specified frequencies noted on the attached proposal. The Contractor will determine mowing height. Frequency of mowing will vary in the spring and fall, due to seasonal weather conditions and growth rate of turf.
2. Grass catchers will be used only if there is a specific need and will be used at the discretion of the Contractor. Excessive clippings will be removed from turf.
3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons:
 - a. Areas in use at the time of mowing by large groups of residents, children, etc.
 - b. Areas excessively wet due to rain or improper drainage not caused by the contractor.
 - c. Areas with large concentration of pet droppings.
 - d. Areas under construction.

Trimming

1. All turf areas inaccessible to mowing equipment will be trimmed as needed in conjunction with mowing operations to maintain a neat well-groomed appearance.
2. Where practical, Contractor may use an approved herbicide and/or growth regulator around fences, trees, and other obstacles that may be damaged by repeated use of string line trimmers.
3. After mowing operations are completed, all grass clippings will be blown and/or removed from walks, drives, patios, etc.

Edging

1. Edging of walks, swimming pool decks, etc. will be done at the frequency specified in the attached proposal, through the use of a steel blade edger.
2. Edging is limited to concrete areas, in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.
3. Concrete drainage pans/spillways will not be edged, unless otherwise specified in this contract.
4. Excessive debris resulting from edging shall be collected and removed.

Police Area

1. All landscape areas will be policed for loose trash in conjunction with mowing operations. Annual contracts will be policed for loose trash at the frequencies specified in the attached proposal.
2. Policing does not include the clean-up of drives and parking lots unless specified in this contract. The clean-up of debris due to vandalism, dumping, improperly contained dumpsters, acts of God, etc., will be an extra service to this contract.
3. Removal of pet droppings is not the responsibility of the Contractor unless otherwise specified. Tree, Shrub, and Bed Care

Bed Care

1. Rock bed areas will be inspected at the frequencies specified in the attached proposal for mulch depth and conditions. If additional materials are required, the Contracting Company will

- be notified and provided with an estimate to perform the work.
2. Rock bed areas will be kept substantially free of weeds by means of chemical control, or hand weeding at the frequencies specified in the attached proposal. Every effort will be made to control grasses and bindweed growing directly in shrubs and ground cover; however, control of these items is not always guaranteed.
 3. Flower planting and flowerbed care is not included as part of this contract unless specified in the attached proposal.

Tree and Shrub Care

1. Contractor will monitor, on a regular basis, the health of all plant materials and will provide recommendations and estimates to the Contracting Company for such items as: fertilization, insect, and disease control. Most treatment would be done on a curative basis; however Contractor may recommend from time to time to treat potential problems on a preventive basis. **Note:** Contractor reserves the right to hire a subcontractor to perform this service. Subcontractor shall be a licensed commercial applicator.
2. In order to prevent damage by mowers and trimmers to trees and shrubs planted in turf areas, the Contractor if included in the attached proposal will provide a grass-free area around all trees and shrubs. Contractor assumes no liability for damage to trees and shrubs not properly protected.

Winter Service - Includes Doggy Stations

1. All landscape areas will be policed at the frequencies specified in the attached proposal for loose trash and debris in bed, and turf areas only.
2. The Contractor will visit the site at the frequencies specified in the attached proposal to inspect all landscape and plant material. Any problems will be brought to the attention of the Contracting Company.
3. Contractor will be available to the Contracting Company to aid and assist in the preparation and formulation of: plans, schedules, budgets, projections, etc., for the coming season.
4. Emergency after hour rates are billed at overtime rates and at a two hour minimum.

Bed Pre Emergent

1. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained.

Turf/Broadleaf/PreEm

1. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained. **Note:** Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator.

Turf/Broadleaf

Turf Weed Control

1. All turf areas will be treated for the control of broadleaf weeds at the frequency specified in the attached proposal.
2. The Contractor will be responsible for weed control between the months of May 1st thru October 31st as needed. The Contractor is not responsible for excessive rains, which may wash treatment material away. The cost of all additional treatment is the responsibility of the Contracting Company. From May 1st thru October 31st broadleaf weed control in turf is handled on a curative basis, rather than a preventive basis.

Turf Fertilization

1. All turf areas will be fertilized at the frequency specified in the attached proposal. A quality, balanced fertilizer will be provided by Contractor.
2. Care will be taken to clean fertilizer off all sidewalks, patios, pool decks, etc., to minimize the possibility of iron stains, however, even with the utmost care some staining may still occur. **Note:** Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator

Aeration

1. Aerations will be performed with a core aerator at the frequency specified in the attached proposal.

Irrigation Activation

1. Contractor shall activate the irrigation system once (1) in the spring if included in attached proposal. Activation usually occurs in April, depending on weather conditions. Contractor is not responsible for any freeze damage, which may occur after sprinkler activation.
2. Contracting company agrees to all repairs required for activation of the system up to a preapproved amount of one thousand dollars (\$1000). If the repair is more than one thousand dollars (\$1000) a proposal will be sent to contracting company prior to commencement of repair. All repairs required for activation are not part of this contract and will be billed on a time and material basis.
3. At the time of activation, all necessary repairs will be made to bring the system up to operating condition. These repairs will be billed on a time and material basis. Contracting Company will be informed of repair work being performed.

Irrigation Check

1. After system is activated and operating, Contractor will be responsible for checking the system at the frequencies specified in the attached proposal to insure proper operation during contract period.
2. In the event malfunctions are found during the regular check of the irrigation system, repairs will be made and billed on a time and material basis. Contracting company agrees to a preapproval amount of five hundred dollars (\$500) in repairs for each regular check, if the repairs total more than five hundred dollars (\$500) a proposal will be sent to contracting company prior to commencement of the repair.
3. Contractor shall keep the need for water conservation in mind. During extended cold or rainy periods, irrigation controller may be turned off. However, occasional rainstorms will not constitute adequate reason for turning off controllers. Special requests are billed on a time and material basis.

Irrigation Winterization

1. Contractor shall winterize the irrigation system once (1) in the fall if included in attached proposal. Winterization usually occurs between October 1st and December 1st. Contractor is not responsible for any freeze damage, which may occur before and after sprinkler winterization operations.
2. Proper winterization will include the use of a compressor, unless otherwise specified.

Spring Clean up

1. At the frequency specified in the attached proposal, Contractor will perform spring cleanup including gathering and removing trash, leaves, and debris in turf and bed areas. Parking lots are excluded.

Fall Clean up

1. At the frequency specified in the attached proposal, Contractor shall be responsible for gathering and removing leaves from the site in the fall. Contracting Company will direct Contractor as to when each service frequency is to be performed. Additional frequencies will be an extra service to this contract.

Pruning

1. The Contractor shall be responsible for pruning of all trees and shrubs on the property at the frequencies indicated in the attached proposal. All plant material over 15 feet in height is excluded.
2. Plants shall be pruned in accordance with regularly accepted industry standards for pruning. Pruning is done to promote healthy growth; to prevent weak or abnormal limb structure; to control unwanted leggy growth and to maintain the natural growth habit of the plants. Proper pruning practices do not include shaping of plants such as: boxed, squared, balls, etc. Shrubs will be pruned in such a manner as to maintain natural shape.

Native Mow

1. Native area shall be mowed at the durations specified in the attached proposal. The Contractor will determine mowing height. Frequency of mowing may vary due to seasonal weather conditions and growth rate of native.
2. Native clippings will be left in place after mowing and will not be removed.
3. Contractor reserves the right to leave areas un-mowed which he feels would be unsafe to mow due to, but not limited to, the following reasons: Areas in use at the time of mowing by large groups of residents, children, etc, areas excessively wet due to rain or improper drainage not caused by the contractor, or areas under construction or contain excessive debris.
4. The clean-up of debris due to vandalism, dumping, acts of God, etc., will be an extraservice to this contract.

Native Mow Beauty Bands

1. Native Areas that abut up to homeowners fence lines or common area sidewalks will have a beauty band mowing performed each month during the landscaping season. This will be performed by one pass on the mowers in these areas.

Native Weed Application

1. Weed control in native area will be managed by mowing operations. If Contracting Company desires to have weeds managed with chemical applications the Contractor will supply an estimate for these additional services.

Sod/Seed Repairs - Up to 12,500 SF

1. Landtech has included in this contract 12,500 square feet of sod/native seed areas repair/replacement. Landtech will determine these areas in conjunction with Blackstone Metro District Board and/or landscape committee members.

Mulch Replenishment - Up to 100 CY

1. Landtech has included in this contract 100 CY of mulch refreshing. Landtech will determine these areas in conjunction with Blackstone Metro District Board and/or landscape committee members.

Breeze/Rock Refresh - Up to 25 Tons

1. Landtech has included in this contract 25 tons on Breeze/Rock refreshing. Landtech will determine these areas in conjunction with Blackstone Metro District Board and/or landscape committee members.

Holiday Décor: Set-up, Takedown, & Storage of Holiday Decorations

1. Holiday Lighting: Lighted garland and wreaths will be installed and maintained from the day before Thanksgiving thru the week of January 24, 2023, on all monuments and up to 12 trees at the main entryway feature off Smokey Hill Road and Country Club Parkway; up to 12 trees at the entry at County Line and Blackstone Parkway; up to 20 trees at each side of the entrance off Powhatan Road and E. Mineral Drive; and up to 6 trees at the entry at County Line Road and S. Waterloo Ct as part of this agreement. Lighted Garland will be installed on all 63 smaller district owned lamp posts in the common areas, as well as the 14 lamp posts at the Hilltop Park. Large ornaments will be installed at each entryway, park, and the Blackstone monument sign, and large ornaments can be added in at each roundabout once an electrical point of connection is installed at these.
2. Holiday decorations/lighting will be taken down between January 24 and January 30, 2023. Contractor is responsible for storing the holiday lighting/garland.

Spring Flowers

Contractor will plant annual flowers on or reasonably near Mothers Day, which is on May 14th, 2023. The determination of when to plant annual flowers will be dependent on weather. The cost of the flowers is included in the contract price. Locations listed below..

1. 1 area at the Blackstone Monument on the corner of East Smokey Hill Pkwy & South Powhatan Rd.
2. 11 Circular beds (raised and unraised). 2 located at the Smokey Hill entrance, 2 at the Powhatan entrance, 2 at the western County Line Rd entrance, 2 at the eastern County Line Rd entrance by the Hilltop Park, 1 at the Monaghan entrance (the more southern one of the two), 1 on the corner of South Powhatan Rd & County Line Rd, and 1 at County Line Rd & Monaghan Rd.
3. 7 Semi-Circle Beds. 2 located at the Smokey Hill entrance, 2 at the Powhatan entrance, 2 at the County Line Rd entrance, and 1 on the corner of South Powhatan Rd & County Line Rd.
4. 2 end portions of the medians. 1 between the semi-circle beds located at the Powhatan entrance, and 1 between the semi-circle beds located at the County Line road western entrance.
5. 6 rectangular pots located at the Smokey Hill entrance by the guard house.
6. 10 round pots. 4 on the bridge by the Smokey Hill entrance, 2 by the guard house at the Smokey Hill entrance, and 4 on the bridge located to the northeast of the Blackstone Country Club on the bridge.
7. 2 pedestal pots located in the median just north of the guard house at the Smokey Hill entrance.
8. 5 triangular shaped beds. 2 located at the South Country Club Pkwy & South Blackstone Pkwy round-about, 2 located at the East Mineral Drive & South Blackstone Pkwy round-about, and 1 located at East Mineral Drive & South Country Club Pkwy round-about.
9. Miscellaneous spots: Two Semi-Circle Beds located northeast of the Blackstone Country Club on the bridge. This area is located approximately 400 feet north of the intersection of East Long Circle & South Country Club Pkwy.
10. Miscellaneous spots: 2 beds located at the benches at East Clifton Place & East Mineral Drive
11. Miscellaneous spots: 1 landscape bed at the southeast corner of the Country Club Park, and 1 landscape bed on the southwest corner of the Hilltop Park.
12. **DOES NOT INCLUDE: The bed on the northeast corner of the South Country Club Pkwy & South Blackstone Pkwy round-about.**
13. **DOES NOT INCLUDE: The northern of the two monuments at the eastern entrance to the community along Monaghan, or any other areas not mentioned in this contract.**

Snow Removal: 1"-8" Snow Removal. Beyond 8" will be at T & M Rates

1. Contractor will provide snow removal services from September 1, 2022 through May 31, 2023. This will include all the sidewalks that abut district property, including the sidewalks within the medians (Country Club, Blackstone Parkway, & Mineral) the sidewalks at the parks, and the perimeter sidewalk. Snow removal will be done by the contractor around all district mail kiosks throughout the district as well.
2. Contractor will perform the snow removal at a 1" trigger. This means that upon the snow accumulating on site at 1" Landtech will begin mobilizing its crews and begin removal operations after that.
3. In order to determine if snow removal operations are required, 5 measurement locations have been agreed to and the average of these 5 locations will dictate if snow removal is required if its average depth exceeds 1".

Trash and Doggy Waste Stations

1. Completed at least weekly all year round. This will be done during the contractors scheduled weekly visits and this agreement includes the cost of the replacement trash/doggy bags

Terms & Conditions

General Scope of Work

1. **Scope of Work:** Contractor will furnish all labor, tools, specialized equipment, supervision and transportation required to maintain the landscape in an attractive condition throughout the year for the maintenance period specified in contract.
- ~~2. **Definitions:** The term "Contractor" where used in this agreement shall mean Landtech Contractors, Inc. The representative is Larry D. Overley. The term "Contracting Company" where used in this agreement shall mean Owner or Management Company.~~
- ~~2. **Insurance:** Contractor will carry complete and adequate workers compensation, automobile, and general liability insurance in the amount of not less than \$1,000,000.00 (One Million Dollars). Contractor shall supply Contracting Company with a certificate of insurance of such coverage prior to commencement date.~~
4. **Damages:** Contractor will be responsible for any damages to the property caused by this contract. The cost of all repairs will be borne by the Contractor.
5. **Acts of God:** The Contractor assumes no responsibility for and shall not be held liable by the Contracting Company for damages due to conditions beyond the contractor's control. Such conditions include, but are not limited to: harsh weather; abnormally cold winter temperatures; snow damage; ice; melting snow; wind; fire; vandalism; theft; and previous contractor's neglect or improper practices.
6. **Pre-Existing Conditions:** It is acknowledged by the parties that the present condition of the turf grass is Average, the present condition of trees is Average, the present condition of shrubs is Average, the present condition of the sprinkler system is Average, the present condition of walks is Average, the present condition of drives is Average and the present condition of native area is Average. The Contractor is not responsible for any such conditions nor any continual wear and tear, or acts of third parties.
7. **Communication System:** The Contractor is expected to be available via telephone, and respond as necessary to emergencies that may arise. Emergencies are defined as items, which, by their nature, cannot be postponed and may cause damage to health or property. Response to emergencies will be by whatever means is most practical to remedy a particular situation. Contractor is entitled to compensation for such emergencies.
8. **Personnel:** Contractor's employees shall conduct themselves in a workmanlike manner at all times. Contractor is expected to provide adequate supervision at all times.
9. **Licenses and Permits:** Contractor shall be responsible for obtaining and paying for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the Contractor's business. Such licenses and permits shall include, but not be limited to: business, and commercial pesticides applicator. However, special permits (such as special watering permits) will be obtained at the expense of the Contracting Company.
10. **Weather permitting:** All items in this agreement are stated assuming that weather conditions are favorable. Contractor is not to be held responsible, in any way, for delays in the completion of specified tasks due to weather conditions.
- ~~11. **Modification:** In all cases, the included "Exhibit D Description of Services" shall supersede or modify items stipulated in the "Exhibit B General Scope of Work".~~

Terms and Conditions

1. **Location.** This landscape maintenance agreement is for services to be performed at the following location(s); refer to the map attached to the Agreement as Exhibit A-1.
2. ~~**Term.** The term and start date of this agreement shall be agreed upon in exhibit E.~~
3. ~~**Assignment.** Neither party may assign this contract without the written consent of the other party.~~
4. ~~**Scheduling.** All work scheduling shall be at the discretion of Contractor as to time, day, month,~~

- etc. Contracted items will be given priority over time and material or extra work, in order to remain on established schedules.
5. **Delay.** The Contractor shall not be held liable for delays in completion of contracted items, due to, but not limited to: acts of God; acts of Contracting Company; weather conditions; acts of public; or any other unforeseen items beyond the reasonable control of the Contractor.
 6. **Modifications.** The general requirements, technical specifications, statement of charges, and landscape maintenance contract are all considered a part of this agreement and shall constitute the entire agreement between the contracting parties. No variance or modification shall be valid and enforceable, unless mutually agreed upon in writing.
 7. **Pricing and Payment.** The total amount of the base contract and base monthly charges shall be agreed upon in exhibit E. All accounts will be billed on the 1st day of each month, with terms of net 10 days for account to be paid in full. Early termination of the contract will result in an audit of actual services performed and billed accordingly. Extra services, if authorized, and emergency services shall be billed at the rates listed in section III of the "Statement of Charges" in the contract plus materials.
 8. **Termination Without Cause.** Either party may terminate this agreement without cause by sending written notice to the other party at the respective addresses herein stated. Written notice is to be given at least 30 days prior to effective date of termination. Full payment for the actual services performed and materials provided at time of termination becomes due and payable on, or before, date of termination. In the event of pre-payment of services not performed and/or materials not provided, credit refund will be due and payable on, or before, date of termination.
 9. **Termination for Cause.** Either party may terminate this contract for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause: (a) upon Contracting Company's failure to make any of the agreed upon payments, as outlined herein; or (b) for the Contracting Company's unreasonable determination of "lack of satisfactory performance or substantial completion of the Contractor's duties as specified herein". Contracting Company may terminate this agreement for cause: (a) for proof of lack of satisfactory performance; or (b) for obvious gross negligence or neglect by the Contractor.
 10. **Early Termination.** If customer terminates 12 month contract before end of 12 month period, payment is due for services rendered.
 11. **Notices.** All notices required hereunder shall be in writing and shall be sent in the United States mail, certified mail, return receipt requested, correctly addressed to contractor: Landtech Contractors, Inc. Maintenance Division, 625 N. Laredo St. Aurora, CO 80014.
 12. **Acceptance of Proposal.** The above prices, specifications, and conditions are satisfactory and are hereby accepted. LANDTECH CONTRACTORS, INC. is authorized to do the work as specified. Payment is outlined above in Section IV, paragraph 7. OWNER agrees that accounts 30 days past due will be charged 1.5% per month (18% per year). Should this account be referred to an agency, attorney or court for collection, OWNER agrees to pay reasonable attorney's fees, court costs and any other expenses of collection by LANDTECH CONTRACTORS, INC.
 13. **Attorneys Fees.** In the event either party to this agreement commences an action to enforce the terms of this agreement, then the prevailing party shall be entitled to recover its attorney's fees and costs.

EXHIBIT A-1
LANDSCAPE MAINTENANCE MAP



Blackstone Metro District Ownership and Maintenance Operations

Arapahoe County, Colorado

Tract Maintenance		Tract Ownership	
	Blackstone MD		Blackstone MD
	BCC Golf Course		BCC Golf Course
	City of Aurora		Cherry Creek School District
			County Tract

Note: All areas in map extent without maintenance designation are assumed to be maintained by the tract ownership entity.

References: USDA (2021), Arapahoe County Assessor (2022)

CORE Project #: 22-029 Date: 5/10/2022

CORE LAND DEVELOPMENT ENERGY PUBLIC INFRASTRUCTURE

3473 S. BROADWAY ENGLEWOOD, CO 80113 303.703.4444

0 500 Feet

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

EXHIBIT C-1
CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

LANDTECH CONTRACTORS, LLC

is a

Limited Liability Company

formed or registered on 03/01/1994 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19941024139 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/05/2023 that have been posted, and by documents delivered to this office electronically through 03/06/2023 @ 14:08:25 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/06/2023 @ 14:08:25 in accordance with applicable law. This certificate is assigned Confirmation Number 14756745 .



Jena Griswold

Secretary of State of the State of Colorado

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

INDEPENDENT CONTRACTOR AGREEMENT
(WASTE MANAGEMENT SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 21st day of February 2023, by and between BLACKSTONE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and GFL ENVIRONMENTAL SERVICES USA, INC., a Delaware corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

2. TERM/RENEWAL. This Agreement shall be effective as of May 1, 2023 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) midnight on June 1, 2026.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

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

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

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

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

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

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

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

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

11. CONTRACTOR'S INSURANCE.

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

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

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

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the

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

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

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

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

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's,

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

15. INDEMNIFICATION.

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

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

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

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted

assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

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

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

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

addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

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

District:	Blackstone Metropolitan District c/o Westwind Management Group, Inc. 27 Inverness Drive East Englewood, Colorado 80112 Attention: Shantelle Esquivel Phone: (303) 369-1800 Email: shantelle@westwindmanagement.com
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Clint C. Waldron, Esq. Phone: (303) 858-1800 E-mail: cwaldron@wbapc.com
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Contractor:	GFL Environmental Services USA, Inc. 7373 Washington Street Denver, CO 80229 Attention: Rob Gill Phone: (303) 744-9881 Email: robert.gill@gflenv.com
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21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of

this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

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

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

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

25. GOVERNING LAW.

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

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

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

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

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

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

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

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

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

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

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "**Work**") will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work

will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

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

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

[Signature pages follow].

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

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Waste Management
Services with GFL Environmental Services USA, Inc., dated March 21, 2023*

CONTRACTOR:
GFL ENVIRONMENTAL SERVICES USA,
INC., a Delaware corporation

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____
2023, by _____, as the _____ of GFL Environmental
Services USA, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

***Contractor’s Signature Page to Independent Contractor Agreement for Waste Management
Services with Blackstone Metropolitan District, dated March 21, 2023***

EXHIBIT A**SCOPE OF SERVICES/COMPENSATION SCHEDULE****Transition Plan:**

New carts will be delivered to _____ parking lot on May 26 & 27, 2023
 _____ parking lot will be available May 22-27, 2023 for Contractor to deliver new carts.

Service Plan:

Contractor will perform Services weekly on Fridays starting June 2, 2023.

Contractor will perform the following Services at the rates described in Schedule 1 of this Exhibit A:

SCHEDULE 1

The rates for Services provided from June 2, 2023 – June 1, 2024 are as follows:

Service	Cart Size	Frequency	Price
Trash	96 gallon	Weekly	\$16.00/month
Recycling	96 gallon	Weekly	Included in Trash Price
Additional Cart 1	96 gallon	Weekly	
Bulky Item		2 items annually	\$6.00/month
Bag Tags	Bags outside of cart	As needed	\$4 per tag

For Services performed from June 2, 2024 – June 1, 2025, the rate above will be increased by 5%.
 For Services performed from June 2, 2025 – June 1, 2026, the rate for the prior year will be increased by 5%.

Billing Information:

Individual invoices for additional carts or bag tags will be sent directly to the appropriate residences.

Additional Containers:

For residents who request an additional container prior to May 22, 2023, the District will maintain a list with each resident's name, address, phone number and email address. Prior to May 22, 2023, Contractor will request the list from the District and set up each resident to receive their own invoice for the additional cart in Contractor's billing system.

After May 22, 2023, Contractor will assist residents who request an additional container.

Communication:

Contractor will send out call and email blasts for missed pickups for reasons such as weather. The District will provide Contractor with a list of residents who consent to receive Contractor's call and email blasts.

Contractor will communicate missed resident pickups with the resident individually.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C**INSURANCE REQUIREMENTS**

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

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

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

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

EXHIBIT C-1
CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

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

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,
GFL Environmental Services USA, Inc.

is an entity formed or registered under the law of Delaware, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191021545.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/05/2023 that have been posted, and by documents delivered to this office electronically through 03/06/2023 @ 15:49:37.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/06/2023 @ 15:49:37 in accordance with applicable law. This certificate is assigned Confirmation Number 14757378.



Jena Griswold

Secretary of State of the State of Colorado

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

BLACKSTONE METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: CenterPoint Engineering, LLC

Title of Agreement/Contract: Mapping Services

Agreement/Contract Date: March 21, 2023

This Contract (“Agreement”) is made by and between Blackstone Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and the above-referenced contractor, provider, or other consultant (the “Contractor”).

Introduction. The District and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the “**Services**”): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District’s option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents, or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers’ compensation benefits or unemployment insurance benefits and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Warranty and Permits. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

6. Contractor's Insurance. The Contractor 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 Contractor 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 the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor'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 the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability acts, or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon ten (10) days' prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District 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. The District and Contractor understand and intend that the District'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.

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

12. **Remedies.** To the extent the Contractor's remedies for a District default under the 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 District's then-current fiscal period.

13. **Negotiated Provisions.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

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

15. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

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

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:	Contractor:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A

Scope of Services/Compensation Schedule



1626 Cole Blvd, Suite 125
Lakewood, CO 80401
T 303.670.4111
CenterPoint-eng.com

March 13, 2022

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

RE: Letter Agreement for Professional Consulting Services
Blackstone Metropolitan District – Aurora, CO

Dear Mr. Waldron,

CenterPoint Engineering (“CPE”) is pleased to provide this proposal for professional services to White Bear Ankele & Waldron (“WBAL”). CenterPoint Engineering has a highly qualified engineering team and capabilities to perform civil engineering services required for the mapping within Blackstone Metropolitan District.

Our project understanding, scope of services, schedule and fee are described as follows:

Project Location

The “Project” consists of various types of mapping (as described in Section 1.1 of this proposal) within the Blackstone Metropolitan District:

**Blackstone Metropolitan District
Aurora, CO**

Scope of Services

1.0 Mapping

1.1 Mapping

CPE will complete one 8.5” X 11” map to include the following:

- Blackstone District Ownership
- Blackstone District Tract Maintenance
- Blackstone Country Club Ownership
- Blackstone Country Club Tract Maintenance
- Cherry Creek School District Ownership
- City of Aurora Ownership

CPE will revise the maps based on owner comments if needed, up to 1 revision.

2023 Schedule of Fees and Reimbursable Expenses

Professional Service Fees

Fees for professional services are based on the time expended on the Project and the hourly fee rate for the professional or support staff performing the service.

Principal	.	.	.	.	.	.	.	.	.	\$250
Director	.	.	.	.	.	.	.	.	.	\$225
Project Manager, PE	.	.	.	.	.	.	.	.	.	\$195
Civil Engineer, PE	.	.	.	.	.	.	.	.	.	\$180
Project Coordinator, EIT	.	.	.	.	.	.	.	.	.	\$150
Project Engineer, EIT	.	.	.	.	.	.	.	.	.	\$140
Designer	.	.	.	.	.	.	.	.	.	\$125
Administration	.	.	.	.	.	.	.	.	.	\$95

Reimbursable Expenses

Direct Reimbursable Expenses mean the actual expense incurred in connection with the project.

The following schedule applies for Direct Reimbursable Expenses:

- Vehicle mileage is reimbursed at current IRS rate per mile for Project related travel
- In house plotting will be billed at \$1 per SF

The following Project related expenses are reimbursed at cost plus 10 percent:

- Copy and Reproduction Services
- Travel Expenses (other than vehicle mileage)
- Express Postage



1.2 Additional Revisions

After 1 revision, and if needed, CPE will revise the maps based on comments at a time and materials budget. The rates are attached to this proposal.

Proposed Schedule of Fees

1.0	MAPPING	\$	1,200
1.1	Blackstone Metropolitan District Mapping	\$	1,200
1.2	Additional Revisions		(T&M)
DESIGN TOTAL		\$	1,200
Reimbursables		\$	-

* All Budget and T&M identified line items will require prior authorization for work to be started.

CenterPoint Engineering

BY: 
 Matt Buono, PE

By Signing Below, you acknowledge that you have full authority to bind client to the terms of the Agreement. If you accept the terms set forth herein, please sign.

BY: _____
Signature

PRINT NAME: _____

TITLE: _____

DATE: _____

Attachments:
 Schedule of Fees and Reimbursable Expense

3/16/2023

Clint C. Waldron

White Bear Ankele Tanaka & Waldron

2154 E. Commons Avenue

Centennial, CO 80122

Re: Proposal to Provide Surveying Services for:

Blackstone – Legal Descriptions & Site Improvement Survey

City of Aurora, Colorado

Clint:

AzTec Consultants, Inc. is pleased to submit this proposal to provide surveying services for the **Blackstone Project** located in City of Aurora, Colorado. The following outlines our Scope of Services, Fee, Schedule, General Terms and Conditions.

[Scope of Services](#)

1. Control Survey

- Establish horizontal and vertical survey control for the site based on NGS and/or **City of Aurora** control points. The coordinate system will be a NAD83 Colorado State Plane **Central** Zone modified to ground coordinates. Vertical Datum will be NAVD88.

2. Boundary

- Establish the right-of-way of Smoky Hill Parkway, Monaghan Road, and E Mineral Place along the area in green on the attached "**Exhibit A**".
- Research County records to obtain subdivision plats, Land Survey Plats and deeds relevant to the site.
- Field survey to locate section corners, property corners and range points controlling the boundaries of the subject parcels.
- Resolve any discrepancies between field measured data and record data.

3. Site Improvements

- Field survey to locate the following improvements:
 - Monument entry sign at E Mineral Street and Monaghan Road
 - Curb gutter and fence located along the area outlined in green on the attached "**Exhibit A**"
- Add site improvements to the AutoCAD base map.

4. Legal Description with Exhibits

- The purpose of this task is to prepare a legal description for use in dedicating easements. See "Exhibit B" for location of legal and exhibit.
- Prepare a legal description and exhibit signed and sealed by a Colorado Licensed Professional Land Surveyor.
- Provide 2 signed and sealed original prints and 1 electronic pdf scan of the final description.
- The fees quoted herein are for Three (3) legal description with exhibits. Additional legal descriptions will require additional fees.

Fee

The Client agrees to pay AzTec Consultants compensation for services performed on a fixed fee basis, except as noted. The fees quoted herein will be used as a guide in determining the percentage of work completed by AzTec, where applicable. Progress billings will be made towards the end of each month for services performed during that period. All bills are due and payable upon receipt of invoice.

1. Control Survey	Lump Sum Fee: \$1,020
2. Boundary	Lump Sum Fee: \$1,500
3. Site Improvements	Lump Sum Fee: \$950
4. Legal Descriptions	
Legal Descriptions (1)	Lump Sum Fee: \$800
Legal Descriptions (2)	Lump Sum Fee: \$800
Legal Descriptions (3)	Lump Sum Fee: \$1,500

Total Lump Sum Fee: \$6,570

The above listed fees are valid for six (6) months after the date of this proposal.

Schedule

The Scope of Services will be completed within **Four (4)** weeks from the date that Written Notice to Proceed is received. Field workdays lost to snow cover or inclement weather will be added to the end of the schedule.

Please note for scheduling purposes Aztec Consultants can only adhere to the above described schedule for 72 hours after the date of this proposal. If notice to proceed is given after 72 hours after the date of this proposal, Aztec Consultants reserves the right to re-negotiate the terms of the schedule.



General Terms

It is understood and agreed between the parties that the total fee as described herein is for the scope of services as set forth herein. If unforeseen field conditions exist, assumptions of this proposal are not met, or additional services are requested by **White Bear Ankele Tanaka & Waldron, (Client)**, the scope of the additional services and a lump sum fee will be determined, and a change order will be prepared and sent to Client describing the scope and fees of the additional services requested. Work on the additional services will not commence until written authorization to proceed is received via standard mail, facsimile or e-mail. The attached General Terms and Conditions will be made a part of this agreement unless AzTec Consultants and Client have a "Master Service Agreement" in place.

We look forward to being a part of your team for this project. Please call if you have any questions.

Sincerely,

AzTec Consultants, Inc.



Daniel E. Davis, PLS
Principal

Approved and accepted this _____ day of _____, 2023, by

(Signature) Clint C. Waldron

_____ **for** **White Bear Ankele Tanaka & Waldron**
(Title) _____ **(Client name)**



EXHIBIT A

Site Improvements



EXHIBIT B Legal Description with Exhibits



GENERAL TERMS AND CONDITIONS

ARTICLE I. CONSULTANT SERVICES

1.1 STANDARD OF CARE: CONSULTANT shall perform its services in a manner consistent with that degree of knowledge and skill ordinarily used by members of the same profession practicing at the same time under the same or similar circumstances.

ARTICLE 2. PAYMENT

2.1 INVOICING: CLIENT agrees to pay CONSULTANT interim compensation for the work performed. Invoices will be sent on a monthly basis and payment is due upon receipt

2.2 EXTRA WORK: It is understood and agreed between the parties that the price is for the services set forth in the "Scope of Work". If additional services are requested by CLIENT, work will not commence until a signed CHANGE ORDER stating the additional services and the agreed upon price.

ARTICLE 3. INSURANCE

3.1 CONSULTANT shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen's Compensation Acts and for errors or omissions which may cause a claim for bodily injury, death or property damage as may arise from the performance of services under this Agreement. CONSULTANT will, upon request, file certification of such insurance with CLIENT or his authorized representative.

ARTICLE 4. WARRANTY, LIMITATION OF PROFESSIONAL LIABILITY

4.1 CONSULTANT makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the work was performed consistent with the Standard of Care.

4.2 LIMITATION OF LIABILITY: CLIENT agrees to the fullest extent permitted by law, to limit CONSULTANT'S and its employees' total aggregate liability to CLIENT for all injuries, claims, losses and damages arising out of or relating to the services performed by CONSULTANT, from any and all causes including but not limited to negligence, breach of contract or any other legal or equitable theory, to \$100,000.

4.3 BACK CHARGES: The CLIENT shall notify the CONSULTANT immediately of any alleged errors and subsequent back charges. The CONSULTANT, with the cooperation of the CLIENT, will immediately investigate such allegations to rightfully determine the degree of responsibility that should be borne by the CONSULTANT.

If surveying errors are alleged, the stakes must be preserved, whenever possible, in an undisturbed condition. If the stakes are not protected in said condition and a review of the surveying notes by CLIENT and CONSULTANT indicates correct staking procedure, then the stakes will be presumed to be correct.

ARTICLE 5. CORPORATE PROTECTION

5.1 It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Colorado corporation, and not against any of the CONSULTANT'S individual employees, officers or director.

ARTICLE 6. THIRD PARTY BENEFICIARIES

6.1 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CONSULTANT. CONSULTANT's services are performed solely for CLIENT's benefit and no other party or entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder.



3/16/2023

Clint C. Waldron

White Bear Ankele Tanaka & Waldron

2154 E. Commons Avenue

Centennial, CO 80122

Re: Proposal to Provide Surveying Services for:

Blackstone – Fence Survey

City of Aurora, Colorado

Clint:

AzTec Consultants, Inc. is pleased to submit this proposal to provide surveying services for the **Blackstone Project** located in City of Aurora, Colorado. The following outlines our Scope of Services, Fee, Schedule, General Terms and Conditions.

[Scope of Services](#)

1. Control Survey

- Establish horizontal and vertical survey control for the site based on NGS and/or **City of Aurora** control points. The coordinate system will be a NAD83 Colorado State Plane **Central** Zone modified to ground coordinates. Vertical Datum will be NAVD88.

2. Boundary

- Establish the boundaries of Blackstone Ranch adjoining the Blackstone Ranch golf course. Blackstone Ranch is generally outlined on the attached “**Exhibit A**”.
- Research County records to obtain subdivision plats, Land Survey Plats and deeds relevant to the site.
- Field survey to locate section corners, property corners and range points controlling the boundaries of the subject parcels.
- Resolve any discrepancies between field measured data and record data.
- Add the boundary data to the AutoCAD base map.
- This scope of services does not include preparing an ALTA Survey or Land Survey Plat.
- This scope of services does not include setting missing property corner monuments.

3. Site Improvements

- Field survey to locate the following improvements:
 - Fences adjoining the Blackstone Ranch Golf Course
- Add site improvements to the AutoCAD base map.

4. Exhibit

- The purpose of this task is to prepare an exhibit depicting the fences along the golf course and private ownership boundaries.
- Easements will not be shown.

Fee

The Client agrees to pay AzTec Consultants compensation for services performed on a fixed fee basis, except as noted. The fees quoted herein will be used as a guide in determining the percentage of work completed by AzTec, where applicable. Progress billings will be made towards the end of each month for services performed during that period. All bills are due and payable upon receipt of invoice.

1. Control Survey	Lump Sum Fee: \$1,740
2. Boundary	Lump Sum Fee: \$8,880
3. Site Improvements	Lump Sum Fee: \$5,880
4. Exhibit	Lump Sum Fee: \$2,940
	<u>Total Lump Sum Fee: \$19,440</u>

The above listed fees are valid for six (6) months after the date of this proposal.

Schedule

The Scope of Services will be completed within **Eight (8)** weeks from the date that Written Notice to Proceed is received. Field workdays lost to snow cover or inclement weather will be added to the end of the schedule.

Please note for scheduling purposes Aztec Consultants can only adhere to the above described schedule for 72 hours after the date of this proposal. If notice to proceed is given after 72 hours after the date of this proposal, Aztec Consultants reserves the right to re-negotiate the terms of the schedule.



General Terms

It is understood and agreed between the parties that the total fee as described herein is for the scope of services as set forth herein. If unforeseen field conditions exist, assumptions of this proposal are not met, or additional services are requested by **White Bear Ankele Tanaka & Waldron, (Client)**, the scope of the additional services and a lump sum fee will be determined, and a change order will be prepared and sent to Client describing the scope and fees of the additional services requested. Work on the additional services will not commence until written authorization to proceed is received via standard mail, facsimile or e-mail. The attached General Terms and Conditions will be made a part of this agreement unless AzTec Consultants and Client have a "Master Service Agreement" in place.

We look forward to being a part of your team for this project. Please call if you have any questions.

Sincerely,

AzTec Consultants, Inc.



Daniel E. Davis, PLS
Principal

Approved and accepted this _____ day of _____, 2023, by

(Signature) Clint C. Waldron

_____ **for** **White Bear Ankele Tanaka & Waldron**
(Title) _____ **(Client name)**



EXHIBIT A Blackstone Ranch



GENERAL TERMS AND CONDITIONS

ARTICLE I. CONSULTANT SERVICES

1.1 STANDARD OF CARE: CONSULTANT shall perform its services in a manner consistent with that degree of knowledge and skill ordinarily used by members of the same profession practicing at the same time under the same or similar circumstances.

ARTICLE 2. PAYMENT

2.1 INVOICING: CLIENT agrees to pay CONSULTANT interim compensation for the work performed. Invoices will be sent on a monthly basis and payment is due upon receipt

2.2 EXTRA WORK: It is understood and agreed between the parties that the price is for the services set forth in the "Scope of Work". If additional services are requested by CLIENT, work will not commence until a signed CHANGE ORDER stating the additional services and the agreed upon price.

ARTICLE 3. INSURANCE

3.1 CONSULTANT shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen's Compensation Acts and for errors or omissions which may cause a claim for bodily injury, death or property damage as may arise from the performance of services under this Agreement. CONSULTANT will, upon request, file certification of such insurance with CLIENT or his authorized representative.

ARTICLE 4. WARRANTY, LIMITATION OF PROFESSIONAL LIABILITY

4.1 CONSULTANT makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the work was performed consistent with the Standard of Care.

4.2 LIMITATION OF LIABILITY: CLIENT agrees to the fullest extent permitted by law, to limit CONSULTANT'S and its employees' total aggregate liability to CLIENT for all injuries, claims, losses and damages arising out of or relating to the services performed by CONSULTANT, from any and all causes including but not limited to negligence, breach of contract or any other legal or equitable theory, to \$100,000.

4.3 BACK CHARGES: The CLIENT shall notify the CONSULTANT immediately of any alleged errors and subsequent back charges. The CONSULTANT, with the cooperation of the CLIENT, will immediately investigate such allegations to rightfully determine the degree of responsibility that should be borne by the CONSULTANT.

If surveying errors are alleged, the stakes must be preserved, whenever possible, in an undisturbed condition. If the stakes are not protected in said condition and a review of the surveying notes by CLIENT and CONSULTANT indicates correct staking procedure, then the stakes will be presumed to be correct.

ARTICLE 5. CORPORATE PROTECTION

5.1 It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Colorado corporation, and not against any of the CONSULTANT'S individual employees, officers or director.

ARTICLE 6. THIRD PARTY BENEFICIARIES

6.1 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CONSULTANT. CONSULTANT'S services are performed solely for CLIENT'S benefit and no other party or entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder.



COMMITTEE REPORTS

March 2023 Report

Wednesday, March 15, 2023

Prepared For Blackstone Metropolitan District



Item 1

Spring Clean-Up Photos. Photos taken on 3/15/2023.

Spring Clean-Up will be completed by the time of the board meeting.



Item 2

Country Club Pkwy looking south.



Item 3

Country Club Pkwy looking east.



Item 4

Mineral and Country Club Pkwy round-about looking west.



Item 5

Median to the north of the Mineral and Country Club Pkwy round-about.



Item 6

Perimeter landscape bed on the north side along Smokey Hill.

Item 7

Other updates:

Mulch and rock refresh to be performed still. Change mulch type or no?

Native reseeding still set for April.

Spring flowers are being slightly reworked since the entryway redesign will disturb some of these flowers. We are exploring options which includes doing fall flowers for these areas after construction is completed.

Need to know the boards decision on the French Drains near Hilltop Park.

Tree proposal for 2023: Working with Bob on this, proposal is still in the works.



Date: 9/7/2022
 Name: Blackstone
 Project: French Drain at Hilltop Park
 Address: 7777 S Country Club Pkwy
 Aurora, CO 80016
 Attention: Bret Erickson

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

Contact: Sabrina
 Phone: (303) 369.1800
 Email: sabrina@westwindmanagement.com
 Address: 27 Inverness Drive East Englewood, CO 80112

Dear Bret,

Thank you, for the opportunity to present our proposal to you. The scope of work included in our bid is as follows: **Landtech will install a French Drain to allow the excess water from the Hilltop Park to drain into the gutter along the road, rather than letting the water spill over the top of the sidewalk. We will complete this by installing a perforated pipe under the sidewalk through a sleeve that we will install. There will be a catch basin near the drain to collect the runoff water. An image is included below to show the water going over the top of the sidewalk.**

DESCRIPTION	QUANTITY	Cost
French Drain installed at Hilltop Park	1 LS	\$1,750.00
Total		\$1,750.00

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

Sincerely,

Ben Zand
 Account Manager



525 Laredo Street
 Aurora, CO 80011
 Direct 720.975.2218
 Cell 720.749.0067
benz@landtechcontractors.com
www.landtechcontractors.com

Offer accepted as above:

Customer Signature

Printed Name and Title

Date



Date: 9/7/2022
 Name: Blackstone
 Project: Raising the Grade & French Drain
 at Hilltop Park
 Address: 7777 S Country Club Pkwy
 Aurora, CO 80016
 Attention: Bret Erickson

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

Contact: Sabrina
 Phone: (303) 369.1800
 Email: sabrina@westwindmanagement.com
 Address: 27 Inverness Drive East Englewood, CO 80112

Dear Bret,

Thank you, for the opportunity to present our proposal to you. The scope of work included in our bid is as follows: **Landtech will raise the grade of the common area landscaping to the east of 27836 E Alder Drive, which is located on the corner of E Alder Drive & S Waterloo Ct. We will add in 4-5 CY of topsoil to raise the grade so that water does not pool in this area. We will then install a French Drain with a perforated pipe leading under the sidewalk through a sleeve which will allow the water to drain into the gutter along the road. There are also 7 Dwarf Burning Bushes that have died in this area due to this excess water, this proposal includes replacing those 7 Deciduous Shrubs.**

An image showing where the water pools and the direction the French drain will be installed is included below.

DESCRIPTION	QUANTITY	Cost
Raising the grade at 27836 E Alder & Installing a French Drain to allow water to drain to the Road	1 LS	\$3,545.00
Total		\$3,545.00

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

Sincerely,

Ben Zand
 Account Manager



525 Laredo Street
 Aurora, CO 80011
 Direct 720.975.2218
 Cell 720.749.0067
benz@landtechcontractors.com
www.landtechcontractors.com

Offer accepted as above:

Customer Signature

Printed Name and Title


Date

Scope of Work



Photo of Water Going Over the Sidewalk



Archived: Wednesday, March 15, 2023 12:20:33 PM
From: Ben Zand
Sent: Thursday, March 9, 2023 9:01:32 AM
To: Shantelle Esquivel
Subject: Landtech - Boulder Relocation Proposal & Report
Sensitivity: Normal
Attachments:
[Boulder Relocation Proposal.pdf](#) 

Hi Shantelle,

Please see the attached proposal & report for relocating the boulders. I did itemize the price for the sod replacement, should the board elect to pay for that separately rather than having that count towards their yearly total amount of sod replacement from the maintenance contract.

FYI, I'd rather get to this sooner than later before the ground softens up and we get spring moisture.

Let me know if you have any questions for me, please.

Thank you,

Ben Zand
Account Manager

Click below to leave us a review!



525 Laredo Street
Aurora, CO 80011
Office 303-344-4465
Direct 720-975-2218
Cell 720-749-0067
benz@landtechcontractors.com
www.landtechcontractors.com



Date: 3/9/2023
 Name: Blackstone Metro District
 Project: Boulder Relocation & Topsoil Infill
 Address: 7777 S Country Club Pkwy
 Aurora, CO 80016
 Attention: Shantelle Esquivel

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

Billing
 Contact: Shantelle Esquivel
 Phone: 303-369-1800 (x136)
 Email: shantelle@westwindmanagement.com
 Address: 27 Inverness Drive East Englewood, CO 80112

Dear **Shantelle**,

Thank you, for the opportunity to present our proposal to you. The scope of work included in our bid is as follows: **Landtech will relocate the 16 boulders shown on the report below and move them to the north of the Country Club’s maintenance yard. This area is also shown on the report below.**

We will use a skid steer with forks and a bucket and a dump trailer to transport the boulders. We will then backfill those areas with topsoil to level out the surface.

Landtech has also provided a price to resod these areas in late spring/early summer, and this has been itemized separately in case the board would prefer to not have this count towards their yearly sod replacement that is included in the maintenance contract.

DESCRIPTION	QUANTITY	Cost
<u>Base Bid</u>		
<ul style="list-style-type: none"> • Relocate 16 Boulders • Infill with Topsoil 	1 LS	\$5,700.00
<u>Sod Option</u>		
<ul style="list-style-type: none"> • Replacing ~300 SF of sod 	1 LS	\$800.00
Total		\$6,500.00

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

Sincerely,

Ben Zand
 Account Manager



525 Laredo Street
 Aurora, CO 80011
 Direct 720.975.2218
 Cell 720.749.0067
benz@landtechcontractors.com
www.landtechcontractors.com

Offer accepted as above:

Customer Signature

Printed Name and Title

Date



Item 1

9 boulders at mineral and country club round about



Item 2



Item 3



Item 4

Item 5

No boulders at Blackstone and Mineral round about



Item 6

5 boulders at Blackstone and Country Club



Item 7



Item 8



Item 9



Item 10

2 boulders at mineral place and vandriver way



Item 11

Proposed location to store the boulders

Archived: Friday, March 17, 2023 12:50:23 PM

From: Ben Zand

Sent: Friday, March 17, 2023 12:09:00 PM

To: Shantelle Esquivel

Subject: Landtech - Sod Repair Proposal along Monaghan

Sensitivity: Normal

Attachments:

[Sod Trench Repair 2023.pdf](#) 

Hi Shantelle,

Please see the attached proposal for repairing an area of sod along Monaghan that looks like it was run over by a large truck. If we do find any major irrigation repair work here, that will end up falling onto an irrigation T & M repair ticket.

FYI, this is just to smooth out the area and to fill it with topsoil. We will repair this later with sod from the contract or for an additional price. It depends on what the board likes.

Let me know if you have any questions or concerns for me on this.

Thank you,

Ben Zand

Account Manager

Click below to leave us a review!



525 Laredo Street

Aurora, CO 80011

Office 303-344-4465

Direct 720-975-2218

Cell 720-749-0067

benz@landtechcontractors.com

www.landtechcontractors.com



Sod Repair Along Monaghan

Date 3/17/2023
Customer Shantelle Esquivel | Westwind Management | 27 Inverness Drive East | Englewood, CO 80112
Property Blackstone Metro District | 7777 S. Country Club Pkwy | Aurora, CO 80016
Billing Email curtis.bourgouin@claconnect.com

Landtech will remove the trench created in the sod area along Monaghan and level off the area with topsoil to return the area to a smooth surface. Given the time of the year, Landtech does not recommend installing new sod in this area until May. This proposal is only for the removal of the trench and importing topsoil to fix the grade. Landtech will follow up with an addition proposal to install new sod in this area, or we can use some of the allotted sod in your maintenance contract to repair this area.





Landscape Repair

Sod Trench Repair

Items

Repair Along Managhan

Quantity

1.00

Unit

Flat

Sod Trench Repair: \$1,050.00

PROJECT TOTAL: \$1,050.00

Terms & Conditions

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

By _____

Ben Zand

Date 3/17/2023

Landtech Contractors, LLC

By _____

Date _____

Blackstone Metro District

Archived: Friday, March 17, 2023 8:44:45 AM

From: Jeremy Fletcher

Sent: Tuesday, March 14, 2023 4:15:43 PM

To: Shantelle Esquivel

Subject: RE: Blackstone Metro District - Commercial Vehicle (State Definition)

Sensitivity: Normal

98

Hi Shantelle,

Thank you for the email. In so far as a state definition or guidelines, there are none that I can think of that would fulfill the District's purposes, there are a few that the DMV uses that entail Busses, that being said the definition provided is a fairly common one that we see all the time and can be further defined in the rules and regulations if the Board would like to tighten up, or specify the definition.

Sincerely,

Jeremy Fletcher

Jeremy Fletcher :: (he ·him ·theirs) :: Attorney

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

Direct 303.991.2008 :: Main 303.432.9999 :: Fax 303.991.2047

jfletcher@altitude.law :: www.altitude.law

Links ::



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

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

From: Shantelle Esquivel <Shantelle@westwindmanagement.com>

Sent: Wednesday, March 8, 2023 2:13 PM

To: Jeremy Fletcher <JFletcher@altitude.law>

Subject: Blackstone Metro District - Commercial Vehicle (State Definition)

Good afternoon Jeremy,

We sent out an Advisory Notice to this resident for having a commercial vehicle parked in their driveway – see attach. The Board reviewed the notice and vehicle and wanted to know if there are any state guidelines/definitions as it relates to commercial vehicles. Below is the current guideline we used for the Advisory Notice.

The Blackstone Metropolitan District, Section 3.7. Vehicular Parking, Storage and Repairs state: *Except as may otherwise be set forth in the rules and regulations or Guidelines, commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, recreational vehicles, golf carts and boat trailers, shall be parked only in enclosed garages or specific areas, if any, which may be designated by the governing board of the Metropolitan District.*

Thanks,
Shantelle Esquivel
District & Association Business Manager
Westwind Management Group, LLC
27 Inverness Drive East
Englewood, CO 80112
303-369-1800 (x136) Phone
303-369-0007 Fax
www.westwindmanagement.com



Providing Excellence in Community Association Management & Accounting Services since 1986

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FINANCIAL REPORT

BLACKSTONE METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
FEBRUARY 28, 2023

Blackstone Metro District
Balance Sheet - Governmental Funds
For the Period Ending February 28, 2023

	General	Special Revenue	Debt Service	Capital Projects	Capital Projects - Regional Improvement	Total
Assets						
Checking Account	\$ 27,250	\$ 20,260	\$ -	\$ -	\$ -	\$ 47,510
Colostrust	2,967,962	3,635	1,756,320	444,995	80	5,172,993
Accounts receivable	32,094	108,577	-	-	-	140,670
Receivable from County Treasurer	509,512	-	587,588	-	21,922	1,119,021
Prepaid insurance	450	-	-	-	-	450
Total Assets	\$ 3,537,268	\$ 132,472	\$ 2,343,908	\$ 444,995	\$ 22,002	\$ 6,480,644
Liabilities						
Accounts payable	\$ 1,883	\$ 832	\$ -	\$ 9,761	\$ -	\$ 12,476
Due to SARIA	-	-	-	-	22,002	22,002
Prepaid assessments	-	45,552	-	-	-	45,552
Total Liabilities	1,883	46,384	-	9,761	22,002	80,030
Fund Balances	3,535,384	86,088	2,343,908	435,234	-	6,400,614
Liabilities and Fund Balances	\$ 3,537,268	\$ 132,472	\$ 2,343,908	\$ 444,995	\$ 22,002	\$ 6,480,644

Blackstone Metro District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending February 28, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 1,209,674	\$ 512,597	\$ 697,077
Specific ownership taxes	75,743	12,810	62,933
Interest income	36,000	22,423	13,577
Total Revenue	<u>1,321,417</u>	<u>547,830</u>	<u>773,587</u>
Expenditures			
Accounting	55,000	4,864	50,136
Auditing	5,500	-	5,500
County Treasurer's fee	18,145	7,689	10,457
Directors' fees	5,000	600	4,400
Director and meeting expense	2,000	-	2,000
Insurance	40,000	32,094	7,906
Legal	70,000	4,543	65,456
Miscellaneous	2,000	1,283	717
Payroll taxes	383	46	337
Election	40,000	861	39,139
Website	1,500	-	1,500
Contingency	24,472	-	24,472
Total Expenditures	<u>264,000</u>	<u>51,980</u>	<u>212,020</u>
Other Financing Sources (Uses)			
Transfers to other fund	(2,265,545)	-	(2,265,545)
Total Other Financing Sources (Uses)	<u>(2,265,545)</u>	<u>-</u>	<u>(2,265,545)</u>
Net Change in Fund Balances	(1,208,128)	495,850	(1,703,978)
Fund Balance - Beginning	2,998,638	3,039,534	(40,896)
Fund Balance - Ending	<u>\$ 1,790,510</u>	<u>\$ 3,535,384</u>	<u>\$ (1,744,874)</u>

Blackstone Metro District
Special Revenue Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending February 28, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Operations fee (homeowners)	\$ 600,000	\$ 141,141	\$ 458,859
Operations fee (vacant lots)	4,500	725	3,775
Working capital	50,000	500	49,500
Design review fees	4,000	90	3,910
Legal collection fees	20,000	1,311	18,689
Violations and late fees	15,000	1,475	13,525
Interest income	305	65	240
Other revenue	10,000	2,334	7,666
Total Revenue	<u>703,805</u>	<u>147,641</u>	<u>556,164</u>
Expenditures			
Facilities management - contract	53,000	8,800	44,200
Facilities management - costs	25,000	1,420	23,580
Miscellaneous	5,000	2,146	2,854
Security	24,000	-	24,000
Irrigation repairs and improvements	50,000	-	50,000
Landscape improvements	50,000	-	50,000
Landscape maintenance - contract	395,000	63,864	331,136
Tree and shrub maintenance	25,000	-	25,000
Snow removal	35,000	-	35,000
Grounds maintenance	25,000	292	24,708
Holiday lighting	25,000	118	24,882
Lighting	11,100	200	10,900
Playground inspection and repairs	11,000	-	11,000
Water	140,000	162	139,838
Gas and electric	20,000	2,785	17,215
Community activities	35,000	238	34,762
Design review	12,000	495	11,505
Legal - collections	30,000	1,613	28,387
Trash Collection	153,000	-	153,000
Contingency	35,000	-	35,000
Total Expenditures	<u>1,159,100</u>	<u>82,133</u>	<u>1,076,967</u>
Other Financing Sources (Uses)			
Transfers from other funds	457,259	-	457,259
Total Other Financing Sources (Uses)	<u>457,259</u>	<u>-</u>	<u>457,259</u>
Net Change in Fund Balances	1,964	65,508	(63,544)
Fund Balance - Beginning	19,100	20,580	(1,480)
Fund Balance - Ending	<u>\$ 21,064</u>	<u>\$ 86,088</u>	<u>\$ (65,024)</u>

SUPPLEMENTARY INFORMATION

Blackstone Metro District
Debt Service Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending February 28, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 1,395,778	\$ 591,458	\$ 804,320
Specific ownership taxes	83,747	14,163	69,584
Interest income	25,000	12,909	12,091
Total Revenue	<u>1,504,525</u>	<u>618,530</u>	<u>885,995</u>
Expenditures			
County Treasurer's fee	20,937	8,872	12,065
Paying agent fees	450	-	450
Bond interest	1,086,125	-	1,086,125
Bond principal	450,000	-	450,000
Contingency	4,488	-	4,488
Total Expenditures	<u>1,562,000</u>	<u>8,872</u>	<u>1,553,128</u>
Net Change in Fund Balances	(57,475)	609,659	(667,134)
Fund Balance - Beginning	1,701,646	1,734,249	(32,603)
Fund Balance - Ending	<u>\$ 1,644,171</u>	<u>\$ 2,343,908</u>	<u>\$ (699,737)</u>

Blackstone Metro District
Capital Projects Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending February 28, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 6,750	\$ 3,457	\$ 3,293
Total Revenue	<u>6,750</u>	<u>3,457</u>	<u>3,293</u>
Expenditures			
Reserve study	15,000	1,625	13,375
Entryways/roundabouts	1,500,000	16,598	1,483,402
Trees	300,000	-	300,000
Total Expenditures	<u>1,815,000</u>	<u>18,223</u>	<u>1,796,777</u>
Other Financing Sources (Uses)			
Transfers from other funds	1,808,250	-	1,808,250
Total Other Financing Sources (Uses)	<u>1,808,250</u>	<u>-</u>	<u>1,808,250</u>
Net Change in Fund Balances	-	(14,766)	14,766
Fund Balance - Beginning	450,000	450,000	-
Fund Balance - Ending	<u>\$ 450,000</u>	<u>\$ 435,234</u>	<u>\$ 14,766</u>

Blackstone Metro District
Fund Financials - Capital Projects - Regional Improvement Fund
Fund Balances - Budget and Actual
For the Period Ending February 28, 2023

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
Revenues			
Property taxes	52,713	22,337	(30,376)
Total Revenue	<u>52,713</u>	<u>22,337</u>	<u>(30,376)</u>
Expenditures			
County Treasurer's fee	791	335	(456)
Regional mill levy - Payment to SARIA	51,922	22,002	(29,920)
Total Expenditures	<u>52,713</u>	<u>22,337</u>	<u>(30,376)</u>
Net Change in Fund Balances	-	-	-
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**BLACKSTONE METROPOLITAN DISTRICT
2023 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 2023. 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.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

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
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

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.

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.

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.

**BLACKSTONE METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures (continued)

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.

Reserves

Emergency Reserves

The District has provided an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2023, as defined under TABOR.

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

Bonds and Interest Maturing in the Year Ending December 31,	\$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		
	Principal	Interest	Total
2023	\$ 450,000	\$ 1,086,125	\$ 1,536,125
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
	\$ 26,485,000	\$ 17,129,125	\$ 43,614,125

Blackstone Metropolitan District
Schedule of Cash Position
February 28, 2023
Updated as of March 15, 2023

	<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 2/28/23	\$ 27,250.42	\$ 20,259.82	\$ -	\$ -	\$ -	\$ 47,510.24
Subsequent activity:						
03/01/23 - Aurora Water Autopay	-	(167.24)	-	-	-	(167.24)
03/03/23 - Bill.com Payment	-	(118.00)	-	-	-	(118.00)
03/03/23 - Void Bill.com Payment	32,094.00	-	-	-	-	32,094.00
<i>Anticipated Transfer from HOA</i>	-	15,000.00	-	-	-	15,000.00
<i>Anticipated Bill.com Payment</i>	(1,357.49)	(37,119.87)	-	(9,760.60)	-	(48,237.96)
<i>Anticipated Transfer from Colotruster</i>	-	20,239.40	-	9,760.60	-	30,000.00
<i>Anticipated Balance</i>	<u>57,986.93</u>	<u>18,094.11</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>76,081.04</u>
<u>Colotruster - Savings Account</u>						
Balance as of 2/28/23	\$ 2,967,961.68	\$ 3,635.20	\$ 1,756,320.39	\$ 444,994.86	\$ 80.28	\$ 5,172,992.41
Subsequent activity:						
03/03/23 - Oil and Gas Lease Bonus	25,740.00	-	-	-	-	25,740.00
03/10/23 - Property Taxes	509,511.52	-	587,587.21	-	21,922.06	1,119,020.79
Surplus fund	-	-	(1,000,000.00)	-	-	(1,000,000.00)
<i>Anticipated Transfer to Checking</i>	-	(20,239.40)	-	(9,760.60)	-	(30,000.00)
<i>Anticipated Transfer Between Funds</i>	(20,000.00)	20,000.00	-	-	-	-
<i>Anticipated Transfer to SARIA</i>	-	-	-	-	(22,002.34)	(22,002.34)
<i>Anticipated Balance</i>	<u>3,483,213.20</u>	<u>3,395.80</u>	<u>1,343,907.60</u>	<u>435,234.26</u>	<u>-</u>	<u>5,265,750.86</u>
<i>Total by fund</i>	<u>\$ 3,541,200.13</u>	<u>\$ 21,489.91</u>	<u>\$ 1,343,907.60</u>	<u>\$ 435,234.26</u>	<u>\$ -</u>	<u>\$ 5,341,831.90</u>

Yield Information:

Colotruster Prime (February 2023) - 4.33%
Colotruster Plus (February 2023) - 4.74%

BLACKSTONE METROPOLITAN DISTRICT
Property Taxes Reconciliation
2023

	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	\$ 4,109.69	\$ -	\$ 13,400.92	\$ -	\$ (61.65)	\$ -	\$ 17,448.96	0.15%	0.15%	\$ 48,552.84	1.20%	1.20%
February	1,122,283.14	-	13,571.90	-	(16,834.25)	-	1,119,020.79	42.22%	42.37%	1,260,554.11	43.66%	44.86%
March	-	-	-	-	-	-	-	0.00%	42.37%	119,892.01	3.63%	48.49%
April	-	-	-	-	-	-	-	0.00%	42.37%	145,818.08	4.60%	53.09%
May	-	-	-	-	-	-	-	0.00%	42.37%	164,506.68	5.29%	58.38%
June	-	-	-	-	-	-	-	0.00%	42.37%	1,160,255.28	40.19%	98.57%
July	-	-	-	-	-	-	-	0.00%	42.37%	38,139.96	0.82%	99.39%
August	-	-	-	-	-	-	-	0.00%	42.37%	26,662.93	0.27%	99.66%
September	-	-	-	-	-	-	-	0.00%	42.37%	16,687.06	0.03%	99.70%
October	-	-	-	-	-	-	-	0.00%	42.37%	14,957.70	0.00%	99.70%
November	-	-	-	-	-	-	-	0.00%	42.37%	25,945.12	0.30%	100.00%
December	-	-	-	-	-	-	-	0.00%	42.37%	13,489.32	0.00%	100.00%
\$ 1,126,392.83	\$ -	\$ 26,972.82	\$ -	\$ (16,895.90)	\$ -	\$ -	\$ 1,136,469.75	42.37%	42.37%	\$ 3,035,461.09	100.00%	100.00%

Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied	
General Fund	\$ 1,209,674.00	45.51%	\$ 512,597.24	42.37%
Debt Service Fund	1,395,778.00	52.51%	591,458.19	42.37%
Regional	52,713.00	1.98%	22,337.40	42.38%
\$ 2,658,165.00	100.00%	\$ 1,126,392.83		

Specific Ownership Tax

General Fund	\$ 75,743.00	47.49%	\$ 12,809.64	16.91%
Debt Service Fund	83,747.00	52.51%	14,163.18	16.91%
\$ 159,490.00	100.00%	\$ 26,972.82		

Treasurer's Fees

General Fund	\$ 18,145.00	45.51%	\$ 7,688.97	42.38%
Debt Service Fund	20,937.00	52.51%	8,871.87	42.37%
Regional	791.00	1.98%	335.06	42.36%
\$ 39,873.00	100.00%	\$ 16,895.90		

Due To SARIA From 2022	\$ 312.30
Pledged Ptax Collected	22,002.34
Payments to SARIA	312.30
Due To SARIA	\$ 22,002.34

BLACKSTONE METROPOLITAN DISTRICT
ANNUAL PROJECTIONS
FOR THE YEARS ENDING DECEMBER 31, 2023 THROUGH 2030

PRELIMINARY DRAFT
SUBJECT TO REVISION



Accountants' Compilation Report

Board of Directors

Blackstone Metropolitan District

Management is responsible for the accompanying budget of revenues, expenditures, and fund balances of Blackstone Metropolitan District for the year ending December 31, 2022, including the actual comparative information for the years ending December 31, 2019, 2020, 2021, and 2022, in the format prescribed by Colorado Revised Statutes (C.R.S.) 29-1-105 and the related summary of significant assumptions in accordance with guidelines for the presentation of a budget established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the accompanying budget.

The budgeted results may not be achieved as there will usually be differences between the budgeted and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. We assume no responsibility to update this report for events and circumstances occurring after the date of this report.

We draw attention to the summary of significant assumptions which describe that the budget is presented in accordance with the requirements of C.R.S. 29-1-105, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

We are not independent with respect to Blackstone Metropolitan District.

Greenwood Village, Colorado

February 17, 2023

**BLACKSTONE METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2023 THROUGH 2030 PROJECTION
WITH 2019 - 2021 ACTUAL AND 2022 BUDGETED
For the Years Ended and Ending December 31,**

2/17/23

	ACTUAL 2019	ACTUAL 2020	ACTUAL 2021	ACTUAL 2022	BUDGET 2023	PROJECTED 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029	PROJECTED 2030
ASSESSED VALUATION												
Residential	\$ 27,725,282	\$ 34,657,743	\$ 37,701,453	\$ 42,632,450	\$ 42,869,846	\$ 44,548,704	\$ 47,554,836	\$ 48,030,384	\$ 48,510,688	\$ 48,995,795	\$ 49,485,753	\$ 49,980,611
Commercial	1,852,338	1,828,612	1,836,704	1,378,952	1,378,952	1,392,742	1,406,669	1,420,736	1,434,943	1,449,292	1,463,785	1,478,423
State assessed	374,650	194,010	570,100	3,720	8,930	8,930	8,930	8,930	8,930	8,930	8,930	8,930
Vacant land	4,965,820	4,197,326	2,839,541	1,663,976	1,059,326	604,650	-	-	-	-	-	-
	<u>34,918,090</u>	<u>40,877,691</u>	<u>42,947,798</u>	<u>45,679,098</u>	<u>45,317,054</u>	<u>46,555,026</u>	<u>48,970,435</u>	<u>49,460,050</u>	<u>49,954,561</u>	<u>50,454,017</u>	<u>50,958,468</u>	<u>51,467,964</u>
Adjustments	-	-	-	900,597	1,208,868	-	-	-	-	-	-	-
Certified Assessed Value	<u>\$ 34,918,090</u>	<u>\$ 40,877,691</u>	<u>\$ 42,947,798</u>	<u>\$ 46,579,695</u>	<u>\$ 46,525,922</u>	<u>\$ 46,555,026</u>	<u>\$ 48,970,435</u>	<u>\$ 49,460,050</u>	<u>\$ 49,954,561</u>	<u>\$ 50,454,017</u>	<u>\$ 50,958,468</u>	<u>\$ 51,467,964</u>
MILL LEVY												
General	30.000	30.000	30.000	28.000	26.000	24.000	22.000	20.000	20.000	20.000	20.000	20.000
Debt Service	35.000	35.000	35.000	33.000	30.000	30.000	30.000	30.000	30.000	30.000	30.000	30.000
Capital Projects - Regional Improvement	1.105	1.113	1.113	1.113	1.133	5.853	5.550	5.550	5.550	5.550	5.550	5.550
	<u>66.105</u>	<u>66.113</u>	<u>66.113</u>	<u>62.113</u>	<u>57.133</u>	<u>59.853</u>	<u>57.550</u>	<u>55.550</u>	<u>55.550</u>	<u>55.550</u>	<u>55.550</u>	<u>55.550</u>
Total mill levy	<u>66.105</u>	<u>66.113</u>	<u>66.113</u>	<u>62.113</u>	<u>57.133</u>	<u>59.853</u>	<u>57.550</u>	<u>55.550</u>	<u>55.550</u>	<u>55.550</u>	<u>55.550</u>	<u>55.550</u>
PROPERTY TAXES												
General	\$ 1,047,543	\$ 1,226,331	\$ 1,288,434	\$ 1,304,231	\$ 1,209,674	\$ 1,117,321	\$ 1,077,350	\$ 989,201	\$ 999,091	\$ 1,009,080	\$ 1,019,169	\$ 1,029,359
Debt Service	1,222,133	1,430,719	1,503,173	1,537,130	1,395,778	1,396,651	1,469,113	1,483,802	1,498,637	1,513,621	1,528,754	1,544,039
Capital Projects - Regional Improvement	38,584	45,497	47,801	51,843	52,713	272,487	271,786	274,503	277,248	280,020	282,819	285,647
	<u>2,308,260</u>	<u>2,702,547</u>	<u>2,839,408</u>	<u>2,893,204</u>	<u>2,658,165</u>	<u>2,786,459</u>	<u>2,818,249</u>	<u>2,747,506</u>	<u>2,774,976</u>	<u>2,802,721</u>	<u>2,830,742</u>	<u>2,859,045</u>
Levied property taxes	2,308,260	2,702,547	2,839,408	2,893,204	2,658,165	2,786,459	2,818,249	2,747,506	2,774,976	2,802,721	2,830,742	2,859,045
Adjustments to actual/rounding	(8,507)	1,743	(284)	-	-	-	-	-	-	-	-	-
Refunds and abatements	(32,490)	(2,286)	(288)	-	-	-	-	-	-	-	-	-
	<u>\$ 2,267,263</u>	<u>\$ 2,702,004</u>	<u>\$ 2,838,836</u>	<u>\$ 2,893,204</u>	<u>\$ 2,658,165</u>	<u>\$ 2,786,459</u>	<u>\$ 2,818,249</u>	<u>\$ 2,747,506</u>	<u>\$ 2,774,976</u>	<u>\$ 2,802,721</u>	<u>\$ 2,830,742</u>	<u>\$ 2,859,045</u>
Budgeted property taxes	<u>\$ 2,267,263</u>	<u>\$ 2,702,004</u>	<u>\$ 2,838,836</u>	<u>\$ 2,893,204</u>	<u>\$ 2,658,165</u>	<u>\$ 2,786,459</u>	<u>\$ 2,818,249</u>	<u>\$ 2,747,506</u>	<u>\$ 2,774,976</u>	<u>\$ 2,802,721</u>	<u>\$ 2,830,742</u>	<u>\$ 2,859,045</u>
BUDGETED PROPERTY TAXES												
General	\$ 1,029,176	\$ 1,226,083	\$ 1,288,173	\$ 1,304,231	\$ 1,209,674	\$ 1,117,321	\$ 1,077,350	\$ 989,201	\$ 999,091	\$ 1,009,080	\$ 1,019,169	\$ 1,029,359
Debt Service	1,200,187	1,430,433	1,502,871	1,537,130	1,395,778	1,396,651	1,469,113	1,483,802	1,498,637	1,513,621	1,528,754	1,544,039
Capital Projects - Regional Improvement	37,900	45,488	47,792	51,843	52,713	272,487	271,786	274,503	277,248	280,020	282,819	285,647
	<u>\$ 2,267,263</u>	<u>\$ 2,702,004</u>	<u>\$ 2,838,836</u>	<u>\$ 2,893,204</u>	<u>\$ 2,658,165</u>	<u>\$ 2,786,459</u>	<u>\$ 2,818,249</u>	<u>\$ 2,747,506</u>	<u>\$ 2,774,976</u>	<u>\$ 2,802,721</u>	<u>\$ 2,830,742</u>	<u>\$ 2,859,045</u>

No assurance provided. See summary of significant assumptions.

**BLACKSTONE METROPOLITAN DISTRICT
GENERAL FUND
2023 THROUGH 2030 PROJECTION
WITH 2019 - 2021 ACTUAL AND 2022 BUDGETED
For the Years Ended and Ending December 31,**

2/17/23

	ACTUAL 2019	ACTUAL 2020	ACTUAL 2021	ACTUAL 2022	BUDGET 2023	PROJECTED 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029	PROJECTED 2030
BEGINNING FUND BALANCE	\$ 557,267	\$ 850,148	\$ 1,890,546	\$ 2,268,154	\$ 3,103,559	\$ 1,896,931	\$ 1,919,399	\$ 2,257,649	\$ 2,462,769	\$ 2,636,664	\$ 2,780,441	\$ 2,892,209
REVENUES												
Property taxes	1,029,176	1,226,083	1,288,173	1,304,231	1,209,674	1,117,321	1,077,350	989,201	999,091	1,009,080	1,019,169	1,029,359
Specific ownership taxes	85,150	89,845	93,274	85,908	75,743	97,287	94,440	88,459	89,344	90,237	91,139	92,050
Interest income	23,844	5,299	1,531	55,986	36,000	42,000	42,000	42,000	42,000	42,000	42,000	42,000
Other revenue	1,972	-	6,802	-	-	-	-	-	-	-	-	-
Total revenues	1,140,142	1,321,227	1,389,780	1,446,125	1,321,417	1,256,608	1,213,790	1,119,660	1,130,435	1,141,317	1,152,308	1,163,409
TRANSFERS IN												
Transfers from other funds	6,623	-	-	-	-	-	-	-	-	-	-	-
Total funds available	1,704,032	2,171,375	3,280,326	3,714,279	4,424,976	3,153,539	3,133,189	3,377,309	3,593,204	3,777,981	3,932,749	4,055,618
EXPENDITURES												
General and administrative												
Accounting	38,058	43,720	42,558	44,555	55,000	57,000	59,000	61,000	63,000	65,000	67,000	69,000
Audit	4,950	4,950	5,000	5,400	5,500	6,000	7,000	8,000	9,000	10,000	11,000	12,000
County Treasurer's fee	15,429	18,403	19,340	19,584	18,145	16,760	16,161	14,839	14,987	15,137	15,288	15,441
Directors' fees	3,700	4,700	1,700	1,200	5,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Director and meeting expense	1,994	1,151	-	1,918	2,000	3,000	4,000	5,000	6,000	7,000	8,000	9,000
Election expense	-	39,224	-	27,998	40,000	-	42,000	-	44,000	-	46,000	-
Insurance	24,577	27,892	32,931	33,843	40,000	41,000	42,000	43,000	44,000	45,000	46,000	47,000
Legal	60,200	92,660	56,792	68,399	70,000	72,000	74,000	76,000	78,000	80,000	82,000	84,000
Engineering	953	-	-	-	2,000	-	-	-	-	-	-	-
Miscellaneous	2,040	1,268	3,327	488	-	-	-	-	-	-	-	-
Payroll taxes	245	383	145	46	383	459	459	459	459	459	459	459
Website	1,738	350	150	1,200	1,500	2,000	3,000	4,000	5,000	6,000	7,000	8,000
Contingency	-	-	-	-	24,472	45,781	5,380	47,702	5,554	49,404	5,253	51,100
Total expenditures	153,884	234,701	161,943	204,631	264,000	250,000	259,000	266,000	276,000	284,000	294,000	302,000
TRANSFERS OUT												
Transfers to Operations Fee Fund	-	-	-	115,589	455,795	484,140	516,540	548,540	580,540	613,540	646,540	679,540
Transfers to Capital Projects Fund	700,000	46,128	850,229	290,500	1,808,250	500,000	100,000	100,000	100,000	100,000	100,000	100,000
Total Transfers to other funds	700,000	46,128	850,229	406,089	2,264,045	984,140	616,540	648,540	680,540	713,540	746,540	779,540
Total expenditures and transfers out requiring appropriation	853,884	280,829	1,012,172	610,720	2,528,045	1,234,140	875,540	914,540	956,540	997,540	1,040,540	1,081,540
ENDING FUND BALANCE	\$ 850,148	\$ 1,890,546	\$ 2,268,154	\$ 3,103,559	\$ 1,896,931	\$ 1,919,399	\$ 2,257,649	\$ 2,462,769	\$ 2,636,664	\$ 2,780,441	\$ 2,892,209	\$ 2,974,078
EMERGENCY RESERVE	\$ 34,300	\$ 39,700	\$ 41,700	\$ 43,400	\$ 39,700	\$ 37,700	\$ 36,500	\$ 33,600	\$ 34,000	\$ 34,300	\$ 34,600	\$ 35,000
AVAILABLE FOR OPERATIONS	815,848	1,850,846	2,226,454	3,060,159	1,857,231	1,881,699	2,221,149	2,429,169	2,602,664	2,746,141	2,857,609	2,939,078
TOTAL RESERVE	\$ 850,148	\$ 1,890,546	\$ 2,268,154	\$ 3,103,559	\$ 1,896,931	\$ 1,919,399	\$ 2,257,649	\$ 2,462,769	\$ 2,636,664	\$ 2,780,441	\$ 2,892,209	\$ 2,974,078

No assurance provided. See summary of significant assumptions.

**BLACKSTONE METROPOLITAN DISTRICT
OPERATIONS FEE FUND
2023 THROUGH 2030 PROJECTION
WITH 2019 - 2021 ACTUAL AND 2022 BUDGETED**

2/17/23

	ACTUAL 2019	ACTUAL 2020	ACTUAL 2021	ACTUAL 2022	BUDGET 2023	PROJECTED 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029	PROJECTED 2030
BEGINNING FUND BALANCE	\$ 353,600	\$ 352,308	\$ 300,937	\$ 228,291	\$ 20,600	\$ 21,200	\$ 20,900	\$ 21,000	\$ 21,100	\$ 21,200	\$ 21,300	\$ 21,400
REVENUES												
Interest income	5,445	1,578	33	2	305	-	-	-	-	-	-	-
Operations fee (homeowners)	478,111	530,519	631,106	609,935	600,000	604,560	604,560	604,560	604,560	604,560	604,560	604,560
Operations fee (vacant lots)	60,264	34,557	8,198	4,650	4,500	-	-	-	-	-	-	-
Working capital	58,500	69,500	39,835	28,710	50,000	51,000	52,000	53,000	54,000	55,000	56,000	57,000
Design review fees	3,535	4,155	430	2,720	4,000	5,000	6,000	7,000	8,000	9,000	10,000	11,000
Legal collection fees	6,793	9,465	2,370	12,922	20,000	21,000	22,000	23,000	24,000	25,000	26,000	27,000
Violations and late fees	-	-	7,068	11,342	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Other Revenue	-	-	12,439	15,684	10,000	11,000	12,000	13,000	14,000	15,000	16,000	17,000
Total revenues	612,648	649,774	701,479	685,965	703,805	707,560	711,560	715,560	719,560	723,560	727,560	731,560
TRANSFERS IN												
Transfers from other funds	-	-	-	115,589	455,795	484,140	516,540	548,540	580,540	613,540	646,540	679,540
Total funds available	966,248	1,002,082	1,002,416	1,029,845	1,180,200	1,212,900	1,249,000	1,285,100	1,321,200	1,358,300	1,395,400	1,432,500
EXPENDITURES												
Operations and maintenance												
Community activities	-	375	8,580	9,897	35,000	36,000	37,000	38,000	39,000	40,000	41,000	42,000
Contingency	-	-	-	-	35,000	36,000	37,000	38,000	39,000	40,000	41,000	42,000
Design review	5,630	7,990	13,634	10,108	12,000	13,000	14,000	15,000	16,000	17,000	18,000	19,000
Facilities management - contract	41,596	44,954	47,794	44,825	53,000	55,000	57,000	59,000	61,000	63,000	65,000	67,000
Facilities management - costs	11,528	10,966	5,722	28,948	25,000	26,000	27,000	28,000	29,000	30,000	31,000	32,000
Legal - collections	-	17,200	10,522	41,137	30,000	31,000	32,000	33,000	34,000	35,000	36,000	37,000
Safety and security	-	-	-	28,325	24,000	25,000	26,000	27,000	28,000	29,000	30,000	31,000
Miscellaneous	-	1,280	15	(1,201)	5,000	6,000	7,000	8,000	9,000	10,000	11,000	12,000
Landscape maintenance												
Flowers	45,145	16,807	-	-	-	-	-	-	-	-	-	-
Irrigation repairs and improvements	46,944	45,182	41,858	91,249	50,000	51,000	53,000	55,000	57,000	59,000	61,000	63,000
Landscape improvements	55,974	61,451	8,856	67,801	50,000	51,000	53,000	55,000	57,000	59,000	61,000	63,000
Landscape maintenance - contract	127,810	132,050	279,564	351,252	395,000	403,000	412,000	421,000	430,000	439,000	448,000	457,000
Tree and shrub replacement	19,276	102,408	20,445	7,085	25,000	26,000	27,000	28,000	29,000	30,000	31,000	32,000
Grounds & park maintenance												
Grounds maintenance	24,173	22,687	15,725	11,533	25,000	26,000	27,000	28,000	29,000	30,000	31,000	32,000
Holiday lighting	11,124	24,229	12,035	10,213	25,000	26,000	27,000	28,000	29,000	30,000	31,000	32,000
Lighting	13,048	10,383	5,879	8,205	11,000	12,000	13,000	14,000	15,000	16,000	17,000	18,000
Playground inspection and repairs	-	-	4,516	-	11,000	12,000	13,000	14,000	15,000	16,000	17,000	18,000
Snow removal	6,020	170	11,763	-	35,000	36,000	37,000	38,000	39,000	40,000	41,000	42,000
Vandalism	-	-	650	-	-	-	-	-	-	-	-	-
Utilities												
Gas and electric	8,703	7,114	12,176	8,705	20,000	21,000	22,000	23,000	24,000	25,000	26,000	27,000
Trash removal	107,640	128,609	152,019	144,668	153,000	157,000	161,000	165,000	169,000	173,000	177,000	181,000
Water - irrigation	89,329	67,290	122,372	146,495	140,000	143,000	146,000	149,000	152,000	156,000	160,000	164,000
Total expenditures	613,940	701,145	774,125	1,009,245	1,159,000	1,192,000	1,228,000	1,264,000	1,300,000	1,337,000	1,374,000	1,411,000
Total expenditures and transfers out requiring appropriation	613,940	701,145	774,125	1,009,245	1,159,000	1,192,000	1,228,000	1,264,000	1,300,000	1,337,000	1,374,000	1,411,000
ENDING FUND BALANCE	\$ 352,308	\$ 300,937	\$ 228,291	\$ 20,600	\$ 21,200	\$ 20,900	\$ 21,000	\$ 21,100	\$ 21,200	\$ 21,300	\$ 21,400	\$ 21,500
EMERGENCY RESERVE	\$ 18,400	\$ 19,500	\$ 20,700	\$ 20,600	\$ 21,200	\$ 20,900	\$ 21,000	\$ 21,100	\$ 21,200	\$ 21,300	\$ 21,400	\$ 21,500
TOTAL RESERVE	\$ 18,400	\$ 19,500	\$ 20,700	\$ 20,600	\$ 21,200	\$ 20,900	\$ 21,000	\$ 21,100	\$ 21,200	\$ 21,300	\$ 21,400	\$ 21,500

No assurance provided. See summary of significant assumptions.

**BLACKSTONE METROPOLITAN DISTRICT
DEBT SERVICE FUND
2023 THROUGH 2030 PROJECTION
WITH 2019 - 2021 ACTUAL AND 2022 BUDGETED
For the Years Ended and Ending December 31,**

2/17/23

	ACTUAL 2019	ACTUAL 2020	ACTUAL 2021	ACTUAL 2022	BUDGET 2023	PROJECTED 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029	PROJECTED 2030
BEGINNING FUND BALANCE	\$ 1,360,847	\$ 1,531,197	\$ 1,755,726	\$ 1,606,037	\$ 1,734,251	\$ 1,676,776	\$ 1,606,668	\$ 1,613,007	\$ 1,602,192	\$ 1,605,279	\$ 1,593,923	\$ 1,601,283
REVENUES												
Property taxes	1,200,187	1,430,433	1,502,871	1,537,130	1,395,778	1,396,651	1,469,113	1,483,802	1,498,637	1,513,621	1,528,754	1,544,039
Specific ownership taxes	95,813	101,671	102,417	97,378	83,747	97,766	102,838	103,866	104,905	105,953	107,013	108,083
Interest income	51,117	11,270	1,673	40,162	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Other Revenue	-	-	12,789	-	-	-	-	-	-	-	-	-
Total revenues	1,347,117	1,543,374	1,619,750	1,674,670	1,504,525	1,519,417	1,596,951	1,612,668	1,628,542	1,644,574	1,660,767	1,677,122
Total funds available	2,707,964	3,074,571	3,375,476	3,280,707	3,238,776	3,196,193	3,203,619	3,225,675	3,230,734	3,249,853	3,254,690	3,278,405
EXPENDITURES												
Debt Service												
Bond interest - Series 2017	1,123,325	1,121,925	1,114,925	1,102,925	1,086,125	1,068,125	1,048,125	1,035,775	1,007,525	977,775	945,025	910,775
Bond principal - Series 2017	35,000	175,000	300,000	420,000	450,000	500,000	520,000	565,000	595,000	655,000	685,000	755,000
County Treasurer's fee	17,992	21,470	22,564	23,081	20,937	20,950	22,037	22,258	22,480	22,705	22,932	23,161
Paying agent fees	450	450	450	450	450	450	450	450	450	450	450	450
Repay developer advance	-	-	331,500	-	-	-	-	-	-	-	-	-
Contingency	-	-	-	-	4,488	-	-	-	-	-	-	-
Total expenditures	1,176,767	1,318,845	1,769,439	1,546,456	1,562,000	1,589,525	1,590,612	1,623,483	1,625,455	1,655,930	1,653,407	1,689,386
TRANSFERS OUT												
Transfers to other fund	-	-	-	-	-	-	-	-	-	-	-	-
Total expenditures and transfers out requiring appropriation	1,176,767	1,318,845	1,769,439	1,546,456	1,562,000	1,589,525	1,590,612	1,623,483	1,625,455	1,655,930	1,653,407	1,689,386
ENDING FUND BALANCE	\$ 1,531,197	\$ 1,755,726	\$ 1,606,037	\$ 1,734,251	\$ 1,676,776	\$ 1,606,668	\$ 1,613,007	\$ 1,602,192	\$ 1,605,279	\$ 1,593,923	\$ 1,601,283	\$ 1,589,019
SERIES 2017 SURPLUS FUND AVAILABLE FOR DEBT SERVICE	\$ 1,500,000 31,197	\$ 1,500,000 255,726	\$ 1,500,000 106,037	\$ 1,500,000 234,251	\$ 1,500,000 176,776	\$ 1,500,000 106,668	\$ 1,500,000 113,007	\$ 1,500,000 102,192	\$ 1,500,000 105,279	\$ 1,500,000 93,923	\$ 1,500,000 101,283	\$ 1,500,000 89,019
TOTAL RESERVE	\$ 1,531,197	\$ 1,755,726	\$ 1,606,037	\$ 1,734,251	\$ 1,676,776	\$ 1,606,668	\$ 1,613,007	\$ 1,602,192	\$ 1,605,279	\$ 1,593,923	\$ 1,601,283	\$ 1,589,019

No assurance provided. See summary of significant assumptions.

**BLACKSTONE METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2023 THROUGH 2030 PROJECTION
WITH 2019 - 2021 ACTUAL AND 2022 BUDGETED
For the Years Ended and Ending December 31,**

2/17/23

	ACTUAL 2019	ACTUAL 2020	ACTUAL 2021	ACTUAL 2022	BUDGET 2023	PROJECTED 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029	PROJECTED 2030
BEGINNING FUND BALANCE	\$ 1,048,428	\$ 1,449,350	\$ -	\$ 450,000	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953
REVENUES												
Interest income	23,570	5,440	-	4,583	6,750	-	-	-	-	-	-	-
Other revenue	6,513	-	-	-	-	-	-	-	-	-	-	-
Total revenues	30,083	5,440	-	4,583	6,750	-	-	-	-	-	-	-
TRANSFERS IN												
Transfers from other funds	845,419	46,128	850,229	290,500	1,808,250	500,000	100,000	100,000	100,000	100,000	100,000	100,000
Total funds available	1,923,930	1,500,918	850,229	745,083	2,200,953	885,953	485,953	485,953	485,953	485,953	485,953	485,953
EXPENDITURES												
Capital Projects												
Repay developer advance	-	-	-	-	15,000	-	-	-	-	-	-	-
Legal	6,506	-	-	1,076	-	-	-	-	-	-	-	-
Entryways	31,131	193,218	9,385	109,892	1,500,000	-	-	-	-	-	-	-
Lighting	-	-	19,504	38,818	-	-	-	-	-	-	-	-
Filing 3 enhancements	-	-	-	23,674	-	-	-	-	-	-	-	-
Monumentation	65,132	284,537	12,090	-	-	-	-	-	-	-	-	-
Park Improvements	371,811	1,023,163	-	-	-	-	-	-	-	-	-	-
Trees	-	-	359,250	185,670	300,000	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	500,000	100,000	100,000	100,000	100,000	100,000	100,000
Total expenditures	474,580	1,500,918	400,229	359,130	1,815,000	500,000	100,000	100,000	100,000	100,000	100,000	100,000
Total expenditures and transfers out requiring appropriation	474,580	1,500,918	400,229	359,130	1,815,000	500,000	100,000	100,000	100,000	100,000	100,000	100,000
ENDING FUND BALANCE	\$ 1,449,350	\$ -	\$ 450,000	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953
CAPITAL PROJECTS RESERVE	\$ 1,449,350	\$ -	\$ 450,000	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953
TOTAL RESERVE	\$ 1,449,350	\$ -	\$ 450,000	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953	\$ 385,953

No assurance provided. See summary of significant assumptions.

**BLACKSTONE METROPOLITAN DISTRICT
CAPITAL PROJECTS - REGIONAL IMPROVEMENT FUND
2023 THROUGH 2030 PROJECTION
WITH 2019 - 2021 ACTUAL AND 2022 BUDGETED
For the Years Ended and Ending December 31,**

2/17/23

	ACTUAL 2019	ACTUAL 2020	ACTUAL 2021	ACTUAL 2022	BUDGET 2023	PROJECTED 2024	PROJECTED 2025	PROJECTED 2026	PROJECTED 2027	PROJECTED 2028	PROJECTED 2029	PROJECTED 2030
BEGINNING FUND BALANCE	\$ 152,041	\$ -	\$ -	\$ -	\$ (179,916)	\$ (359,832)	\$ (359,832)	\$ (359,832)	\$ (359,832)	\$ (359,832)	\$ (359,832)	\$ (359,832)
REVENUES												
Property taxes - Regional mill levy	37,900	45,488	47,792	51,843	52,713	272,487	271,786	274,503	277,248	280,020	282,819	285,647
Interest income	1	-	-	-	-	-	-	-	-	-	-	-
Total revenues	37,901	45,488	47,792	51,843	52,713	272,487	271,786	274,503	277,248	280,020	282,819	285,647
Total funds available	189,942	45,488	47,792	51,843	(127,203)	(87,345)	(88,046)	(85,329)	(82,584)	(79,812)	(77,013)	(74,185)
EXPENDITURES												
Capital Projects												
County Treasurer fees - Regional mill levy	568	683	718	778	3,489	4,088	4,077	4,118	4,159	4,201	4,243	4,285
Regional mill levy - Payment to SARIA	37,332	44,805	47,074	51,065	229,140	268,399	267,709	270,385	273,089	275,819	278,576	281,362
Total expenditures	37,900	45,488	47,792	51,843	232,629	272,487	271,786	274,503	277,248	280,020	282,819	285,647
TRANSFERS OUT												
Transfers to other fund	152,042	-	-	-	-	-	-	-	-	-	-	-
Total expenditures and transfers out requiring appropriation	189,942	45,488	47,792	51,843	232,629	272,487	271,786	274,503	277,248	280,020	282,819	285,647
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ (359,832)	\$ (359,832)	\$ (359,832)	\$ (359,832)	\$ (359,832)	\$ (359,832)	\$ (359,832)	\$ (359,832)

No assurance provided. See summary of significant assumptions.

**BLACKSTONE METROPOLITAN DISTRICT
2023 THROUGH 2030 PROJECTIONS
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 is not projected to issue any new debt through 2030. 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.

These estimates are based on expected conditions and District's expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the projection. There will usually be differences between the projections 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 method of calculating assessed valuation of residential assessment rates in the State of Colorado changed to 7.15% from 7.20% for property tax collection year 2020 on June 10, 2019 with a report submitted to the State Board of Equalization. Accordingly, the ARI mill levy increased to 1.113 from 1.105 mills.

The method of calculating assessed valuation of single-family residential rates in the State of Colorado changed to 6.95% for property tax year collection year 2023, to 6.765% for property tax collection year 2024, and returns to 7.15% beginning with property tax collection year 2025. Accordingly, the ARI mill levy increased to 1.144 for property tax collection year 2023, to 1.175 for property tax collection year 2024, and returns to 1.113 beginning with property tax collection year 2025.

**BLACKSTONE METROPOLITAN DISTRICT
2023 THROUGH 2030 PROJECTIONS
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Property Taxes (continued)

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

The projection assumes a 2% rate of biennial reassessment and that the remaining developer lots will be built out in 2024.

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.

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 income associated with cash balances has not been considered in this projection.

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. General, Administrative, and Operations Expenditures are assumed to increase 2% annually.

**BLACKSTONE METROPOLITAN DISTRICT
2023 THROUGH 2030 PROJECTIONS
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures (continued)

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.

Reserves

Emergency Reserves

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

This information is an integral part of the accompanying budget.

Blackstone Metro District Interim Claims List 2/17/23 - 3/17/23

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
2/27/2023	Altitude Community Law P.C.	1726 JAN23	\$ 165.00
2/27/2023	CliftonLarsonAllen LLP	3560653	4,863.53
2/27/2023	Design Concepts	21565	6,837.15
2/27/2023	Full Spectrum Lighting, Inc.	Multiple	1,020.11
2/27/2023	James Fisher	85939-Refund	495.00
2/27/2023	Landtech Contractors, Inc	3181	31,932.00
2/27/2023	Lee Design Group LLC	BSt23/01	495.00
2/27/2023	Pet Scoop, Inc.	455217	292.00
2/27/2023	South Aurora Regional Improvement Authority	Nov-22	312.30
2/27/2023	Westwind Management Group LLC	Multiple	1,347.38
2/27/2023	White Bear Ankele Tanaka & Waldron	Multiple	6,851.29
2/27/2023	Xcel Energy	53-8016149-9	1,498.07
3/3/2023	CO Spec District Prop and Liab Pool	23PL-60621-3213	32,094.00
3/16/2023	Aurora Water	A116533	12.91
3/16/2023	Aurora Water	A116539	12.91
3/16/2023	Aurora Water	A116535	12.91
3/16/2023	Aurora Water	A116538	12.91
3/16/2023	Aurora Water	A116530	12.91
3/16/2023	Aurora Water	A116534	12.91
3/16/2023	Aurora Water	A116536	12.91
3/16/2023	Aurora Water	A116540	12.91
3/16/2023	Aurora Water	A116529	28.90
3/16/2023	Aurora Water	A116531	28.90
3/16/2023	Aurora Water	A116532	28.90
3/16/2023	Aurora Water	A116537	28.90
3/16/2023	Design Concepts	21620	9,760.60
3/16/2023	Iraj & Azar Karimkhani	Refund-86084	495.00
3/16/2023	Jen MCGoff	Reimbursement	119.99
3/16/2023	Kelli Burdick	Reimbursement	76.23
3/16/2023	Landtech Contractors, Inc	Multiple	31,978.64
3/16/2023	Special District Association of Colo	2023 Dues	1,237.50
3/16/2023	Westwind Management Group LLC	Multiple	4,570.00
		Total	\$ 136,659.67

MANAGEMENT REPORT



CITY OF AURORA

Council Agenda Commentary

Item Title: Stage 1 – Water Availability
Item Initiator: Greg Baker, Manager of Public Relations, Aurora Water
Staff Source/Legal Source: Greg Baker, Manager of Public Relations, Aurora Water / Ian Best, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 3.0--Ensure excellent infrastructure that is well maintained and operated.

COUNCIL MEETING DATES:

Study Session: 2/6/2023

Regular Meeting: 2/13/2023

ITEM DETAILS:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S DECLARATION OF STAGE I WATER AVAILABILITY CONDITIONS EFFECTIVE MAY 1ST, 2023

Greg Baker, Manager of Public Relations, Aurora Water / Ian Best, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- | | |
|---|--|
| <input type="checkbox"/> Approve Item and Move Forward to Study Session | <input type="checkbox"/> Approve Item as proposed at Study Session |
| <input checked="" type="checkbox"/> Approve Item and Move Forward to Regular Meeting | <input type="checkbox"/> Approve Item as proposed at Regular Meeting |
| <input type="checkbox"/> Information Only | |
| <input type="checkbox"/> Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field. | |

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Water Policy

Policy Committee Date: 1/18/2023

Action Taken/Follow-up: *(Check all that apply)*

- | | |
|---|---|
| <input checked="" type="checkbox"/> Recommends Approval | <input type="checkbox"/> Does Not Recommend Approval |
| <input type="checkbox"/> Forwarded Without Recommendation | <input type="checkbox"/> Recommendation Report Attached |

Minutes Attached Minutes Not Available

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

On April 20, 2022, a water availability conditions presentation with given to the Water Policy Committee as an informational item.

On November 16, 2022, the Water Management Plan was presented to the Water Policy Committee as an informational item.

On January 18, 2023, the Water Policy Committee supported moving the APPROVAL OF A RESOLUTION expressing the Aurora City Council's declaration of Stage I water availability conditions effective May 1, 2023, forward to Study Session.

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

The Water Management Plan is used as per the rules and regulations described under Section 138-189 of the City Code to administer applicable water management and water wasting practices. These rules and regulation are required to meet the annual targets of water demand for the adopted water availability conditions response stage. In accordance with the Water Management Plan, City Council will adopt a Water Availability Resolution (Drought Stage) that implements a level of restrictions to meet the objectives of the water system. At present, the Water Availability Stage is at NORMAL, in which permanent conservation measures are in effect, which limits landscape watering to no more than a 3 day-per-week and prohibits watering between 10 am to 6 pm.

Since 2020, snowpack has been well below the respective annualized average. Across the three basins utilized by Aurora Water, the Colorado River, Arkansas River and South Platte River basins, **Aurora's storage levels are projected to be below 50% of capacity by early April.** The Prairie Waters potable reuse system provides an **additional eight to ten million gallons per day to Aurora's water supplies, which helps preserve our mountain supply.** Our goals are to maintain a three-year supply whenever practicable.

Based on these conditions and weather forecasts, the General Manager of Aurora Water recommends that City Council declare a Stage I Water Availability as defined in the Water Management Plan. Stage I Water Availability **indicates that conditions are abnormally dry, the city's reservoirs are low and the anticipated run off from snowpack will be insufficient to replenish the water supply.** Stage I Water Availability implements a mandatory 2-day-week watering limitation based on address (odd/even), as well as a reduction in watering variance allowances for irrigation accounts. These efforts are targeted to result in a 20% savings in outdoor water use citywide. Stage I does include surcharges as defined by the rate ordinance. Stage I Water Availability will be effect until it is modified by further Water Availability Resolution.

QUESTIONS FOR COUNCIL

Does the City Council of the City of Aurora support moving the APPROVAL OF A RESOLUTION expressing the Aurora City Council's declaration of Stage I water availability conditions effective May 1, 2023, forward to the next Council meeting?

LEGAL COMMENTS

City Council shall determine the water availability stage by supplemental resolution. (City Code §138-223(a)(2)(b)) (Best)

PUBLIC FINANCIAL IMPACT YES NO

If yes, explain: See Attached Fiscal Impact Form

Not Applicable Significant Nominal

If Significant or Nominal, explain: This drought surcharge adjustment will result in increased cost for higher water use for outdoor irrigation. Should outdoor water reductions achieve targeted goals of 20%, this adjustment should be cost neutral for customers.

RESOLUTION NO. R2023- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL’S DECLARATION OF STAGE I WATER AVAILABILITY CONDITIONS EFFECTIVE MAY 1ST, 2023

WHEREAS, the City Council has declared that as a result of the past drought conditions and a commitment to the wise stewardship of the finite water resources available to the City of Aurora ("Aurora"), a water management practice that effectively protects the health, safety, and welfare of the citizens of Aurora and those served by the Aurora water delivery system is warranted in an effort to continue conservation; and

WHEREAS, Aurora Water has prepared the “Aurora Water Management Plan” to promote efficient use of water for both indoor and outdoor purposes and to describe the rules and regulations as required by Section 138-189 of the Aurora City Code to administer the Water System; and

WHEREAS, the Aurora Water Management Plan was developed to describe effective management practices applicable to various water availability conditions; and

WHEREAS, the General Manager of Aurora Water has reviewed Aurora’s water availability conditions based on the snowpack and reservoir levels and recommends that water availability be declared as “Stage I” as that term is defined in the Aurora Water Management Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Aurora City Council resolves and declares “Stage I” water availability conditions exist within the City of Aurora effective as of May 1st, 2023.

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2023.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

Ian J Best

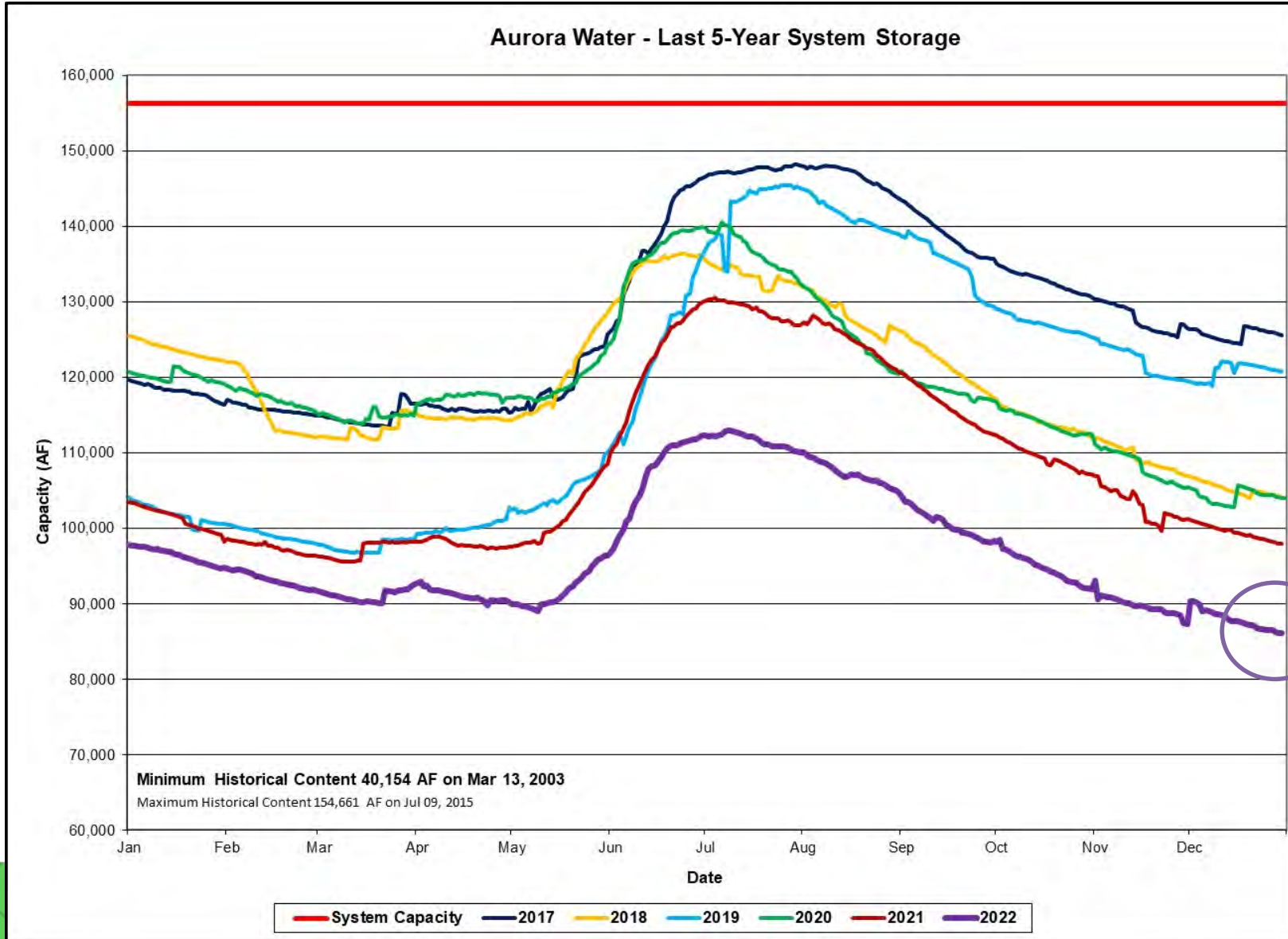
RLA

IAN BEST, Assistant City Attorney

Water Availability Resolution

Request to move to Stage I Water Availability

Current Storage

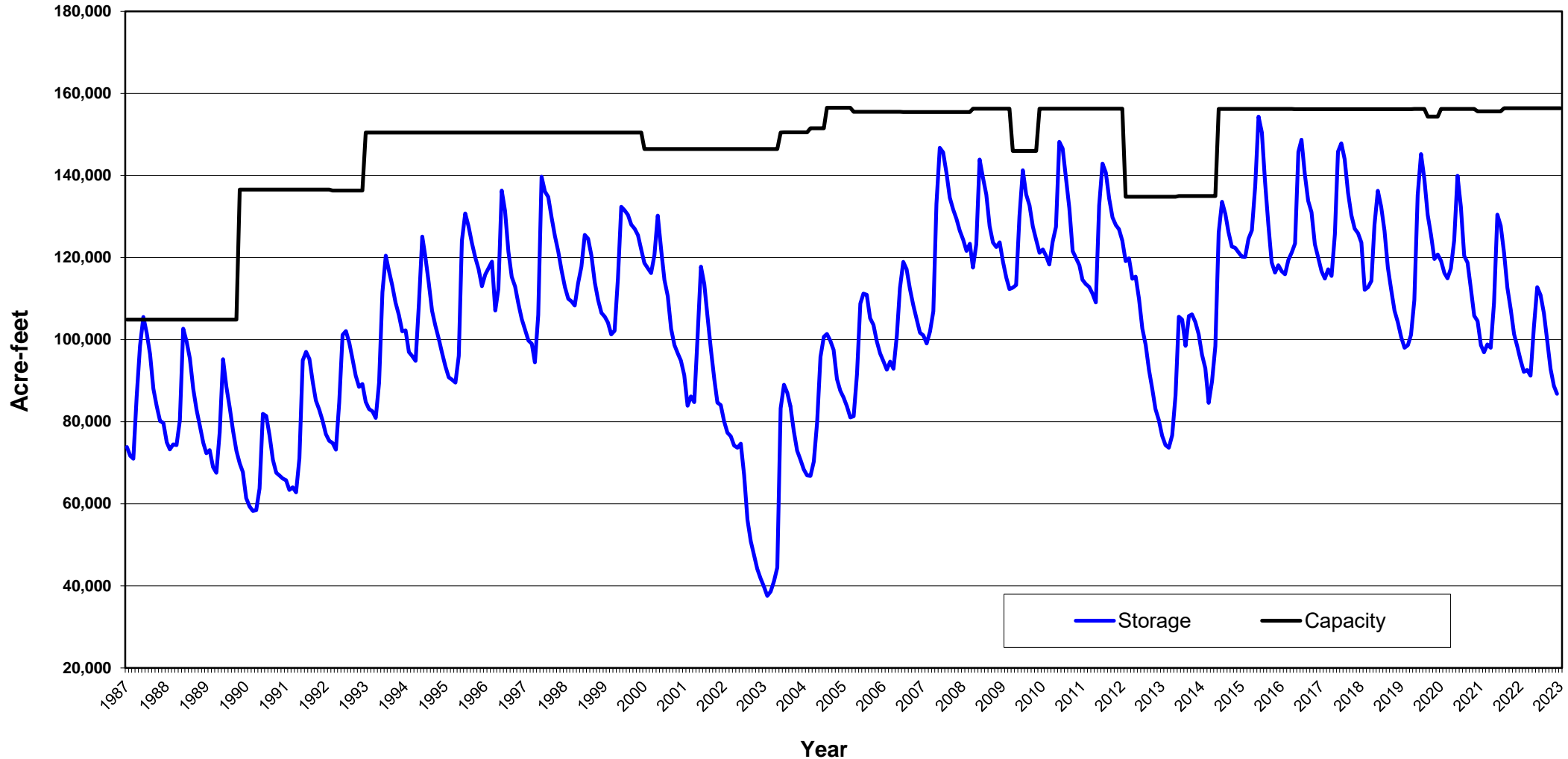


Projected to 48-49% by mid-April



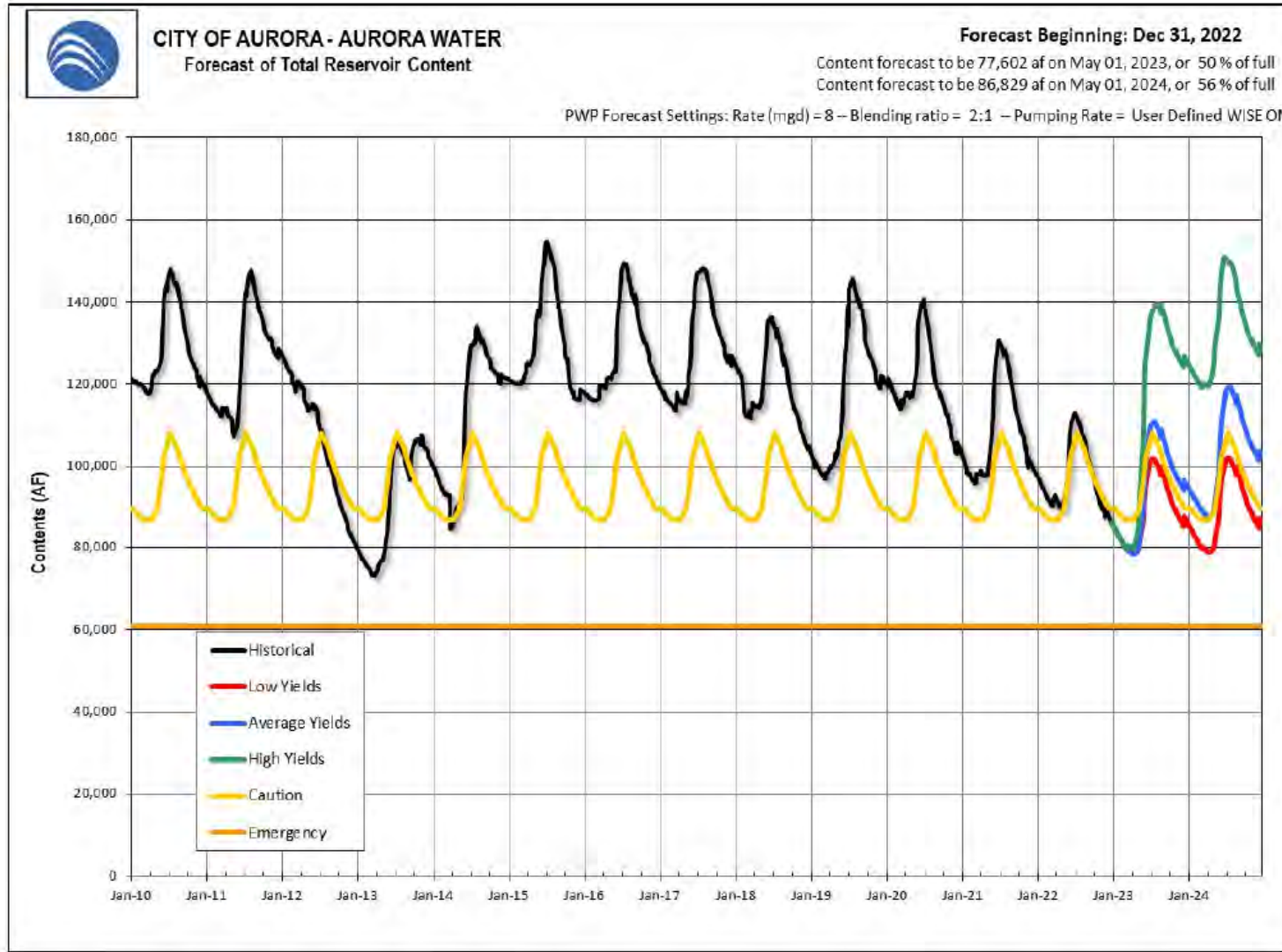
Current Storage

Storage Capacity vs. Total Storage



AURORA WATER

Current Storage



Water Management Plan

The purpose of the Aurora Water Management Plan is to provide a framework for the City of Aurora's water demand reductions in the event of drought or other water emergencies.

Authorization

Aurora City Code 138-223 (b)

- (2) The allowable citywide outdoor allocation shall be determined by city council and is a function of the reservoir levels, usage, and the projected yield of the water supply system and will be described in the current water management plan.
- (3) The water management plan shall refer to the rules and regulations established by the director of water regarding water allocation, usage restrictions, and conservation adopted pursuant to section 2-3.

Water Management Plan Implementation

- “Water Availability” Resolution from City Council
- Use of “Water Availability” Stages
 - Limits outdoor water use only - Irrigation primarily
 - Day per week restrictions
 - Enforceable through fines attached to water bill
 - Can result in surcharges to rates

Current Triggers

Water Availability Stage Conditions and Demand Reduction Recommendation				
Water Availability Stage	NORMAL	Stage I SEVERELY DRY	Stage II EXCEPTIONALLY DRY	Stage III EMERGENCY CONDITIONS
Trigger - Months of supply based on current demand	Above 30 months	30-25 months	24-13	12 months or less
Demand Reduction Recommendation (outdoor use only)	0%	20%	50%	100%

Water Management Plan Implementation

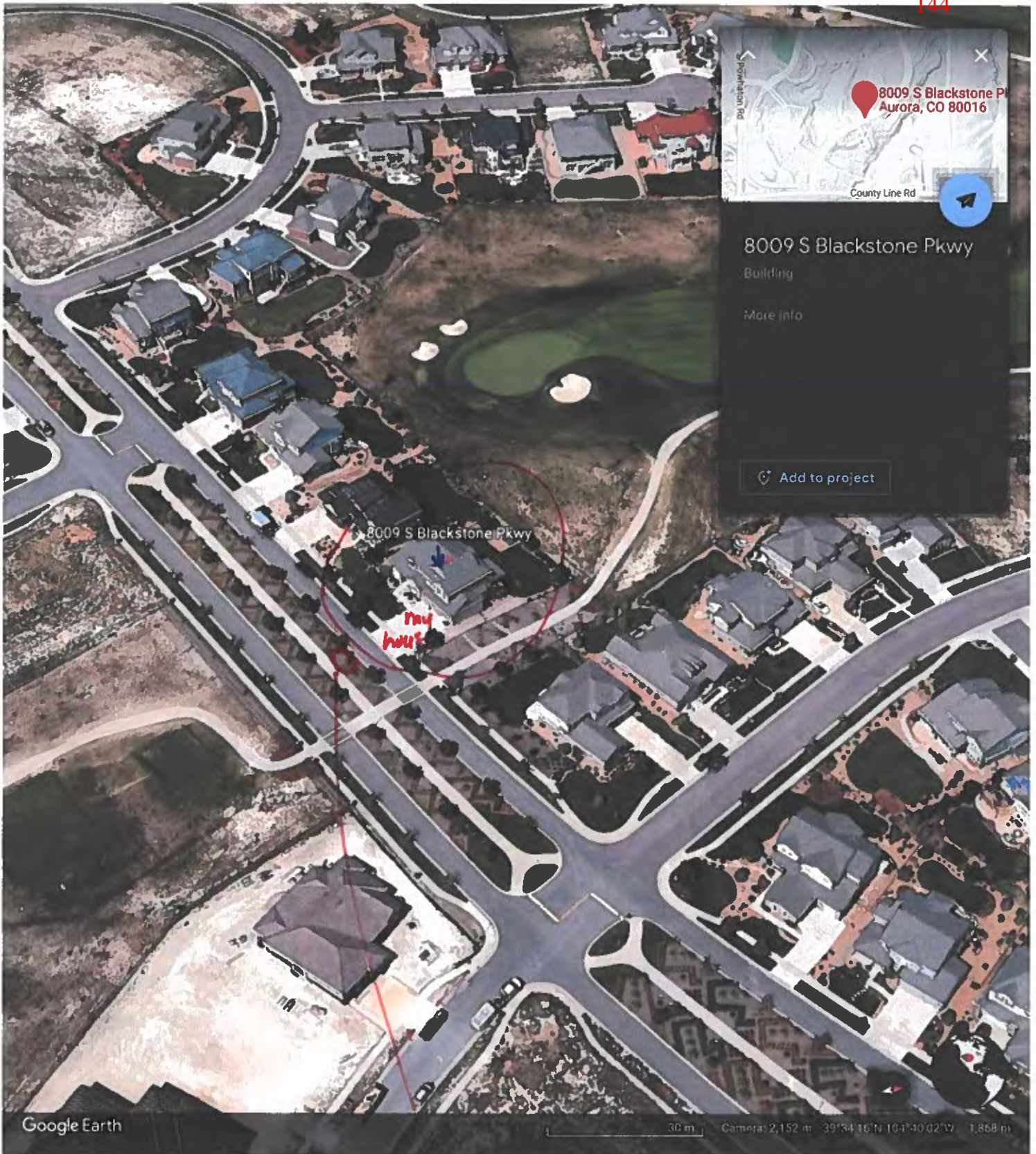
- Current WMP stages
 - Normal – 3 day per week, non-fixed
 - Stage I – 2 day week, fixed days, surcharge, 20% reduction
 - Stage II – 1 day week, fixed day, surcharge, 50% reduction
 - Stage III – No outdoor water use, surcharge, 100% reduction
- Watering Variance Program for large properties

Communications

- Full communications plan
- Targeting
 - Residential users
 - HOAs & Metro Districts
 - Ward meetings
 - Commercial & other large properties
 - City Employees
- Outreach Tools
 - General media
 - City outlets
 - News Aurora
 - Aurora TV
 - Social media channels
 - Events & large meetings
 - Direct mail
 - City advertising venues

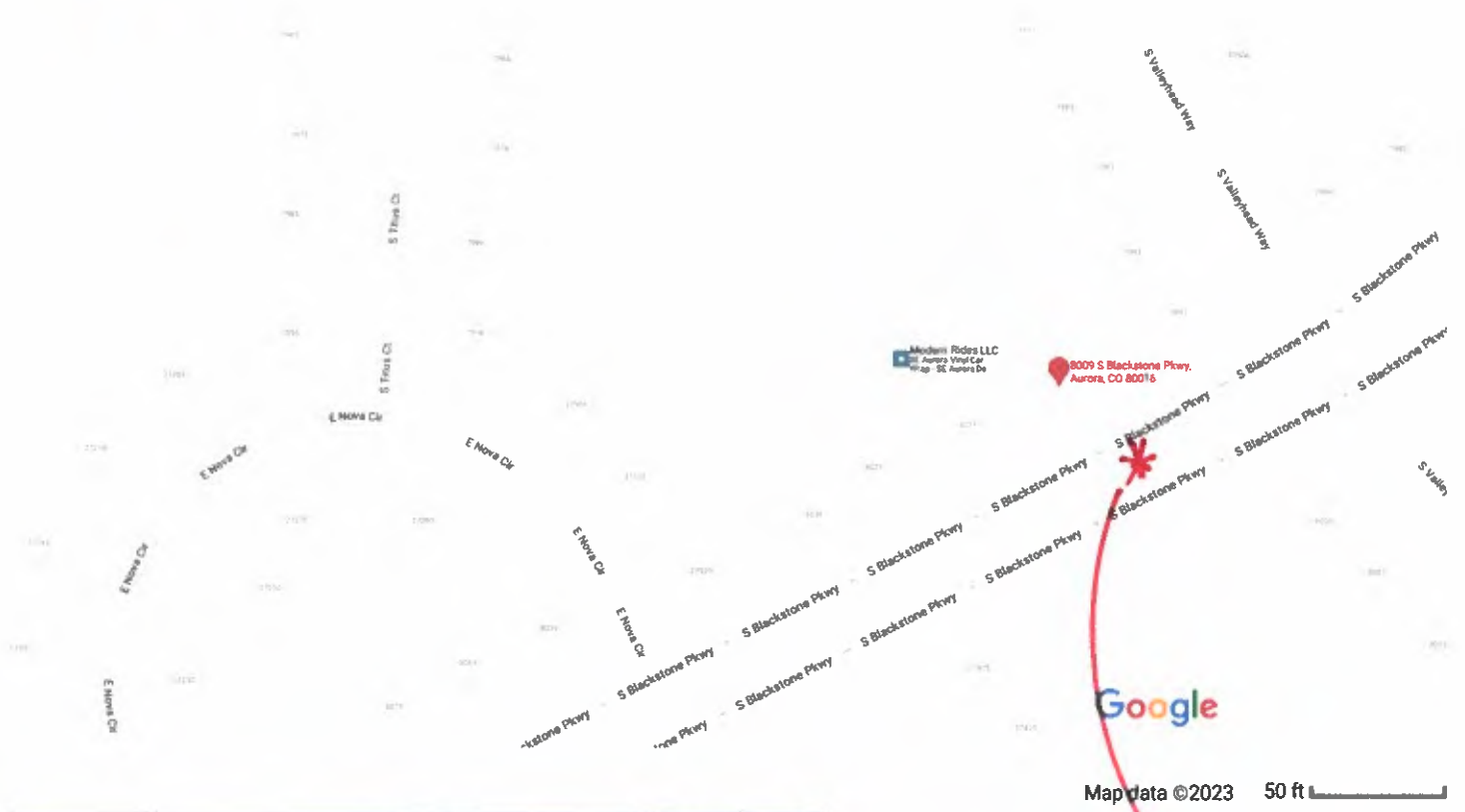
Effective May 1, 2023

Aurora Water is requesting that the Water Availability Stage be changed from Normal (3 day-per-week) to Stage I (2 day-per-week)



proposed site






Google Maps 8009 S Blackstone Pkwy



proposed site.
It will be placed so that snow removal or maintenance activities will not be impacted

8009 S Blackstone Pkwy

Building

- 
Directions
- 
Save
- 
Nearby
- 
Send to phone
- 
Share

 8009 S Blackstone Pkwy, Aurora, CO 80016

Archived: Wednesday, March 15, 2023 12:07:27 PM

From: Kelly Behrendt

Sent: Friday, February 24, 2023 11:21:17 AM

To: Shantelle Esquivel

Subject: Fw: Little Free Library

Response requested: No

Sensitivity: Normal

Attachments:

1677098913578blob.jpg  677098945734blob.jpg  677099093603blob.jpg  677099377622blob.jpg 

Shantelle-- I hope you recived my previous messages with the original packet. Here are the answers to the questions that the board asked this week. Thank you!!

Composite Two Story Gray Little Free Library (see attached photo):

Two-story design with an adjustable shelf for extra book storage, but eco-friendly and low maintenance! Our easy care, composite libraries are assembled with plastic lumber made out of recycled milk jugs, and will last for years with little to no maintenance required.

All libraries come with a complimentary standard charter sign! Charter signs have your library's unique charter number and it's your key to registering your library on the Little Free Library world map. You can customize the sign to include a dedication (see attached photo)

What does "Easy Care" mean?

Assembled with eco-friendly plastic lumber made out of recycled milk jugs
Negligible water absorption so mold and mildew cannot penetrate surface
Corrosion free. **Clear Acrylic/Plexiglass is used on front door.**

Pest free. Bugs, insects and termites cannot infiltrate below the surface

Resistant to UV and harsh weather climates
Easy to clean, mild soap and rinse with water will do
No splintering, cracking or warping
Resistant to most chemical exposures
95% recycled content certification meeting FTC Green Guidelines

Double Door Shed Unfinished Little Free Library

The Double Door Shed is the largest book-sharing box — perfect for those who want to share a lot of books! This library arrives unfinished and ready for you to paint or stain before outdoor installation. We would stain both the outside AND inside of the library for extra longevity. I would use the mounting post pictured below. Resistant to UV and harsh weather climates
Easy to clean, mild soap and rinse with water will provide for easy maintenance. Clear Acrylic/Plexiglass is used on front door.

CURRENT LOCATIONS near Blackstone that have Little Free Libraries. We would register the Library and it would then be listed on their "find a location" web map. Here is the link if you would like to view. <https://littlefreelibrary.org/map>

1. Beacon Point 6885 S. Robertsdale Way Aurora CO
2. Tallyn's Reach 6955 S. Addison Ct. Aurora CO
3. South Shore 27004 E. Indore Ave Aurora CO

Recommendation is to start with one Little Library in Blackstone and ramp up if need presents itself.

Let me know if you have any questions or concerns. We can have the box ordered and delivered in 7 days. We want to order the 2-door black and natural choice.

Warm regards,

Kelly Behrendt

Approximate External Dimensions 147



In Memory of

Ann Marjorie Beltman

Sponsored By:

The Blue Family

Donated by:

Miller & Sons

Dedicated to:

Ms. Jane Williams

From the Class of 2017

In Memory of

Ana T. Ravelo-Ortiz
A mother, a teacher,
a friend, and a mentor



Approximate External Dimensions

150



