

CONSENT AGENDA

Blackstone Metropolitan District
SPECIAL MEETING OF THE BOARD OF DIRECTORS
MINUTES
February 20, 2024

I. ATTENDANCE & CALL TO ORDER

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

Also, in attendance were Clint Waldron (White Bear Ankele Tanaka & Waldron), Curtis Bourgouin (CliftonLarsonAllen LLP), Ben Zand (LandTech Contractors, LLC), Jordan Devine (Westwind Management Group, LLC), and members of the public. The meeting was called to order at 6:02 pm by Attorney Waldron.

Upon motion duly made by Director Monahan, seconded by Director Deeds, upon vote, unanimously carried, the Board excused the absence of Director McCall.

II. DISCLOSURE OF ANY CONFLICTS OF INTEREST – Mr. Waldron reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law. Ms. Waldron inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Boards to act.

III. AGENDA REVIEW / UPDATES OR APPROVAL – There were no updates. Upon motion duly made by Director Deeds, seconded by Director Monahan, upon vote, unanimously carried, the agenda was approved as written.

IV. PUBLIC COMMENT

Attorney Waldron opened the meeting for public comment. There were no public comments.

V. CONSENT AGENDA

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

- a. Approve January 17, 2024, Special Meeting Minutes
- b. Approve and Ratify Payment of Claims in the amount of \$ 811,732.33
- c. Approve Singing Hills Change Order Nos. 3 & 4

VI. FINANCIAL REPORT

- a. Mr. Bourgouin presented the financial statements updated as of December 31, 2023. Upon motion duly made by Director McGoff, seconded by Director Monahan, upon vote, unanimously carried, the Board accepted the financials as submitted by CliftonLarsonAllen LLP.
- b. Attorney Waldron reviewed the allocation options for 2024 capital outlay. The Board discussed potential capital projects. No action was taken.
- c. There were no other financial matters.

VII. LANDSCAPE REPORT

- a. Ben Zand, Account Manager with LandTech Contractors, LLC, presented the recent landscape activities.

1. Mr. Zand presented proposals for security options for District backflows. The proposals were tabled by the Board and no action was taken. The Board discussed the snow measurement points.

VIII. COMMITTEE REPORTS

- a. Landscape Committee
 1. Capital Projects
 1. Median and Entryway Project Updates – Carol Hesketh presented updates.
 2. Consider Fee Proposal for Medians Master Plan Design from Design Concepts – The Board directed the committee to obtain additional bids for design plans and invite the vendors to present at a future Board of Directors meeting.
- b. Architectural / Design Review – Director Monahan offered to join the committee.
- c. Social Committee – Director Deeds presented recent updates.

IX. LEGAL REPORT

- a. There were no legal matters to discuss.

X. MANAGEMENT REPORT

- a. Ms. Devine presented the District Management Report.
- b. The Board discussed alternative event spaces for the Blackstone Metro District Board of Directors meetings and agreed, pending further discussions, to hold District meetings at the Blackstone Country Club.
- c. The Board reviewed the Delinquency and Compliance Report.
- d. The Board considered a settlement offer from account 86488. Upon motion duly made by Director McGoff, seconded by Director McCall, upon vote, unanimously carried, the Board rejected the settlement offer.
- e. The Board and Westwind Management clarified communication procedures for District consultants and discussed Board member roles.
- f. Other Management Matters
 1. Ms. Devine emphasized the necessity of hiring an arborist for the community. The Board requested further proposals for their consideration.
 2. Ms. Devine proposed a District annual mailing to disseminate crucial information and update resident contact details. She plans to present a formal proposal at the March 2024 Board of Directors meeting.
 3. Ms. Devine provided an overview of the latest developments regarding services and issues with Republic Services.
 4. Ms. Devine inquired about the Board's preference regarding rescheduling the Regular Meeting scheduled for March 19, 2024, due to it coinciding with Spring Break. Upon motion duly made by Director McGoff, seconded by Director Monahan, upon vote, unanimously carried, the Board rescheduled the March 2024 Board of Directors meeting to Tuesday, March 26, 2024.

XI. OTHER BUSINESS

- a. The Board discussed the status of a vacant lot.

XII. PUBLIC COMMENT

- a. Carol Hesketh, on the Landscape Committee, raised concerns about the previous arborist for the District, updated Westwind Management on recent trash services, and verified the capacity of the Cambridge Room at the Blackstone Country Club.
- b. An owner expressed interest in joining the District Architectural Review Committee, reminded Board members of their fiduciary duties, and confirmed agreement with Westwind Management's proposal for an annual mailing.

XIII. ADJOURNMENT

- a. Upon motion duly made by Director McGoff, seconded by Director Monahan, upon vote, unanimously carried, the Board adjourned the meeting at 7:49 pm.

Minutes approved: _____ Date: _____

Blackstone Metro District Interim Claims List 2/13/24 - 4/10/24

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
2/16/2024	Christopher Dilsaver	Refund-85902	\$ 660.00
2/16/2024	Dedria Catalano-Tudor	Refund-85914	35.00
2/16/2024	Gary L Cummings	Refund-90877	330.00
2/16/2024	Nancy Flanagan	Refund-85940	197.00
2/16/2024	Singing Hills Landscape Inc	Pay App 8	15,142.96
2/16/2024	Westwind Management Group LLC	28.15213	276.76
2/16/2024	William Mickle	Refund-86173	165.00
2/22/2024	Xcel Energy	53-0014753463-1 JAN24	367.34
2/27/2024	Xcel Energy	53-0014753463-1 FEB24	182.82
2/28/2024	Altitude Community Law P.C.	1726 JAN24	2,770.91
2/28/2024	CliftonLarsonAllen LLP	L241041648	4,323.60
2/28/2024	Full Spectrum Lighting, Inc.	Multiple	392.00
2/28/2024	Landtech Contractors, Inc	7728	33,325.00
2/28/2024	Lee Design Group LLC	BST24/01	180.00
2/28/2024	Pet Scoop, Inc.	524890	292.00
2/28/2024	REPUBLIC SERVICES #535	0535-005891994	14,405.95
2/28/2024	Sequoia Golf Blackstone Country Club	BMD0155	1,775.36
2/28/2024	South Aurora Regional Improvement Authority	Dec-23	446.83
2/28/2024	Special District Association of Colo	2024 Dues	483.75
2/28/2024	Westwind Management Group LLC	Multiple	6,153.59
2/28/2024	White Bear Ankele Tanaka & Waldron	33157	6,264.78
2/28/2024	Xcel Energy	53-8016149-9 JAN24	1,513.49
3/7/2024	Andre F Trotter	Refund-86781	142.52
3/26/2024	Altitude Community Law P.C.	1726 FEB24	1,383.50
3/26/2024	Aurora Water	A116530 JAN24	13.81
3/26/2024	Aurora Water	A116534 JAN24	13.81
3/26/2024	Aurora Water	A116540 JAN24	13.81
3/26/2024	Aurora Water	A116538 JAN24	13.81
3/26/2024	Aurora Water	A116533 JAN24	13.81
3/26/2024	Aurora Water	A116539 JAN24	13.81
3/26/2024	Aurora Water	A116535 JAN24	13.81
3/26/2024	Aurora Water	A116536 JAN24	13.81
3/26/2024	Aurora Water	A116537 JAN24	30.92
3/26/2024	Aurora Water	A116532 JAN24	30.92
3/26/2024	Aurora Water	A116531 JAN24	30.92
3/26/2024	Aurora Water	A116529 JAN24	30.92
3/26/2024	Branden Pregler	Refund	165.00
3/26/2024	Firdavs Mirsoliev	Refund-86592	846.00
3/26/2024	Landtech Contractors, Inc	Multiple	36,750.00
3/26/2024	Lee Design Group LLC	BST/02	560.00
3/26/2024	Pet Scoop, Inc.	530314	438.00
3/26/2024	Playground Safety Solutions, LLC	Multiple	1,550.00
3/26/2024	REPUBLIC SERVICES #535	0535-005922209	14,190.74
3/26/2024	Sequoia Golf Blackstone Country Club	BMD0156	1,298.48
3/26/2024	Westwind Management Group LLC	Multiple	5,602.39
3/26/2024	White Bear Ankele Tanaka & Waldron	33680	9,602.92
3/26/2024	Xcel Energy	53-8016149-9 FEB24	1,432.91
	Total		<u><u>\$ 163,880.76</u></u>

October 26, 2023

Shawn McGoff
Board of Directors
Blackstone fka High Plains Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Pkwy, Suite 300
Greenwood Village, CO 80111

Dear Shawn:

We are pleased to serve as the independent auditors for Blackstone fka High Plains Metropolitan District (“Client”) for the year ended December 31, 2023. This letter, together with the attached Professional Services Terms and Conditions – Attest Engagements, confirms the terms of our engagement, and are collectively referred to herein as the “Letter” or the “Engagement Letter”.

Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$6,500. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

Audit Scope and Objectives

We will audit Client’s financial statements, as of and for the year ended December 31, 2023, and the disclosures (collectively, the “financial statements”), and if applicable, supplementary information.

The objectives of our audit are to obtain reasonable assurance about whether Client's financial statements taken as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

The other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Client or to acts by management or employees acting on behalf of Client.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In the conduct of our audit, we will obtain an understanding of Client and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about Client's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making available to us drafts of financial statements, all financial records, and related information, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Client involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that Client complies with applicable laws and regulations.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP ("Wipfli"), its partners, employees, agents, and assigns from any claim, liability, cost, or expense relating to our services under this Engagement Letter attributable in any respect to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

Reporting

We will issue a written report upon completion of our audit of Client's financial statements. Our report will be addressed to the board of directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, has been discussed with appropriate personnel. Timely completion of this work will facilitate the completion of our engagement.

Engagement Partner

Greg Livin will be your audit engagement partner.

Other Services

We may prepare (or assist in preparing) Client financial statements in conformity with GAAP based on information provided by management, but the responsibility for the financial statements remains with management.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Conclusion and Approval to Proceed

If the terms of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Wipfli LLP

Wipfli LLP

ACCEPTED: BLACKSTONE fka HIGH PLAINS METROPOLITAN DISTRICT

By: _____

(Print Name and Title)

Date: _____

GL/tlp

Enc.

1. Entire Agreement

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, and the Engagement Letter’s other appendixes and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli’s independence from Client requiring pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as “we” or “us” or in a similar manner, and Client may be referred to as “you” or in a similar manner, and such references shall be read in context.

2. Commencement and Term

The Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

3. Termination of Agreement

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party’s obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

4. Fee Estimates and Change Orders

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli’s invoice for such services. A “Change Order” means a mutually agreed-upon change in the schedule or the time for Wipfli’s performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

5. Payment of Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client’s balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client’s account becomes overdue and will not be resumed until Client’s account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney’s fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

6. **Privacy and Engagement Staffing**

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at www.wipfli.com/privacy-statement for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

7. **Intellectual Property Rights**

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other

than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

8. **Mutual Confidentiality**

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

9. **Independent Contractor**

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

10. **Non-Exclusivity**

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

11. **Dispute Resolution**

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client

agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

12. **Governing Law**

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

13. **Severability**

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

14. **Notices**

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at wipfli-legal@wipfli.com.

15. **Electronic Signature**

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

16. **Record Retention**

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

17. **Assignment**

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control

of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

18. **Force Majeure**

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.

FINANCIAL REPORT

LANDSCAPE REPORT

April Monthly Report

Monday, April 8, 2024

Prepared For Blackstone Metropolitan District



Item 1

Aeration of the grass was performed on the 2nd and 3rd of April. Aeration crew also serviced the dog stations while on site.



Item 2

Mineral roundabout after aeration.



Item 3

Western entrance along County line.



Item 4

Weekly services have begun, crews are focusing on spraying and pulling weeds since the grass hasn't really started growing yet.



Item 5

Landtech crews working around the Smokey Hill entrance.



Item 6

Weed spraying along the berm at Country Club Park.



Item 7

Crews did perform some detail work around the curbs to keep things in check.

Item 8

Ongoing services:

- Weekly seasonal servicing of the property by the mow crews, includes dog stations.
- Snow removal if needed.

Completed services:

- Aeration of the grass

Upcoming services:

- Detention pond clean-up, per the inspectors guidelines, to be completed as soon as possible. The goal is to be done with it before the end of April so we can submit the report a month early.
- Activation of the system is upcoming soon, in coordination with the country club. The two new backflows will be installed at that time.
- Repairing any areas that were damaged by snow removal operations. Usually done around the end of April or in May once we are confident the snow season is completely over.
- First "weed and feed" application of the turf grass is still upcoming. Likely towards the end of April or early May.
- Removal of the Gator Bags will be done soon since the irrigation system will be activated soon.

Other:

- Winter snow has been sufficient and frequent enough that we have not needed to do the deep root probe watering. We tested the soil moisture frequently over the winter months and it did not necessitate pulling the trigger on this.

COMMITTEE REPORTS

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

**DELEGATING ARCHITECTURAL AUTHORITY AND ESTABLISHING
ARCHITECTURAL REVIEW COMMITTEE**

WHEREAS, Blackstone Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) is empowered to have the management, control, and supervision of all business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, Article 2, Section 2.1.1 of the Protective Covenants for Blackstone and Mandatory Resident Social Memberships, recorded in the real property records of the Clerk and Recorder of Arapahoe County, Colorado on October 10, 2005, at Reception Number B515B103 (the “**Covenants**”), provides that the Board shall approve in writing “the construction, erection, placement, alteration, planting, application, or installation of Improvements on Lots”; and

WHEREAS, Article 2, Section 2.1.4 of the Covenants further provides that the Board may from time to time, appoint a representative to act on its behalf ; and

WHEREAS, the Board desires to delegate architectural authority and establish an architectural review committee as provided herein.

WHEREAS, on November 19, 2020, the Board adopted the Resolution Delegating Architectural Authority and Establishing Architectural Review Committee (the “ARC Resolution”), and the Board desires to adopt this Resolution to amend and restate the ARC Resolution in its entirety.

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

1. Establishment of the Architectural Advisory Committee.

a. The Board hereby establishes the “**Architectural Advisory Committee**” to be appointed as provided in this Resolution. The Board hereby delegates to the Architectural Advisory Committee the right to review all requests for Improvements (as defined in the Covenants) to the same extent that the Board has that right pursuant to the Covenants. Upon its

review of any request for any Improvements, the Architectural Advisory Committee shall, within thirty (30) days of complete submission of the plans, specifications, and other materials and information the Architectural Advisory Committee may require in conjunction with any such request, provide its recommendation regarding such request to the representative to whom decision-making authority is delegated in Section 2.a of this Resolution.

b. The Architectural Advisory Committee shall be comprised of at least three (3) members, acting in a volunteer capacity, as noted from time to time in the official minutes of the District.

c. The Architectural Advisory Committee members shall serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board.

d. The Architectural Advisory Committee members shall serve as volunteers and are not entitled to any compensation for their service on the Architectural Advisory Committee, but are entitled to reimbursement for any pre-approved, out-of-pocket costs incurred by them for Architectural Advisory Committee purposes, subject to budget limitations.

e. The Architectural Advisory Committee members shall, from among the membership of the Architectural Advisory Committee, select one of them to act as the chairperson of the Architectural Advisory Committee.

f. If any members of the Architectural Advisory Committee conclude that they have a conflict of interest or an appearance of bias with respect to a matter pending before the Architectural Advisory Committee so that they cannot discharge their duties on the Architectural Advisory Committee, they shall disqualify themselves from participating in the deliberations and the recommendation with respect to the matter.

2. Delegation of Architectural Decision-Making Authority.

a. The Board hereby delegates to the District's manager ("**District Manager**"), as the authority to approve (with or without conditions) or disapprove any requests for Improvements, subject to the right to appeal as set forth in Section 2.5 of Covenants. The delegation granted herein shall be revoked on the earlier to occur of the following: (1) at such time as the Board withdraws in writing, in its sole discretion, or (2) the termination of the independent contractor agreement by and between the District and District Manager. Upon the occurrence of any of the foregoing, the Board shall delegate such authority to such other representative as the Board may determine.

b. District Manager shall consider the recommendation from the Architectural Advisory Committee but shall not be required to follow such recommendation if, in District Manager's discretion, the recommendation is contrary to the requirements set forth in the Covenants and/or the architectural standards, rules, regulations and guidelines promulgated pursuant to the Covenants, or is otherwise arbitrary or capricious. In the event the Architectural Advisory Committee fails, for any reason, to provide a recommendation to District Manager in a timely manner so as to allow District Manager to render a decision on any request for an Improvement within the time frame of 45 days as set forth in Section 2.4 of the Covenants, District Manager may review the request for Improvements and approve (with or without conditions) or

disapprove any such request without the recommendation of the Architectural Advisory Committee.

3. Amendment. The District expressly reserves the right to amend, revise, redact, or repeal the authority granted in this Resolution in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to replace District Manager with another, remove Architectural Advisory Committee members, increase the number of Architectural Advisory Committee Members, add to or reduce the authority of the Architectural Advisory Committee and District Manager, eliminate the Architectural Advisory Committee, or change the authority delegated to the Architectural Advisory Committee, all in the Board's sole and absolute discretion.

4. Severability. If any term or provision of this Resolution is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the remainder of this Resolution as a whole, but shall be severed, leaving the remaining terms or provisions in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

[Signature page follows.]

ADOPTED AND APPROVED _____, 2024.

BLACKSTONE METROPOLITAN DISTRICT

Officer of the District

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District


***[Signature page to First Amended and Restated Resolution of the Board of Directors of
Blackstone Metropolitan District Delegating Architectural Authority and Establishing
Architectural Review Committee]***

The Social Committee intends to discuss the following points at the upcoming Board meeting:

- Introduction of Social Committee Members.
- Discussion on the necessity of a regular monthly quorum of BMD Board to efficiently address community matters.
- Presentation of a party flyer for a June event, as well as poster communication boxes.
- Proposal to install 2 American Flags at each entrance for holidays, totaling 10 flags and 10 poles.
- Organizing 2-3 movies in the park for kids starting June.
- Discussion on the storage locker, key, and access.

Presentation of a party flyer for a June event, as well as poster communication boxes.

Blackstone Metropolitan District
Social Committee Presents:

LIVE 
MUSIC 



PARTY IN THE PARK
JUNE 8TH 5:00PM-7:30PM
HILLTOP PARK @ BLACKSTONE

FEATURING: THAT 80'S BAND

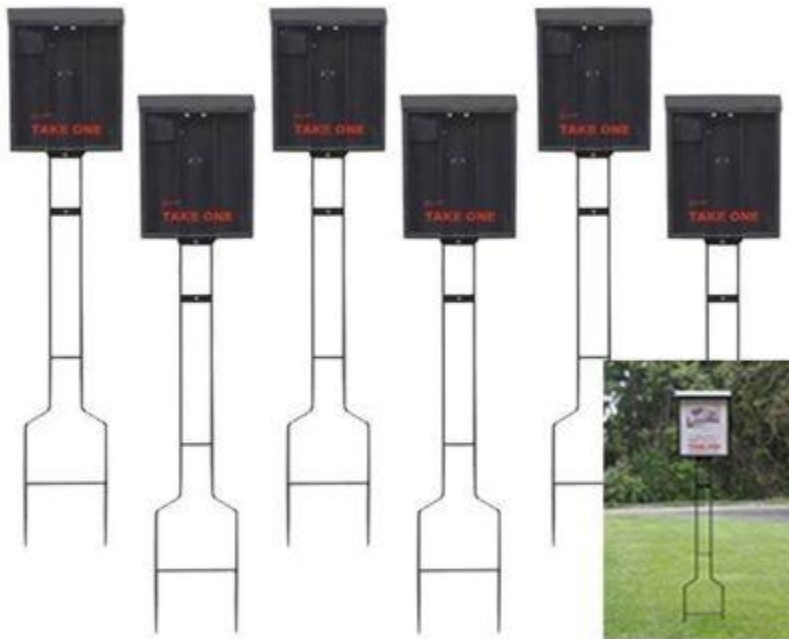
**FOOD TRUCKS, FACE PAINTING,
BALLOON ARTIST, MAGICIAN**



RSVP BY JUNE 1ST

Outdoor Brochure Boxes:

- 6 pack with stakes \$124.95
- Can have them engraved for additional \$17.50 total (if found, please contact...)
- Weather Resistant
- 46 inches tall
- Stakes made of steel
- Can be placed next to pet waste bag/container/stations located throughout neighborhood and by entrance to parks
- 2 packs of 6 should cover Blackstone neighborhood members who do not use social media for a GRAND TOTAL: \$284.90 plus shipping \$60.68 = \$345.58



Proposal to install 2 American Flags at each entrance for holidays, totaling 10 flags and 10 poles.

1. Poles extremely sturdy securely anchored into the ground. I propose we start with 10 poles - 2 flags at each entrance. \$35.99 each or \$359.90
2. Flags - 10 well constructed flags to be attached to each pole. \$19.98 each or \$199.80

Total Cost \$559.30 plus tax from Amazon. As far as storage goes, since there is an existing storage locker, they could be stored there.

This is something that has been missing in our community for several years. It is a small price to pay to show pride in the flag and our country during national holidays.

Flags are important to cultures because they represent a nation's history, values, and aspirations, and can help people feel connected to that nation. The colors, patterns, and symbols on a flag can convey the cultural heritage of the nation, and flags can also help people express their sense of belonging to a community. For example, the American flag represents the country's freedoms, values, culture, and people, and the 50 white stars on a blue background represent the 50 states. (Google)

amazon.com/Ground-Flag-Pole-American-Residential/dp/B0CP243Y4F/ref=sr_1_26?crd=37NADINUSP3OF&dib=eyJ2JjoiMSJ9.106Pvq-sMY7Zt...

CU Health Connect | Premarket | CapitalOne | Charles Schwab Cli... | Credit Karma | TurboTax Online | FreeTaxUSA® - Suc... | City of Aurora CO | All Bookmarks

Ground Flag Pole with American Flag - 1 inch Tangle Free Flag Pole for Outside House Inground, 10FT Heavy Duty In Ground Flagpole Kits for Outdoor, Yard, Patio, Residential or Commercial

Brand: PoPoHoser
★★★★☆ 3

\$35⁹⁹

✓prime Two-Day
FREE Returns

Coupon: 6% coupon applied to one item per order at checkout. Shop items | Terms

Best price

Material: Stainless Steel
Brand: PoPoHoser
Style: Tube

Ships from: Amazon
Sold by: PoPoHoser_Store
Returns: Eligible for Return, Refund or Replacement...
Payment: Secure transaction
See more

Quantity: 10

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Buy Now

Roll over image to zoom in

amazon.com/American-Outside-outdoor-Embroidered-Stripes/dp/B0CK76QKZ8/ref=sxin_15_pa_sp_search_thematic_sspa?content-id=amz...

CU Health Connect | Premarket | CapitalOne | Charles Schwab Cli... | Credit Karma | TurboTax Online | FreeTaxUSA® - Suc... | City of Aurora CO | All Bookmarks

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Designed for extreme weather conditions

Rain | Sun | Wind

Stars and Sewn Stripes 3x5 US Flag for High Wind- All Weather Flags

Visit the Garnetics Store

★★★★☆ 133

\$19.98

prime One-Day
FREE Returns

Coupon: 30% coupon applied to one item per order at checkout [Shop items](#) | [Terms](#)

Best price

Size: **3 by 5 Foot (3 Pack)**

2 by 3 Foot \$14.43 prime	2.5 by 4 Foot \$19.98 prime
3 by 5 Foot \$19.98 prime	3 by 5 Foot (3 Pack) \$49.98 prime
4 by 6 Foot \$39.98 prime	5 by 8 Foot \$39.98 prime

Quantity: 1

Add to Cart

Buy Now

Ships from Amazon
Sold by Garnetics
Returns Eligible for Return, Refund or Replacement...
Packaging Ships in product packaging

See more

Add a gift receipt for easy returns

Apr 6 2:20

LEGAL REPORT

MEMORANDUM

TO: Blackstone Metropolitan District (the “**District**”)
FROM: White Bear Ankele Tanaka & Waldron
DATE: April 16, 2024
RE: Public Entity Digital Accessibility Standards

INTRODUCTION

The Colorado legislature passed House Bill 21-1110, Colorado Laws for Persons with Disabilities, on June 30, 2021. Under this statute, public entities (which, as defined, include Title 32 special districts)¹ must develop and implement a plan to make digital content accessible to everyone,² using the standards set by the Office of Information Technology (“**OIT**”) by July 1, 2024.³ On February 23, 2024, OIT adopted a final version of 8 CCR 1501-11, Rules Establishing Technology Accessibility Standards (the “**Rules**”).⁴

The scope of the Rules is broad, applying to information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content (collectively, “**information and communication technology**” or “**ICT**”), including both internal and public facing, procured, developed, maintained, or used by the public entity. Examples of ICT include websites, applications, kiosks, digital signage, digital documents, video, audio, and third-party tools that are owned or controlled by the public entity.

This memorandum reviews the accessibility requirements under the Rules, identifies vendors who provide accessibility services (“**Accessibility Vendor**”), and reviews state and municipal requirements specifying information and documents that must be posted on a district’s website, all of which must be accessible.

¹§ 24-34-301(18), C.R.S.

²§ 24-34-802(b)-(c), C.R.S.

³§ 24-85-103(2.5), C.R.S.

⁴[8 CCR 1501-11, Rules Establishing Technology Accessibility Standards](#)

ACCESSIBILITY REQUIREMENTS

The Rules apply to the following categories of ICT (collectively, “Active ICT”), all of which must be remediated in order to make the same accessible:

- All ICT that is newly created, acquired, developed, or purchased on or after July 1, 2024, and
- Any ICT that is in “active use” on or after July 1, 2024, including any ICT used by employees of the public entity (which does not include district consultants or contractors) to perform their job duties.

Remediation is the process by which documents and websites are reviewed for compliance and modified, as needed, by an Accessibility Vendor to comply with the Rules.

The Rules define “active use” as ICT that is “regularly used by members of the public to apply for, gain access to, or participate in a public entity’s services, programs, or activities,” as well as ICT that is “currently used by employees to perform their job duties.” Drafts, previous versions, archives, and working products are not considered Active ICT; however, any ICT becomes Active ICT at the time an authorized, official version of the ICT is “altered or updated, or when an accessible version is requested by an individual with a disability.” Active ICT includes, but is not limited to, any documents posted to the public entity’s website, community emails, newsletters, and any other digital content regularly accessed by the public.

The technical standards and required disclosures under the Rules require the following:

- All Active ICT shall comply with W3C WCAG 2.1 conformance levels A and AA (the “**WCAG 2.1 Standards**”); and
- The public entity shall adopt and conspicuously post a technology accessibility statement, which must include: (1) a commitment to a timely response to reports of inaccessible ICT or requests for reasonable accommodation or modification; (2) a prominent notice providing at least two contact methods for individuals with disabilities to submit requests for reasonable accommodation or modification to personnel knowledgeable about the accessibility of the ICT (collectively the “**Accessibility Statement**”).

In situations where a public entity’s Active ICT does not fully conform with the WCAG 2.1 Standards,⁵ it can remain in compliance under the Rules if the public entity: (1) adopts a sufficient Accessibility Statement; (2) provides reasonable accommodations or modifications for nonconforming Active ICT; and (3) can provide evidence of making “good faith progress” on its plan to remove accessibility barriers across its inventory of Active ICT.

PENALTIES FOR NON-COMPLIANCE

Under the Rules, public entities are subject to certain penalties for non-compliance if websites and Active ICT are not accessible beginning July 1, 2024. Individuals with disabilities who experience discrimination due to noncompliance with the Rules may bring a civil suit against the public entity, which may result in a court order requiring that the public entity bring all Active

⁵ [WCAG 2.1 Standards](#)

ICT into compliance with the Rules and either remit monetary damages or pay a statutory fine of \$3,500 to the plaintiff for each violation.⁶

STEPS FOR COMPLIANCE

As discussed above, the scope of the Rules is broad, and the requirements are technical. To comply, the District will need to:

- Identify documents to remain on the District website and begin remediation.
- Engage a Website Accessibility Vendor.
- Adopt an Accessibility Statement and post it to the District’s website, including two contact methods to report inaccessible Active ICT and make accessibility requests for any other ICT.
- Identify a compliance officer who will be responsible for responding to reports of inaccessible Active ICT and accessibility requests (the “**Compliance Officer**”).
- Ensure that Active ICT created, posted, altered, or updated after July 1, 2024 is in compliance with the Rules.
- Be prepared to remediate District documents into an accessible format upon request.
- Regularly generate an accessibility report for the District's website. Checkmydistrict.org is a robust evaluation and reporting tool developed in collaboration with the Special District Association available at no charge.⁷ Many other free reporting tools are available as well.⁸

ACCESSIBILITY VENDORS

WBA recommends that all contractors and Accessibility Vendors are reviewed to confirm that the services provided meet the standards set in the Rules. We have found that accessibility widgets, third-party software that temporarily changes the website to provide accessible features for users with assistive technologies, are not sufficient to establish compliance and have been identified as a potential source of liability under the Rules.

Document Accessibility Vendor

WBA has obtained a membership with 247 Accessible Documents for document remediation services.⁹ WBA can submit District documents to 247 Accessible Documents on behalf of the District through this membership. Membership pricing is on a per-page basis below based on document type, complexity, Alternative Text and Table Summary requirements, and delivery timeline:

Document & Delivery Type	Premium (Per Page)
Static PDF – Normal Delivery	\$6.50
Static PDF – Expedited Delivery	\$7.00
Static PDF – Rush Delivery	\$7.50
Static Word & PPT – Normal Delivery	\$4.00
Static Word & PPT – Expedited Delivery	\$4.50

⁶ § 24-34-802(2)(a), C.R.S.

⁷ www.checkmydistrict.org

⁸ [W3C Accessibility Tools Index](#)

⁹ [247 Accessible Documents](#)

Static Word & PPT – Rush Delivery	\$5.00
Dynamic PDF/Word	\$27.00
Extended Alt Text (Per Image)	\$0.25
Table Summary (Per Table)	\$0.25

Table Summaries are a feature where a description is given to an Excel or similar table for use by a screen reader. Extended Alternative Text is the same process for an image. Both of these are required to remediate Active ICT with financial tables or images, such as a budget or map, and have an additional cost for the service.

Delivery timelines are dependent on the page count, document type and delivery type selected. Expected timelines are as follows: normal delivery within 5-10 business days, expedited delivery within 2-3 days, and rush delivery within 1-2 days.

STATE REQUIREMENTS FOR TRANSPARENCY*

Due to the costs associated with remediating documents and the upcoming deadline for compliance under the Rules, WBA is recommending that districts scale back the information posted on their websites by July 1, 2024, or sooner if possible, to include only the information required under statute and governing documents, as well as the public records request policy and any rules and regulations/fee schedules/amenity policies as applicable.¹⁰

The specific requirements and recommendations for the District are below:

Applies to District?	Item	Statutory References / Comments
<input checked="" type="checkbox"/>	Map of District boundaries	§ 32-1-104.5(3)(a), C.R.S., Requirements
<input checked="" type="checkbox"/>	Current Fiscal Year Budget	§ 32-1-104.5(3)(a), C.R.S., Requirements
<input checked="" type="checkbox"/>	Budget Amendments to current fiscal year budget (<i>if applicable</i>)	§ 32-1-104.5(3)(a), C.R.S., Requirements
<input checked="" type="checkbox"/>	Date, Time, and Location of Regularly Scheduled Board Meetings	§ 32-1-104.5(3)(a), C.R.S., Requirements
<input checked="" type="checkbox"/>	Date, Time, and Location of Annual Meeting (<i>if applicable</i>)	§ 32-1-104.5(3)(a), C.R.S., Requirements
<input checked="" type="checkbox"/>	Names, Terms, and Contact Information for Directors	§ 32-1-104.5(3)(a), C.R.S., Requirements
<input checked="" type="checkbox"/>	Name and Contact Information for District Manager (<i>if applicable</i>)	§ 32-1-104.5(3)(a), C.R.S., Requirements
<input checked="" type="checkbox"/>	Financial Information <ul style="list-style-type: none"> • Prior Year’s Audit OR Application for Exemption from Audit 	§ 32-1-104.5(3)(a), C.R.S., Requirements
<input checked="" type="checkbox"/>	Annual Report (<i>most current</i>)	§ 32-1-207(3)(c), C.R.S.

¹⁰ § 32-1-104.5, C.R.S.

<input type="checkbox"/>	Call for Nominations (<i>Board may elect to post to Official Website</i>)	§§ 1-13.5-501(1.5)(c); 1-13.5-501(1.7)(b)(III), C.R.S.
<input type="checkbox"/>	*Certified Election Results - Resolution/Notice of Cancellation OR Canvass Board Statement of Certified Election Results	§ 32-1-104.5(3)(a), C.R.S., Requirements
<input checked="" type="checkbox"/>	809 Transparency Notice (<i>most current</i>)	§ 32-1-809, C.R.S.
<input type="checkbox"/>	Notice of Intent to Fix/Hearing Water or Sewer Rates (<i>as applicable</i>)	§ 32-1-1001(2), C.R.S.
<input checked="" type="checkbox"/>	Technology Accessibility Statement	8 CCR 1501-11
<input checked="" type="checkbox"/>	**Governing Document Requirements (<i>as applicable</i>)	See below for further guidance regarding applicability of these requirements
<input type="checkbox"/>	Accounting of Land Development Charges (<i>if applicable</i>) ¹¹ :	§ 29-1-506(1), C.R.S.; See FN 1 for further guidance regarding applicability of this requirement
<input checked="" type="checkbox"/>	Public Records Request Policy	§ 24-72-205(6)(a)(b), C.R.S.; Posting allows the District to collect research and retrieval fees
<input checked="" type="checkbox"/>	Rules & Regulations (<i>if applicable</i>)	
<input checked="" type="checkbox"/>	Fee Resolutions and Schedules (<i>if applicable</i>)	
<input checked="" type="checkbox"/>	Covenant Enforcement Documents (<i>if applicable</i>)	Including, but not limited to: <ul style="list-style-type: none"> • Declaration of Covenants • Collection and Enforcement Policies • Rules & Regulations • Design Guidelines • Submission Forms

*Required if election is held in the current fiscal year.

**Certain districts have additional requirements under the jurisdiction’s specific governing documents (Service Plan, IGA, Municipal Code, County Code/Rules).

CONCLUSION

On an immediate basis, WBA recommends that the Board identify which documents, outside those required under statute, will remain posted to the website and be sent for remediation. We also recommend the District adopt an accessibility statement, identify the Compliance Officer, engage an Accessibility Vendor, and begin to implement compliance plans no later than May 1, 2024. The website, all content posted thereto, and all digital communication under the control of the District must meet the accessibility standards established in the Rules no later than July 1, 2024.

¹¹ Required only if a district imposes land development charges, including tap fees, system development fees, capital improvement fees, plant investment fees, or similar charges, related to a capital expenditure imposed as a prerequisite for obtaining service for an improvement, facility, or equipment necessitated by construction, reconstruction, or redevelopment resulting in an increase in the number of service units required.

MANAGEMENT REPORT

Blackstone Metro District

Management Report – March 2024

Complete
In Progress
Highlights

Accounting

- RECURRING – Continuous review and upload of invoices to Bill.com.
- RECURRING – Follow up on payment inquiries from vendors and/or residents.
- RECURRING – Send fee waiver requests to the Board of Directors for consideration under separate cover.
- RECURRING – Distribute Delinquency Report to the Board of Directors under separate cover.
- RECURRING – Distribute Status Report from Altitude Law to the Board of Directors under separate cover.
 - *The purpose of the status report is to keep the Board informed as to the current state of each delinquent matter, the significant actions that occur on each matter and what the next planned steps are.*
- Requested that Accounting delineate collection versus covenant delinquent accounts on the Delinquency Report. Changes have been implemented as of March 21, 2024, and these changes should be reflected at the April Board meeting at the latest. “Attorney Covenant” indicates the account is with the attorney due to non-compliance, and “Attorney” means the account is with the attorney for delinquency.

Administrative

- Meeting Minutes – Drafted February 20, 2024, Special Meeting Minutes
- District Website – Manage posting to the District website of the following documents:
 - January 17, 2024, Special Meeting Minutes
 - March 26, 2024, Special Meeting Agenda and Board Packet
 - April 16, 2024, Special Meeting Agenda and Board Packet
 - ***Add resolution concerning the security system AND information about Flock Cameras and how to opt out/register vehicles.***
- Meeting Preparation
 - Add/Update the following items to the March 26, 2024, Special Meeting agenda:
 - Committee Member Appointments
 - Review Resolution Delegating Architectural Authority and Establishing Architectural Review Committee
 - Discuss Social Committee Facebook Page
 - RECURRING – Contact Blackstone Country Club to request meeting event space no earlier than 2 weeks in advance of a Board of Directors meeting.

- Community Email Blasts – (RECURRING) Send community email blasts as updates are made available.
- Community Communication Strategy – **Organize and share a proposal for annual outreach to Blackstone Metro District community members for contact information and important/general reminders (i.e. Westwind Management outreach, compliance, board meeting schedule, etc.)**
- District Insurance – Conducted property walk through with District insurance agent on March 4, 2024. Final property schedule is pending additional follow up information to the insurance agent as a result of the onsite walkthrough. Once finalized, the updated **property schedule and updated quote will be presented to the Board of Directors' review and consideration.**
- 96632 Community Farm Shares – Emailed owner to request draft message to share with Blackstone Metro District community members regarding their summer community farm shares program.

Architectural/Compliance

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

Bids/Contracts

- GFL/Republic Trash Contract
 - Continue to work with GFL/Republic on customer service issues.
 - Compiled list of reported issues with Republic for historical reference and documentation. Held a meeting with Republic representatives to discuss on Tuesday, March 26, 2024, and shared the outcome with the Board of Directors. Republic followed up with this message on March 29, 2024: *As part of our call, we had a separate call with our customer service team today to see if there were any lingering issues or feedback we should know about. Josh, Denise, and I talked through some of the historical problems, and we aren't seeing the issues we have in the past for a couple of reasons. We got through the initial hurdles of transitioning to a new company, our communication regarding Blackstone has improved tremendously, and we have set up individual accounts for all residents so billing issues should not continue. I think having an online account has helped as well.*
- Mailbox Light Options – Received a general estimate from Full Spectrum Lighting. Provided map of community mailboxes to vendor to be able to provide a complete and accurate proposal. Emailed vendor 2/15, 2/16, 2/20, 2/28, 3/11, 3/14, and 3/20. **Present proposal for discussion.**

Maintenance

- Snow Removal IGA – Submitted monthly report for February to the City of Aurora.
- Lighting – Noted a damaged bollard at Canyon Park and requested repair by Full Spectrum Lighting.

Committees

- Social Committee
 - Collected list of interested volunteers and shared District committee charter.
 - Confirmed plans to attend the Social Committee meeting on Thursday, March 28, 2024, at 6:15 pm.
 - Summer Kickoff 2024 – ***Find/confirm covered area for performance requirements for the Eighties Band***
- Architectural Review Committee
 - Shared information with volunteers on volunteer responsibilities and District guidelines.
 - RECURRING – Share owner requests with the Architectural Review Committee for review and consideration and communicate decisions to owner/s.

Jordan Devine

During a recent site visit, I observed damage to one of the bollards at Canyon Park. Upon inspection by Full Spectrum, it was confirmed that the base of the bollard is cracked and requires replacement. Attached is the estimate for the replacement cost.

Thank you,



After speaking with Full Spectrum, their technician believes the damage was likely caused by a snowplow, although it's challenging to determine conclusively. They mentioned that the force required to cause such damage could be from either kicking it over or from a plow of some sort.

Full Spectrum Lighting

1630 W 54th Pl.
 Denver, CO 80221
 303-204-0949

Estimate

Date	Estimate #
3/21/2024	1869

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

Project

Description	Qty	Cost	Total
Replace damaged bollard at Canyon Park.	1	1,100.00	1,100.00
Materials, bollard light	1	350.00	350.00
Service Call	1	65.00	65.00
Job# 2322896448			
		Total	\$1,515.00

Customer Signature _____



SAFETY AND LOSS PREVENTION GRANT PROGRAM

Wondering what to spend your funds on?

Here are some actual purchases made by members over the last few years. There are many more things that could qualify for this program, so don't feel limited to this list. Additionally we have included a few items that are not eligible for this program. If you have any questions, please contact us at info@csdpool.org.

\$200 - \$500 PURCHASES

- Eye wash station
- First aid supplies
- Training costs
- Safety ladders
- Ergonomic office furniture
- Door locks
- Fire extinguishers
- Carbon monoxide detectors
- Smoke detectors
- Road flagger equipment
- Personal protective equipment
- Burn prevention equipment
- Hearing protection equipment
- Eye protection equipment
- Safety cones and road signs
- Headphones for training
- Safe work boots
- Safety committee t-shirts and promotional materials
- Hard hats and neck gear
- AED batteries and service
- Anti-virus software
- SCBA face masks
- Wet floor signs

\$500 - \$2,000 PURCHASES

- ADA compliance upgrades
- Group CPR training
- Life rings and jackets
- Security video equipment
- Security lighting
- Electrical panel upgrades
- RFID Anti-theft systems
- Fire exit upgrades
- Field communications gear
- Theft deterrents
- Safety harnesses
- Security doors
- First responder training
- Computer training stations
- Cyber security services and software
- Security patrol services
- Swimming pool safety railings
- Playground safety upgrades
- Chemical storage facilities

\$2,000 - \$5,000 PURCHASES

- TargetSolutions costs
- Automatic External Defibrillators (AED)
- Fencing and gates
- Anti-slip flooring
- Human resources training
- Air monitors
- Excavation safety gear
- Water pipe winterizing

\$5,000+ PURCHASES

- Swimming pool lifts
- Safety and wellness programs
- Snow plows for trucks
- Sewer line camera equipment
- Fire suppression systems
- Key card access control systems
- Lightning suppression

INELIGIBLE PURCHASES

- Payroll for any employee
- SDA or organization dues
- CSD Pool contributions
- Any insurance premium
- Employee safety items for districts with no employees
- Regular maintenance costs
- Property repair expenses

Below is Blackstone Metro District's Safety and Loss Prevention Grant 2024 allocations and current balances. These funds can be used to reimburse up to 50% of eligible safety and loss prevention purchases. This is a great opportunity to improve the safety culture of your district by spending these funds on items that will make your district a safer place.

Blackstone Metropolitan District | Allocation: \$1,789.92 | Current Balance: \$5,490.50




PLAYGROUND LOW FREQUENCY INSPECTION FORM

Black Stone Metro District - Canyon Park



Inspected By	Keith Kroening (CPSI)	Date	3/20/2024	Start/Finish Time	5:30pm - 6:15pm
Temp.	64 Degrees	Conditions	Sunny		


Priority Hazards designated in red: 1) Could result in death or serious injury and needs to be dealt with immediately, 2) Could result in minor injury and should be corrected when time permits, 3) Is compliant but has been noted as an eventual potential risk.


Site Inspection Items	Yes	No	N/A	Inspection & Repair Comments
Play area is free of vandalism (damage, graffiti, burns, etc.)		X		<ul style="list-style-type: none"> Minor vandalism on the interior of the roof to the west. Nothing vulgar. Recommend cleaning when time allows (No Priority Hazard) 
No poor drainage areas	X			

No obstruction of play area	X			
Concrete footers are below fall material and not exposed	X			
All signs and labels are present and legible	X			
Fences secure and complete without any protrusions			X	
Gates in working order			X	
Pathways undamaged and free from obstructions	X			
Nearby trees appear to be in good condition and not likely to fall	X			
All surrounding borders in good condition		X		<ul style="list-style-type: none"> Wear in surrounding borders. There are some cracks and damaged sections which vary in depths over ½" which could cause ADA issues. Recommend patching large damaged section (CPSC 3.6)(Priority 3 Hazard)



Equipment free of insects and nests	X			
Equipment General	Yes	No	N/A	Inspection & Repair Comments
All equipment components, including collars, supports are secure and free from decay at ground level.	X			

No abnormal wearing of components	X			
Are supports secure in the ground and are all fixings secure	X			
Hardware is present and cannot be moved or loosened by hand	X			
Platforms/Decking and steps are clear of debris	X			
No wearing or tripping hazards present with platforms/decking		X		<ul style="list-style-type: none"> The decking at the entrance is delaminating and exposing sharp rusted metal to users. Recommend replacing 2 snow cone shaped pieces (CPSC 2.5.3)(Priority 2 Hazard) 
All timber and metal work undamaged and free from corrosion	X			
All safety barriers and guardrails present and adequate for age group	X			
Equipment work properly without undue noise	X			
Hardware in good condition	X			

Capped ends	X			
Paint – no deterioration, peeling, cracking chipping or chalking	X			
No sharp points, corners, edges or loose welds	X			
No entanglement or impalement points	X			
No protrusions	X			
No projections		X		<ul style="list-style-type: none"> Hazardous projections are present when there are more than 2 threads exposed beyond a nut end. Recommend cutting off threaded end and smoothing out as to not leave any sharp points (CPSC 3.2)(Priority 3 Hazard) 
No pinch, crush or shearing points	X			
No tripping hazards	X			
No suspended hazards (cables, wires, ropes)	X			
No metal rusts/wood rot	X			
No head entrapment	X			
No loose handholds/rails	X			
No loose step/ring/rung	X			
No loose nuts/bolts or need replaced		X		
No missing or broken parts	X			<ul style="list-style-type: none"> It looks like this interactive panel may have used to have a panel such as a mirror or a bubble on it. Recommend contacting manufacturer for sales document to see if item is missing (No Priority Hazard)





No work/frayed cables	X				
Swings	Yes	No	N/A	Inspection & Repair Comments	
Swing seats are in good condition, unbroken and no exposed metal (no cuts, cracks, or missing seats)	X				
"S" hooks and clasps are in good condition and closed	X				
Seats fixed securely (with secure center bar on cradle seats)	X				
The chains intact and in good condition with less than 40% wear	X				
Equipment Stable	X				
Slides	Yes	No	N/A	Inspection & Repair Comments	
No loose steps or rails, slippery	X				
Smooth / Adequate surfaces	X				
No loose screws/bolts	X				
No broken parts or missing hardware		X			<ul style="list-style-type: none"> The double slide on the east side of the composite structure is broken on both connection points of the footer where the bed connects to the footer. Recommend replacement of slide (CPSC 2.5.1)(Priority 2 Hazard)




- The tube slide on the west side of the composite structure has a number of bolts that seem loose due to the connection inserts being stripped out. Recommend continued inspection and possible replacement of slide exit if gaps develop between sections (CPSC 2.5.2)(Priority 3 Hazard)



- The spiral slide to the south of the composite structure has cracks developing in the bedway. If these cracks continue to worsen, it could expose the users to sharp edges. Recommend filling crack with plastic or eventual replacement as degradation will continue once breakthrough occurs (CSPC 2.5.1)(Priority 3 Hazard)

				 
No Entanglement Hazards, Cracks or Gaps	X			
No Exposed Footing	X			
Handrails secure and in good condition	X			
Is the chute securely fixed, undamaged and clear of foreign objects (needles, sharps, etc.) check under sides of chute	X			
Rocking & Spring Items	Yes	No	N/A	Inspection & Repair Comments
All supports and springs present and secure and free from decay at ground level			X	
Ground fixings secure and undue movement			X	
Does the item move smoothly and noiselessly			X	
Adequate Handhold Sizes			X	
All hand grips and foot rest present and securely fixed			X	
Climbing and Agility Items	Yes	No	N/A	Inspection & Repair Comments

All supports and springs present, secure and free from decay at ground level	X			
All timber or metal work undamaged and free from corrosion	X			
Are all the bars in place, securely fixed and any tube ends plugged	X			
Any overhead bars/rings all present securely fixed and do bars not rotate	X			
All ropes or chains present and in good condition and firmly fixed	X			
All nuts and bolts secure without any projecting thread	X			
No loose ropes not from a loop	X			
Cable Runways	Yes	No	N/A	Inspection & Repair Comments
All supports present, secure and free from decay at ground level			X	
All timber or metal work undamaged and free from corrosion			X	
The supports secure in the ground and take off platforms in good condition			X	
Is the cable in good condition and securely fixed at each end			X	
Is the seat securely fixed with chains in good condition			X	
Does the trolley move easily and noiselessly and are guards intact			X	
If hand grips are present, are they in good condition			X	
If trackway, is it free from rust and are all joints level			X	
Surfacing	Yes	No	N/A	Areas need surfacing/raking
Type: EWF Depth: 12" Depth		X		<ul style="list-style-type: none"> EWF is getting low in the pit but still meets depth requirements. Recommend continued inspection and possible replenishment next year (CPSC 2.4, ASTM-1292, ADA Standards)(No Priority Hazard)

				
Are safety surfaces undamaged and free from any trip hazards	X			
Is safety surfacing level with surrounding ground not causing trip hazards	X			
Surface material is free of weeds, animal waste, glass, trash, needles, sharps and any other debris	X			
If surfacing is grass, is it in good condition without undue wear			X	
Rotating Items (Horizontal or Vertical)	Yes	No	N/A	Inspection & Repair Comments
Is it undamaged and is the platform level			X	
Does it revolve smoothly and noiselessly			X	
All safety features present			X	
Any protruding bolts etc. under the platform			X	
Additional Items	Yes	No	N/A	Inspection/Repair Comments

Work order numbers (list all that apply): _____

Repairs during Inspection Completed by: Keith Kroening Date: 3/21/2024

Other repairs completed by: _____ Date: _____

Reviewed by: _____

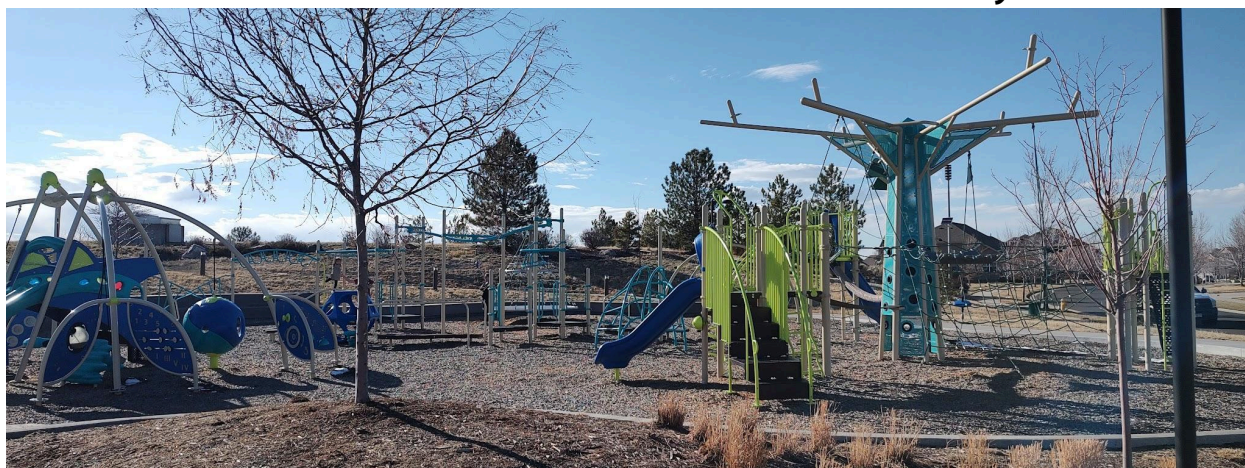
Date: _____



rmplaygroundservices.com

PLAYGROUND LOW FREQUENCY INSPECTION FORM



Black Stone Metro District - Country Club Park




Inspected By	Keith Kroening (CPSI)	Date	3/20/2024	Start/Finish Time	4:30pm - 5:30pm
Temp.	64 Degrees	Conditions	Sunny		

Priority Hazards designated in red: 1) Could result in death or serious injury and needs to be dealt with immediately, 2) Could result in minor injury and should be corrected when time permits, 3) Is compliant but has been noted as an eventual potential risk.

Site Inspection Items	Yes	No	N/A	Inspection & Repair Comments
Play area is free of vandalism (damage, graffiti, burns, etc.)	X			
No poor drainage areas	X			
No obstruction of play area	X			
Concrete footers are below fall material and not exposed	X			
All signs and labels are present and legible	X			
Fences secure and complete without any protrusions			X	
Gates in working order			X	
Pathways undamaged and free from obstructions	X			
Nearby trees appear to be in good condition and not likely to fall	X			

All surrounding borders in good condition	X			
Equipment free of insects and nests	X			
Equipment General	Yes	No	N/A	Inspection & Repair Comments
All equipment components, including collars, supports are secure and free from decay at ground level.	X			
No abnormal wearing of components	X			
Are supports secure in the ground and are all fixings secure	X			
Hardware is present and cannot be moved or loosened by hand		X		<ul style="list-style-type: none"> Hardware missing on interactive panel to 2-5 composite structure. Recommend replacing missing hardware (CPSC 2.5.2)(Priority 3 Hazard)   <ul style="list-style-type: none"> Hardware on barrier to 2-5 composite structure was loose (CPSC 2.5.2)(Priority 3 Hazard - Hardware)

				<p>resecured by Keith Kroening on 3/20/2024)</p> 
Platforms/Decking and steps are clear of debris	X			
No wearing or tripping hazards present with platforms/decking	X			
All timber and metal work undamaged and free from corrosion	X			
All safety barriers and guardrails present and adequate for age group	X			
Equipment work properly without undue noise	X			
Hardware in good condition	X			
Capped ends		X		<ul style="list-style-type: none"> Protective cap to the interior of Cozy Cocoon is missing. Recommend replacing missing cap (CPSC 2.5.1)(Priority 3 Hazard)



Paint – no deterioration, peeling, cracking chipping or chalking


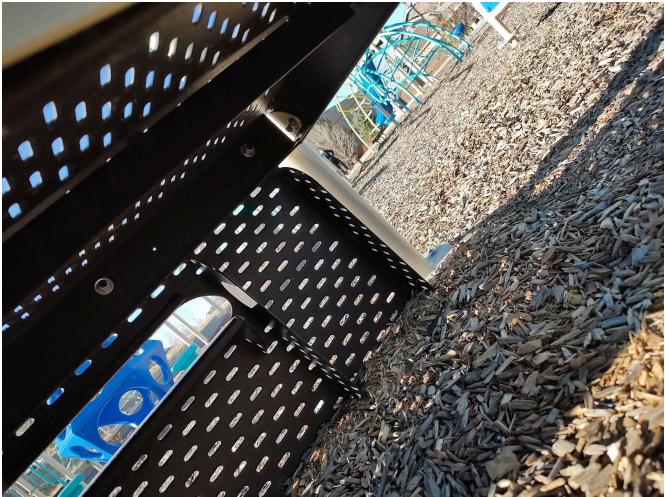
X


No sharp points, corners, edges or loose welds

X

- A couple connection points where the plastic end of the nut has broken exposing users to sharp edges. Recommend removing ends of bolts and smoothing off at nut (CPSC 3.4)(Priority 3 Hazard)






No entanglement or impalement points	X			
No protrusions	X			
No projections		X		<ul style="list-style-type: none"> Hazardous projections are present when there are more than 2 threads exposed beyond a nut end. Recommend cutting off threaded end and smoothing out as to not leave any sharp points (CPSC 3.2)(Priority 3 Hazard)
				 
No pinch, crush or shearing points	X			
No tripping hazards	X			
No suspended hazards (cables, wires, ropes)	X			
No metal rusts/wood rot	X			
No head entrapment	X			
No loose handholds/rails	X			
No loose step/ring/rung	X			
No loose nuts/bolts or need replaced		X		<ul style="list-style-type: none"> A couple of the stepper pods appeared to have loose hardware.

			<p>Upon trying to tighten the loose hardware it was determined that the hardware is actually cross threaded in the support connection. Recommend contacting manufacturer for suggested actions (CPSC 2.5.2)(Priority 3 Hazard)</p> 
No missing or broken parts		X	<ul style="list-style-type: none"> On the interactive panel with the bells, it appears that there should be items meant to hit the bells that are missing, as there are 3 blank holes. Recommend contacting manufacturer to determine if elements are missing (No Priority Hazard)



No work/frayed cables	X				
Swings	Yes	No	N/A	Inspection & Repair Comments	
Swing seats are in good condition, unbroken and no exposed metal (no cuts, cracks, or missing seats)	X				
"S" hooks and clasps are in good condition and closed	X				
Seats fixed securely (with secure center bar on cradle seats)	X				
The chains intact and in good condition with less than 40% wear	X				
Equipment Stable	X				
Slides	Yes	No	N/A	Inspection & Repair Comments	
No loose steps or rails, slippery	X				
Smooth / Adequate surfaces	X				
No loose screws/bolts	X				
No broken parts or missing hardware		X			<ul style="list-style-type: none"> Protective caps are missing on the underside of the slide to the 5-12 composite structure. Recommend replacing missing caps (CPSC 2.5.1)(Priority 3 Hazard)

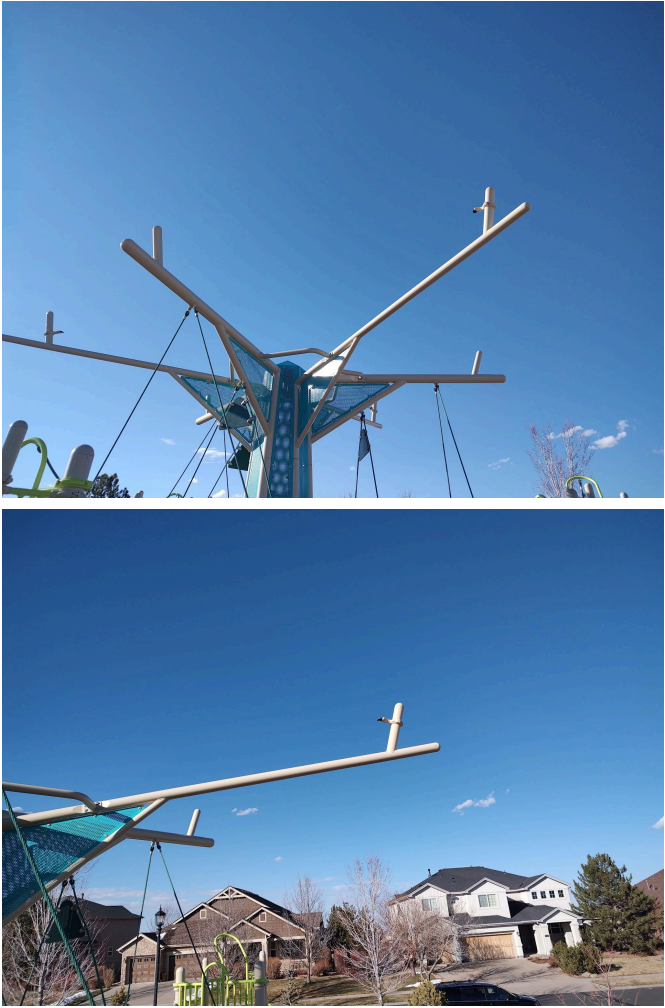
				
No Entanglement Hazards, Cracks or Gaps	X			
No Exposed Footing	X			
Handrails secure and in good condition	X			
Is the chute securely fixed, undamaged and clear of foreign objects (needles, sharps, etc.) check under sides of chute	X			
Rocking & Spring Items	Yes	No	N/A	Inspection & Repair Comments
All supports and springs present and secure and free from decay at ground level	X			
Ground fixings secure and undue movement	X			
Does the item move smoothly and noiselessly	X			
Adequate Handhold Sizes	X			
All hand grips and foot rest present and securely fixed	X			
Climbing and Agility Items	Yes	No	N/A	Inspection & Repair Comments
All supports and springs present, secure and free from decay at ground level		X		<ul style="list-style-type: none"> Support for the bridge section seems a little loose. This may mean that the concrete is breaking down. Recommend continued inspection and possible replacement of footer if condition worsens (CPSC 2.5.1)(No Priority Hazard)

			
<p>All timber or metal work undamaged and free from corrosion</p>	<p>X</p>		
<p>Are all the bars in place, securely fixed and any tube ends plugged</p>		<p>X</p>	<ul style="list-style-type: none"> ● Climbing plastic step/pad is completely broken at the connection points to the ropes. This is not only a step hazard but it is also exposing users to sharp edges (CPSC 2.5.1 & 3.4)(Priority 2 Hazard) 

Any overhead bars/rings all present securely fixed and do bars not rotate	X			
All ropes or chains present and in good condition and firmly fixed	X			
All nuts and bolts secure without any projecting thread	X			
No loose ropes not from a loop	X			
Cable Runways	Yes	No	N/A	Inspection & Repair Comments
All supports present, secure and free from decay at ground level	X			
All timber or metal work undamaged and free from corrosion	X			
The supports secure in the ground and take off platforms in good condition	X			
Is the cable in good condition and securely fixed at each end	X			
Is the seat securely fixed with chains in good condition	X			
Does the trolley move easily and noiselessly and are guards intact	X			
If hand grips are present, are they in good condition	X			
If trackway, is it free from rust and are all joints level	X			
Surfacing	Yes	No	N/A	Areas need surfacing/raking
Type: EWF Depth: 12" Depth		X		<ul style="list-style-type: none"> EWF is inadequate throughout the entire play pit. It is imperative to maintain safety surfacing to 12" depth to maintain impact attenuation for falls from equipment, due to falls being the number one reason for injuries on playgrounds. These low levels are also causing the playground no longer to be accessible from the ADA ramps. All net anchoring devices should be under the safety surfacing as well. Recommend adding 6" of EWF to playground (CPSC 2.4, ASTM-1292, ADA Standards)(Priority 1 Hazard)



Are safety surfaces undamaged and free from any trip hazards	X			
Is safety surfacing level with surrounding ground not causing trip hazards	X			
Surface material is free of weeds, animal waste, glass, trash, needles, sharps and any other debris	X			
If surfacing is grass, is it in good condition without undue wear			X	
Rotating Items (Horizontal or Vertical)	Yes	No	N/A	Inspection & Repair Comments
Is it undamaged and is the platform level	X			
Does it revolve smoothly and noiselessly	X			
All safety features present	X			
Any protruding bolts etc. under the platform	X			
Additional Items	Yes	No	N/A	Inspection/Repair Comments

Shade Undamaged		X	<ul style="list-style-type: none"> Incorporated shade unit to the composite structure appears to have been ripped away and is missing. Recommend replacing to provide shaded equipment (No Priority Hazard) 
Stepping Platforms Level		X	<ul style="list-style-type: none"> This is an item that should have been addressed before taking on ownership and identified in an "Audit" right after installation. It appears that a number of climber pods are crooked and not within its 2 degrees of horizontal requirement. It appears that children may have gotten into the site prior to the concrete curing for this project. No recommended action as again this should have been identified in an "Audit" before ownership transferred to community (CPSC 5.1.1)(Priority 3 Hazard)



Work order numbers (list all that apply): _____

Repairs during Inspection Completed by: Keith Kroening Date: 3/21/2024

Other repairs completed by: _____ Date: _____

Reviewed by: _____ Date: _____



PLAYGROUND LOW FREQUENCY INSPECTION FORM


Black Stone Metro District - Hilltop Park



Inspected By	Keith Kroening (CPSI)	Date	3/20/2024	Start/Finish Time	6:15pm - 7pm
Temp.	64 Degrees	Conditions	Sunny		

Priority Hazards designated in red: 1) Could result in death or serious injury and needs to be dealt with immediately, 2) Could result in minor injury and should be corrected when time permits, 3) Is compliant but has been noted as an eventual potential risk.

Site Inspection Items	Yes	No	N/A	Inspection & Repair Comments
Play area is free of vandalism (damage, graffiti, burns, etc.)	X			
No poor drainage areas	X			
No obstruction of play area	X			
Concrete footers are below fall material and not exposed	X			
All signs and labels are present and legible	X			
Fences secure and complete without any protrusions			X	
Gates in working order			X	
Pathways undamaged and free from obstructions	X			
Nearby trees appear to be in good condition and not likely to fall	X			
All surrounding borders in good condition		X		<ul style="list-style-type: none"> Gap between the monolithic border and sidewalk is greater than ½". This

				<p>gap can present trip hazards and also cause issues with ADA compliance. Recommend adding filler such as Silka to seal gap (ADA)(Priority 3 Hazard)</p> 
Equipment free of insects and nests	X			
Equipment General	Yes	No	N/A	Inspection & Repair Comments
All equipment components, including collars, supports are secure and free from decay at ground level.	X			
No abnormal wearing of components	X			
Are supports secure in the ground and are all fixings secure	X			
Hardware is present and cannot be moved or loosened by hand	X			
Platforms/Decking and steps are clear of debris	X			
No wearing or tripping hazards present with platforms/decking	X			
All timber and metal work undamaged and free from corrosion	X			
All safety barriers and guardrails present and adequate for age group	X			
Equipment work properly without undue noise	X			
Hardware in good condition	X			
Capped ends	X			
Paint – no deterioration, peeling, cracking chipping or chalking	X			

No sharp points, corners, edges or loose welds	X			
No entanglement or impalement points	X			
No protrusions	X			
No projections	X			
No pinch, crush or shearing points	X			
No tripping hazards	X			
No suspended hazards (cables, wires, ropes)	X			
No metal rusts/wood rot	X			
No head entrapment	X			
No loose handholds/rails	X			
No loose step/ring/rung	X			
No loose nuts/bolts or need replaced	X			
No missing or broken parts	X			
No work/frayed cables	X			
Swings	Yes	No	N/A	Inspection & Repair Comments
Swing seats are in good condition, unbroken and no exposed metal (no cuts, cracks, or missing seats)	X			
"S" hooks and clasps are in good condition and closed	X			
Seats fixed securely (with secure center bar on cradle seats)	X			
The chains intact and in good condition with less than 40% wear	X			
Equipment Stable	X			
Slides	Yes	No	N/A	Inspection & Repair Comments
No loose steps or rails, slippery	X			
Smooth / Adequate surfaces	X			
No loose screws/bolts	X			
No broken parts or missing hardware	X			
No Entanglement Hazards, Cracks or Gaps	X			
No Exposed Footing	X			
Handrails secure and in good condition	X			
Is the chute securely fixed, undamaged and clear of foreign	X			

objects (needles, sharps, etc.) check under sides of chute				
Rocking & Spring Items	Yes	No	N/A	Inspection & Repair Comments
All supports and springs present and secure and free from decay at ground level			X	
Ground fixings secure and undue movement			X	
Does the item move smoothly and noiselessly			X	
Adequate Handhold Sizes			X	
All hand grips and foot rest present and securely fixed			X	
Climbing and Agility Items	Yes	No	N/A	Inspection & Repair Comments
All supports and springs present, secure and free from decay at ground level	X			
All timber or metal work undamaged and free from corrosion	X			
Are all the bars in place, securely fixed and any tube ends plugged	X			
Any overhead bars/rings all present securely fixed and do bars not rotate	X			
All ropes or chains present and in good condition and firmly fixed	X			
All nuts and bolts secure without any projecting thread	X			
No loose ropes not from a loop	X			
Cable Runways	Yes	No	N/A	Inspection & Repair Comments
All supports present, secure and free from decay at ground level			X	
All timber or metal work undamaged and free from corrosion			X	
The supports secure in the ground and take off platforms in good condition			X	
Is the cable in good condition and securely fixed at each end			X	
Is the seat securely fixed with chains in good condition			X	
Does the trolley move easily and noiselessly and are guards intact			X	

If hand grips are present, are they in good condition			X	
If trackway, is it free from rust and are all joints level			X	
Surfacing	Yes	No	N/A	Areas need surfacing/raking
Type: EWF Depth: 12" Depth		X		<ul style="list-style-type: none"> EWF is inadequate throughout the entire play pit. It is imperative to maintain safety surfacing to 12" depth to maintain impact attenuation for falls from equipment, due to falls being the number one reason for injuries on playgrounds. These low levels are also causing the playground no longer to be accessible from the ADA ramps. All anchoring devices should be below safety surfacing. The spinner seat is non compliant as well due to the height of the seat from the surfacing. Recommend adding 6" of EWF to playground (CPSC 2.4, ASTM-1292, ADA Standards)(Priority 1 Hazard)



Are safety surfaces undamaged and free from any trip hazards	X			
Is safety surfacing level with surrounding ground not causing trip hazards	X			
Surface material is free of weeds, animal waste, glass, trash, needles, sharps and any other debris	X			

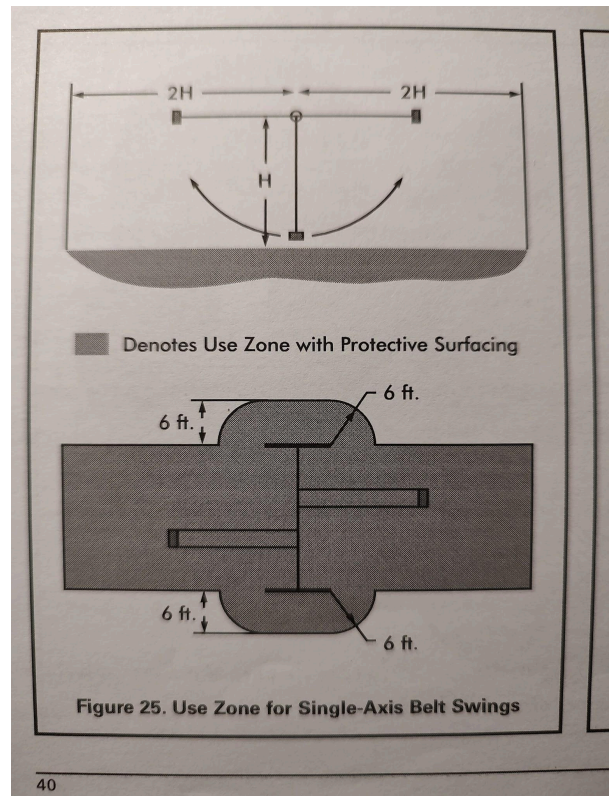
If surfacing is grass, is it in good condition without undue wear			X	
Rotating Items (Horizontal or Vertical)	Yes	No	N/A	Inspection & Repair Comments
Is it undamaged and is the platform level	X			
Does it revolve smoothly and noiselessly	X			
All safety features present	X			
Any protruding bolts etc. under the platform	X			
Additional Items	Yes	No	N/A	Inspection/Repair Comments
Shade Undamaged		X		<ul style="list-style-type: none"> It appears that someone may have added a toddler bucket seat for use in the playground. This toddler seat is presenting a number of hazards and should be removed immediately. Belt and bucket seats are intended to be in a swing bay of their own not attached to composite structures, as there is high potential that a user could come in contact with equipment or other individuals running through the play area. Connection points for swings must be vandalproof and unable to be removed without the use of tools, so the carabiners on this are non compliant. Lastly, due to the ease of taking the carabiners off of the equipment, the chains now become a potential for strangulation hazard. Highly recommend removing the bucket seat ASAP (CPSC 2.5.2, 5.3.8.1 & 3.5)(Priority 1 Hazard)



Stepping Platforms Level

X

- This is an item that should have been addressed before taking on ownership and identified in an "Audit" right after installation. The "Use Zones" for the belt swing area are non compliant as the surrounding border/concrete encroaches into the zones significantly. No recommended action as again this should have been identified in an "Audit" before ownership transferred to community (CPSC 5.1.1)(Priority 1 Hazard)



Work order numbers (list all that apply): _____

Repairs during Inspection Completed by: Keith Kroening Date: 3/21/2024

Other repairs completed by: _____ Date: _____

Reviewed by: _____ Date: _____



Inspection Survey – Summer

Client Community Name

Dear Board of Directors,

Thank you for taking the time to complete this survey. It is our intention to provide excellent service to your community in the inspection process and identify the unique characteristics and areas of focus regarding compliance enforcement.

Please identify three areas in compliance enforcement that would provide the most substantial impact for your community over the summer months.

1.
2.
3.

Identify any areas or items that should be avoided. (As an example, not focusing on commercial signs in the case of a hailstorm.)



Are there any special requests or unique characteristics that we should consider when performing inspections?

Manager and/or Board needs to return to CIS no later than end of April to be able to update and complete modifications before the Spring season.

OTHER BUSINESS