

CONSENT AGENDA

Blackstone Metropolitan District
SPECIAL MEETING OF THE BOARD OF DIRECTORS
MINUTES
January 17, 2024

I. ATTENDANCE & CALL TO ORDER

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

Also, in attendance were Clint Waldron (White Bear Ankele Tanaka & Waldron), Ben Zand and Anthony Parsons (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 McCall, seconded by Director Liles, upon vote, unanimously carried, the Board excused the absence of Director McGoff.

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

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

IV. PUBLIC COMMENT

Attorney Waldron opened the meeting for public comment.

- 96632 – An owner asked about volunteering their home for 8 to 10 weeks during the summer for community farm shares (CSA). Following discussion, the Board acknowledged that this operation was permissible per the District covenants.
- 86191 – An owner shared their concerns with District communication and asked about the maintenance of District trees.
- An owner asked what action was taken in response to the stolen backflows, the reasons for winter watering gator bags, and clarification of the LandTech maintenance contract.

V. CONSENT AGENDA

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

- a. Approve November 7, 2023, Special Meeting Minutes

VI. LANDSCAPE REPORT

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

1. Consider Proposal to Replace Stolen Backflows – Following discussion, upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board approved the proposal to replace the stolen backflows and for LandTech to provide estimates for additional security measures in February.
2. Discuss Security Options for Backflows – Ben Zand reviewed options for additional security measures.
3. Consider Winter Watering Options for 2023-2024 Winter Season – Following discussion, upon motion duly made by Director Liles, seconded by Director McCall,

upon vote, unanimously carried, the Board approved the deep root watering option per request only for the 2023-2024 winter season.

- b. Discuss Snow Removal on City-Owned Streets – The Board reviewed the snow measurement locations. Upon motion duly made by Director Monahan, seconded by Director McCall, upon vote (3:1), with Director Liles voting no, the Board approved amending the Independent Contractor Agreement with LandTech for 2023-2024 snow removal services to lower the snow accumulation trigger from 6 inches to 4 inches.
- c. Discuss Colored Lights Option for Blackstone Monument Sign – Option tabled.

VII. 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 – Tabled to February.
 - 3. Consider Committee Member/s Resignation – Upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board accepted the resignation from Cheryl Hamilton from the Landscape Committee.
- b. Architectural / Design Review – None.
- c. Social Committee.
 - 1. Consider Committee Member/s Resignation – Upon motion duly made by Director Monahan, seconded by Director Liles, upon vote, unanimously carried, the Board accepted the resignations from Jennifer McGoff, Josie O’Neil, and Lee McCall from the Social Committee. Director McCall abstained from the vote.
 - 2. Discuss 2024 Holiday Party for Board and Committee Members – Following discussion, upon motion duly made by Director Liles, seconded by Director McCall, upon vote, unanimously carried, the Board approved the plans to organize a holiday party in 2024 for the Board and committee members.
 - 3. Discuss Spring Social – The Board expressed agreement with the plans to organize a Spring Social as presented by Director Deeds.

VIII. MANAGEMENT REPORT

- a. Ms. Devine presented the District Management Report.
- b. Discuss Country Club Meeting Space – Ms. Devine reviewed the communication from the Blackstone Country Club requesting payment to reserve event space for District regular meetings. Upon motion duly made by Director Monahan, seconded by Director McCall, upon vote, unanimously carried, the Board agreed to hold regular meetings at a public venue. Upon motion duly made Director Monahan, seconded by Director Deeds, upon vote, unanimously carried, the Board amended the previous motion to hold the February 20, 2024, Regular Meeting over Zoom, and review options for alternative meeting spaces for consideration in February.
- c. Review Process for Managing Flock Cameras – Attorney Waldron reviewed the Resolution Adopting a Security System Policy.
- d. Ms. Devine reviewed the outstanding balances from Lennar accounts. Upon motion duly made

by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board approved writing off the outstanding balances from Lennar accounts. Following further discussion, upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board amended the previous motion directing the issuance of a letter to Lennar to request 50% of the outstanding balance, with a 15-day response window from the notice date, after which any remaining balance will be considered for write-off.

- e. The Board reviewed the playground inspection service contract from Rocky Mountain Playground Services. Upon motion duly made by Director Liles, seconded by McCall, upon vote, unanimously carried, the Board approved the service agreement for playground inspection services from Rocky Mountain Playground Services.
- f. Discuss Installation of Playground Canopy – Tabled until summer.
- g. The Board reviewed the Delinquency and Compliance Report.
- h. The Board considered the settlement offer from account 86525. Upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board accepted the settlement offer provided that the payment covers all hard costs including attorney fees.
- i. Ms. Devine presented the following fee waiver requests for consideration of approval by the Board:
 - Upon motion duly made by Director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board denied the fee waiver request from account 85908.
 - Upon motion duly made by director McCall, seconded by Director Monahan, upon vote, unanimously carried, the Board approved 50% of the fee waiver request from account 86575.
- j. Other Management Matters – Ms. Devine reviewed scheduling of District Regular Meetings.

IX. DISTRICT MEMBERSHIP/REPRESENTATIVE REPORTS

- a. Wheatlands Park and Rec – Director Deeds reported recent activities.

X. OTHER BUSINESS

- The Board discussed sponsorship for the Social Committee.

II. PUBLIC COMMENT

- Upon motion duly made by Director Monahan, seconded by Director McCall, upon vote, unanimously carried, the Board suspended Public Comment.

III. ADJOURNMENT

- A motion was duly made by Director McCall, seconded by Director Deeds, and unanimously carried, to adjourn the meeting at 8:13 pm.

Minutes approved: _____ Date: _____

Blackstone Metro District Interim Claims List 11/2/23 - 2/12/24

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
11/2/2023	Altitude Community Law P.C.	1726 SEP23	\$ 4,129.00
11/2/2023	CliftonLarsonAllen LLP	3924234	7,486.68
11/2/2023	Jason Henry	Refund-86472	330.00
11/2/2023	Landtech Contractors, Inc	Multiple	41,969.99
11/2/2023	Lee Design Group LLC	BST23/09	390.00
11/2/2023	Wade Lauer	Refund-86115	330.00
11/10/2023	Big Air Jumpers	O44524	1,540.23
11/10/2023	Douglas Whittaker	Refund-86419	495.00
11/10/2023	Full Spectrum Lighting, Inc.	Multiple	3,367.27
11/10/2023	Jason Seay	Refund-88851	790.00
11/10/2023	Landtech Contractors, Inc	6273	700.44
11/10/2023	Perry Deeds	Reimbursement	1,149.73
11/10/2023	SFR Acquisition 6 LLC	Refund-86578	665.00
11/10/2023	Westwind Management Group LLC	28.14463	4,400.00
11/17/2023	Landtech Contractors, Inc	Multiple	17,250.00
11/28/2023	Altitude Community Law P.C.	1726 OCT23	3,678.52
11/28/2023	Andre F Trotter	Refund-86781	142.52
11/28/2023	Aurora Water	A116530 SEP23	12.91
11/28/2023	Aurora Water	A116533 SEP23	74.35
11/28/2023	Aurora Water	A116534 SEP23	281.71
11/28/2023	Aurora Water	A116532 SEP23	297.70
11/28/2023	Aurora Water	A116529 SEP23	2,094.82
11/28/2023	Aurora Water	A116531 SEP23	2,256.10
11/28/2023	CliftonLarsonAllen LLP	3957432	4,126.68
11/28/2023	CO Spec District Prop and Liab Pool	24PL-60621-2898	33,675.00
11/28/2023	Kam Breitenbach	25	350.00
11/28/2023	Landtech Contractors, Inc	Multiple	37,750.50
11/28/2023	Lee Design Group LLC	BST23/10	660.00
11/28/2023	Pet Scoop, Inc.	507138	292.00
11/28/2023	REPUBLIC SERVICES #535	0535-005795385	14,405.95
11/28/2023	Robert Dean II	Refund- 85757	165.00
11/28/2023	Sequoia Golf Blackstone Country Club	BMD0152	7,301.59
11/28/2023	Shawn Martin	Refund-27249	93.00
11/28/2023	Steve Grierson	Refund-85984	115.00
11/28/2023	Westwind Management Group LLC	28.14674	4,400.00
11/28/2023	White Bear Ankele Tanaka & Waldron	31104	4,911.95
11/28/2023	Xcel Energy	53-8016149-9 OCT23	691.73
11/29/2023	Aurora Water	A116535 OCT23	12.91
11/29/2023	Aurora Water	A116530 OCT23	12.91
11/29/2023	Aurora Water	A116538 OCT23	12.91
11/29/2023	Aurora Water	A116533 OCT23	20.59
11/29/2023	Aurora Water	A116540 OCT23	58.99
11/29/2023	Aurora Water	A116539 OCT23	105.97
11/29/2023	Aurora Water	A116534 OCT23	135.79

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
11/29/2023	Aurora Water	A116532 OCT23	228.58
11/29/2023	Aurora Water	A116537 OCT23	458.98
11/29/2023	Aurora Water	A116536 OCT23	791.23
11/29/2023	Aurora Water	A116529 OCT23	947.68
11/29/2023	Aurora Water	A116531 OCT23	1,702.14
11/29/2023	Joseph Johnson	26785	165.00
11/30/2023	Aurora Water	A116538 SEP23	12.91
11/30/2023	Aurora Water	A116535 SEP23	12.91
11/30/2023	Aurora Water	A116540 SEP23	28.27
11/30/2023	Aurora Water	A116539 SEP23	148.27
11/30/2023	Aurora Water	A116537 SEP23	781.54
11/30/2023	Aurora Water	A116536 SEP23	1,165.45
12/5/2023	Westwind Management Group LLC	28.14578	1,017.79
12/8/2023	Xcel Energy	53-8016149-9 NOV23	776.12
12/26/2023	Firstbank Credit Card Center	Reimbursement Oct23	124.14
12/28/2023	Xcel Energy	53-12136699-5 DEC23	4,584.72
12/29/2023	CliftonLarsonAllen LLP	3984531	3,942.18
12/29/2023	Landtech Contractors, Inc	6618	109.56
1/4/2024	Xcel Energy	53-8016149-9 DEC23	1,178.72
1/5/2024	Altitude Community Law P.C.	1726 NOV23	3,457.00
1/5/2024	Design Concepts	22175	4,405.00
1/5/2024	Landtech Contractors, Inc	Multiple	33,678.24
1/5/2024	Pet Scoop, Inc.	518253	292.00
1/5/2024	Sequoia Golf Blackstone Country Club	BMD0153	39,721.34
1/5/2024	Singing Hills Landscape Inc	Multiple	339,773.44
1/5/2024	Westwind Management Group LLC	Multiple	625.84
1/5/2024	White Bear Ankele Tanaka & Waldron	31400	6,144.06
1/10/2024	Terrence Kane	Refund-27208	165.00
1/17/2024	Iraj & Azar Karimkhani	Refund-86084	330.00
1/17/2024	Lee Design Group LLC	BST23/11	315.00
1/17/2024	Mike Dyer	Refund-26994	165.00
1/17/2024	REPUBLIC SERVICES #535	0535-005825928	14,405.95
1/17/2024	Sequoia Golf Blackstone Country Club	BMD0154	4,923.15
1/17/2024	Singing Hills Landscape Inc	Pay App 7	56,447.33
1/17/2024	Westwind Management Group LLC	28.14936	4,400.00
1/22/2024	Altitude Community Law P.C.	1726 DEC23	2,412.00
1/22/2024	Charles Walters	Refund-86402	165.00
1/22/2024	Dennis Desantis	Refund-85898	420.00
1/22/2024	Douglas Heath	Refund-86025	330.00
1/22/2024	Full Spectrum Lighting, Inc.	Multiple	4,586.95
1/22/2024	Gary Elson	Refund-86780	495.00
1/22/2024	Jim Odorisio	Refund-89343	1,155.00
1/22/2024	Landtech Contractors, Inc	7147	33,325.00
1/22/2024	Lee Design Group LLC	Multiple	1,905.00
1/22/2024	Page Specialty Company	36197	2,443.60
1/22/2024	Pet Scoop, Inc.	522329	292.00

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
1/22/2024	REPUBLIC SERVICES #535	0535-005856114	14,621.16
1/22/2024	That Entertainment Group LLC	06082024BLACKSTONE	500.00
1/22/2024	Westwind Management Group LLC	28.15053	1,779.00
1/22/2024	White Bear Ankele Tanaka & Waldron	32060	2,033.10
1/29/2024	Xcel Energy	53-0014753463-1 JAN24	367.34
2/2/2024	REPUBLIC SERVICES #535	0535-005825928	14,347.20
Total			\$ 811,732.33

CHANGE ORDER NO. 3

Owner: Blackstone Metropolitan District Owner's Project No.:

Engineer: Design Concepts CLA, Inc Engineer's Project No.:

Contractor: Singing Hills Landscape, Inc. Contractor's Project No.:

Project: Blackstone Entryways and Medians
 AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION

Contract Name: CONTRACT (STIPULATED PRICE)

Date Issued: May 30, 2023 Effective Date of Change Order: September 29, 2023

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

Description:

Cost for installation of two (2) GFCI outlets on the raised wall in the median of Area 4.

Attachments:

Proposal EST3916922 – 9.29.2023

**Change in Contract Price
 (Appropriations have been made and are
 available for this Change Order)**

Original Contract Price:
\$ <u>1,640,733.26</u>
Increase from previously approved Change Orders Nos. 1 and 2:
\$ <u>6,200.00</u>
Contract Price prior to this Change Order:
\$ <u>1,646,933.26</u>
Increase this Change Order:
\$ <u>3,345.27</u>
Contract Price incorporating this Change Order:
\$ <u>1,650,278.53</u>

SECTION 941

Authorized by Owner

By: _____

Title: _____

Date: _____

Authorized by Contractor

By: *Dylan McFarland*

Title: Project
Manager

Date: 02 / 13 / 2024



Change Order

Singing Hills Landscape, Inc.

Client Name: White Bear Ankele
Project Name: Blackstone MD/DC-IC23 Change Order
Jobsite Address: 7777 South Country Club Parkway Aurora, Colorado 80016
Billing Address: 2154 East Commons Avenue Suite 2000 Littleton, Colorado 80122
Estimate ID: EST3916922
Date: Sep 29, 2023

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

C.O. Two Electrical Outlets in Median (Area 4) \$3,345.27

Installation of two GFCI outlets on the raised wall in the median of Area 4.

Estimate Total \$3,345.27

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

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

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

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

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

Marketing Release

Page 1 of 2

16797 E. 2nd Ave, Suite C-102 p. 303-343-4100 www.singinghillsinc.com
 Aurora, CO 80011 f. 303-343-4111 email: mike.leman@singinghillsinc.com

SECTION 941

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

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

Estimate authorized by: *Dylan McFarland*
Company Representative
Signature Date: 02 / 13 / 2024

Estimate approved by: _____
Customer Representative
Signature Date: _____

CHANGE ORDER NO. 4

Owner: Blackstone Metropolitan District Owner's Project No.:
 Engineer: Design Concepts CLA, Inc Engineer's Project No.:
 Contractor: Singing Hills Landscape, Inc. Contractor's Project No.:
 Project: Blackstone Entryways and Medians
 AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION
 Contract Name: CONTRACT (STIPULATED PRICE)
 Date Issued: May 30, 2023 Effective Date of Change Order: November 8, 2023

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

Description:

Cost for installation of (1) one cap light per each newly installed column for a total of ten (10) cap lights.

Attachments:

Proposal EST3916922 – 11.08.2023

**Change in Contract Price
 (Appropriations have been made and are
 available for this Change Order)**

Original Contract Price:
\$ <u>1,640,733.26</u>
Increase from previously approved Change Orders Nos. 1 - 3:
\$ <u>9,545.27</u>
Contract Price prior to this Change Order:
\$ <u>1,650,278.53</u>
Increase this Change Order:
\$ <u>5,981.59</u>
Contract Price incorporating this Change Order:
\$ <u>1,656,260.12</u>

SECTION 941

Authorized by Owner

By: _____

Title: _____

Date: _____

Authorized by Contractor

By: Dylan McFarland

Title: Project
Manager

Date: 02 / 13 / 2024



Proposal

Singing Hills Landscape, Inc.

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

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

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

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

Includes (10) total cap lights:

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

Estimate Total \$5,981.59

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

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

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

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

SECTION 941

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

Marketing Release

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

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

Estimate authorized by: *Dylan McFarland*
Company Representative

Estimate approved by: _____
Customer Representative

Signature Date: 02 / 13 / 2024

Signature Date: _____

FINANCIAL REPORT

BLACKSTONE METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
DECEMBER 31, 2023

Draft

Blackstone Metro District
Balance Sheet - Governmental Funds
December 31, 2023

	<u>General</u>	<u>Special Revenue</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Capital Projects - Regional Improvement</u>	<u>Total</u>
Assets						
Checking Account	\$ 35,084.88	\$ 84,962.63	\$ -	\$ 344,216.88	\$ -	\$ 464,264.39
Colostrust	1,770,592.16	98,181.85	1,773,225.33	587,485.49	446.83	4,229,931.66
Accounts Receivable	-	107,947.66	-	-	-	107,947.66
Receivable from County Treasurer	5,356.46	-	5,922.45	-	-	11,278.91
Property Tax Receivable	1,529,464.00	-	1,246,230.00	-	353,816.00	3,129,510.00
Prepaid Insurance	34,125.00	-	-	-	-	34,125.00
Total Assets	\$ 3,374,622.50	\$ 291,092.14	\$ 3,025,377.78	\$ 931,702.37	\$ 354,262.83	\$ 7,977,057.62
Liabilities						
Accounts Payable	\$ 12,503.31	\$ 177,018.44	\$ -	\$ 400,664.21	\$ -	\$ 590,185.96
Retainage Payable	-	-	-	81,038.16	-	81,038.16
Due to SARIA	-	-	-	-	446.83	446.83
Prepaid assessments	-	93,573.70	-	-	-	93,573.70
Deferred Property Tax	1,529,464.00	-	1,246,230.00	-	353,816.00	3,129,510.00
Total Liabilities	1,541,967.31	270,592.14	1,246,230.00	481,702.37	354,262.83	3,894,754.65
Fund Balances	1,832,655.19	20,500.00	1,779,147.78	450,000.00	-	4,082,302.97
Liabilities and Fund Balances	\$ 3,374,622.50	\$ 291,092.14	\$ 3,025,377.78	\$ 931,702.37	\$ 354,262.83	\$ 7,977,057.62

Blackstone Metro District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Amended Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 1,209,674.00	\$ 1,209,673.90	\$ 0.10
Specific ownership taxes	75,743.00	83,289.82	(7,546.82)
Interest income	75,000.00	174,818.58	(99,818.58)
Oil and gas lease	26,000.00	25,740.00	260.00
Total Revenue	<u>1,386,417.00</u>	<u>1,493,522.30</u>	<u>(107,105.30)</u>
Expenditures			
Accounting	55,000.00	58,057.81	(3,057.81)
Auditing	5,500.00	5,700.00	(200.00)
County Treasurer's fee	18,145.00	18,172.32	(27.32)
Directors' fees	5,000.00	4,000.00	1,000.00
Director and meeting expense	2,000.00	1,940.43	59.57
Insurance	40,000.00	35,008.75	4,991.25
Legal	70,000.00	56,606.62	13,393.38
Miscellaneous	2,000.00	1,283.40	716.60
Payroll taxes	383.00	306.00	77.00
Election	40,000.00	3,937.03	36,062.97
Website	1,500.00	640.99	859.01
Contingency	24,472.00	-	24,472.00
Total Expenditures	<u>264,000.00</u>	<u>185,653.35</u>	<u>78,346.65</u>
Other Financing Sources (Uses)			
Transfers to other fund	(2,530,545.00)	(2,514,748.17)	(15,796.83)
Total Other Financing Sources (Uses)	<u>(2,530,545.00)</u>	<u>(2,514,748.17)</u>	<u>(15,796.83)</u>
Net Change in Fund Balances	(1,408,128.00)	(1,206,879.22)	(201,248.78)
Fund Balance - Beginning	3,039,534.00	3,039,534.41	(0.41)
Fund Balance - Ending	<u>\$ 1,631,406.00</u>	<u>\$ 1,832,655.19</u>	<u>\$ (201,249.19)</u>

Blackstone Metro District
Special Revenue Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Operations fee (homeowners)	\$ 600,000.00	\$ 544,315.31	\$ 55,684.69
Operations fee (vacant lots)	4,500.00	3,120.00	1,380.00
Working capital	50,000.00	21,835.00	28,165.00
Design review fees	4,000.00	955.00	3,045.00
Legal collection fees	20,000.00	23,413.43	(3,413.43)
Violations and late fees	15,000.00	5,988.33	9,011.67
Interest income	305.00	291.47	13.53
Other revenue	10,000.00	16,892.99	(6,892.99)
Total Revenue	<u>703,805.00</u>	<u>616,811.53</u>	<u>86,993.47</u>
Expenditures			
Facilities management - contract	53,000.00	53,250.00	(250.00)
Facilities management - costs	25,000.00	20,105.99	4,894.01
Miscellaneous	5,000.00	9,889.39	(4,889.39)
Security	24,000.00	24,000.00	-
Irrigation repairs and improvements	50,000.00	34,913.08	15,086.92
Landscape improvements	50,000.00	36,220.00	13,780.00
Landscape maintenance - contract	395,000.00	427,653.00	(32,653.00)
Tree and shrub maintenance	25,000.00	16,715.00	8,285.00
Snow removal	35,000.00	-	35,000.00
Grounds maintenance	25,000.00	6,022.60	18,977.40
Holiday lighting	25,000.00	5,268.50	19,731.50
Lighting	11,100.00	8,554.22	2,545.78
Playground inspection and repairs	11,000.00	184.92	10,815.08
Water	140,000.00	160,587.77	(20,587.77)
Gas and electric	20,000.00	17,096.36	2,903.64
Community activities	35,000.00	27,388.57	7,611.43
Design review	12,000.00	6,005.00	5,995.00
Legal - collections	30,000.00	47,213.93	(17,213.93)
Trash collection	153,000.00	198,790.32	(45,790.32)
Contingency	35,000.00	-	35,000.00
Total Expenditures	<u>1,159,100.00</u>	<u>1,099,858.65</u>	<u>59,241.35</u>
Other Financing Sources (Uses)			
Transfers from other funds	457,259.00	482,967.33	(25,708.33)
Total Other Financing Sources (Uses)	<u>457,259.00</u>	<u>482,967.33</u>	<u>(25,708.33)</u>
Net Change in Fund Balances	1,964.00	(79.79)	2,043.79
Fund Balance - Beginning	19,100.00	20,579.79	(1,479.79)
Fund Balance - Ending	<u>\$ 21,064.00</u>	<u>\$ 20,500.00</u>	<u>\$ 564.00</u>

SUPPLEMENTARY INFORMATION

Draft

Blackstone Metro District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 1,395,778.00	\$ 1,395,777.95	\$ 0.05
Specific ownership taxes	83,747.00	91,458.18	(7,711.18)
Interest income	25,000.00	115,195.82	(90,195.82)
Total Revenue	<u>1,504,525.00</u>	<u>1,602,431.95</u>	<u>(97,906.95)</u>
Expenditures			
County Treasurer's fee	20,937.00	20,958.19	(21.19)
Paying agent fees	450.00	450.00	-
Bond interest	1,086,125.00	1,086,125.00	-
Bond principal	450,000.00	450,000.00	-
Contingency	4,488.00	-	4,488.00
Total Expenditures	<u>1,562,000.00</u>	<u>1,557,533.19</u>	<u>4,466.81</u>
Net Change in Fund Balances	(57,475.00)	44,898.76	(102,373.76)
Fund Balance - Beginning	1,701,646.00	1,734,249.02	(32,603.02)
Fund Balance - Ending	<u>\$ 1,644,171.00</u>	<u>\$ 1,779,147.78</u>	<u>\$ (134,976.78)</u>

Blackstone Metro District
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Amended Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 6,750.00	\$ 22,205.76	\$ (15,455.76)
Total Revenue	<u>6,750.00</u>	<u>22,205.76</u>	<u>(15,455.76)</u>
Expenditures			
Legal	-	10,739.95	(10,739.95)
Reserve study	15,000.00	3,250.00	11,750.00
Entryways/roundabouts	1,750,000.00	1,750,806.43	(806.43)
Trees	300,000.00	289,190.00	10,810.00
Contingency	15,000.00	-	15,000.00
Total Expenditures	<u>2,080,000.00</u>	<u>2,053,986.38</u>	<u>26,013.62</u>
Other Financing Sources (Uses)			
Transfers from other funds	<u>2,073,250.00</u>	2,031,780.84	41,469.16
Total Other Financing Sources (Uses)	<u>2,073,250.00</u>	<u>2,031,780.84</u>	<u>41,469.16</u>
Net Change in Fund Balances	-	0.22	(0.22)
Fund Balance - Beginning	450,000.00	449,999.78	0.22
Fund Balance - Ending	<u>\$ 450,000.00</u>	<u>\$ 450,000.00</u>	<u>\$ -</u>

Blackstone Metro District
Fund Financials - Capital Projects - Regional Improvement Fund
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 52,713.00	\$ 52,714.08	\$ 1.08
Total Revenue	<u>52,713.00</u>	<u>52,714.08</u>	<u>1.08</u>
Expenditures			
County Treasurer's fee	791.00	791.53	0.53
Regional mill levy - Payment to SARIA	51,922.00	51,922.55	0.55
Total Expenditures	<u>52,713.00</u>	<u>52,714.08</u>	<u>1.08</u>
Net Change in Fund Balances	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Draft

Blackstone Metropolitan District
Schedule of Cash Position
December 31, 2023
Updated as of February 8, 2024

	<u>General Fund</u>	<u>Special Revenue Fee Fund</u>	<u>Debt Service Fund GO Bonds</u>	<u>Capital Projects Fund</u>	<u>Capital Projects Regional Imprvmt</u>	<u>Total</u>
<u>1st Bank - Checking</u>						
Balance as of 12/31/2023	\$ 35,084.88	\$ 84,962.63	\$ -	\$ 344,216.88	\$ -	\$ 464,264.39
Subsequent activity:						
01/02/24 - Void Bill.com Payment	-	330.00	-	-	-	330.00
01/03/24 - Public Storage Autopay	-	(169.00)	-	-	-	(169.00)
01/04/24 - Transfer from Colotrust	4,613.93	18,938.74	-	56,447.33	-	80,000.00
01/04/24 - Aurora Water Autopay	-	(218.88)	-	-	-	(218.88)
01/05/24 - Bill.com Payment	(6,146.61)	(77,733.43)	-	(344,216.88)	-	(428,096.92)
01/08/24 - Xcel Autopay	-	(1,178.72)	-	-	-	(1,178.72)
01/10/24 - Bill.com Payment	-	(165.00)	-	-	-	(165.00)
01/11/24 - HOA Transfer	-	45,000.00	-	-	-	45,000.00
01/17/24 - Bill.com Payment	(4,400.00)	(20,139.10)	-	(56,447.33)	-	(80,986.43)
01/17/24 - Transfer from Colotrust	-	17,500.00	-	-	-	17,500.00
01/22/24 - Bill.com Payment	(2,528.10)	(63,934.71)	-	-	-	(66,462.81)
01/31/24 - Aurora Water Autopay	-	(221.40)	-	-	-	(221.40)
02/02/24 - Bill.com Payment	-	(14,347.20)	-	-	-	(14,347.20)
02/05/24 - Public Storage Autopay	-	(169.00)	-	-	-	(169.00)
<i>Anticipated Bill.com Payment</i>	(276.76)	(1,387.00)	-	(15,142.96)	-	(16,806.72)
<i>Anticipated Transfer from Colotrust</i>	-	11,857.04	-	15,142.96	-	27,000.00
<i>Anticipated Balance</i>	<u>26,347.34</u>	<u>(1,075.03)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>25,272.31</u>
<u>Colotrust - Savings Account</u>						
Balance as of 12/31/2023	\$ 1,770,592.16	\$ 98,181.85	\$ 1,773,225.33	\$ 587,485.49	\$ 446.83	\$ 4,229,931.66
Subsequent activity:						
01/04/24 - Transfer to 1st Bank	(3,413.57)	(20,139.10)	-	(56,447.33)	-	(80,000.00)
01/10/24 - Property Taxes	5,356.46	-	5,922.45	-	-	11,278.91
01/18/24 - Transfer to 1st Bank	-	(17,500.00)	-	-	-	(17,500.00)
01/31/24 - Interest Income	9,211.34	89.63	8,220.63	2,086.19	-	19,607.79
Surplus fund	-	-	(1,000,000.00)	-	-	(1,000,000.00)
<i>Anticipated Transfer to Checking</i>	-	(11,857.04)	-	(15,142.96)	-	(27,000.00)
<i>Anticipated Transfer Between Funds</i>	(30,100.00)	30,100.00	-	-	-	-
<i>Anticipated Transfer to SARIA</i>	-	-	-	-	(446.83)	(446.83)
<i>Anticipated Balance</i>	<u>1,751,646.39</u>	<u>78,875.34</u>	<u>787,368.41</u>	<u>517,981.39</u>	<u>-</u>	<u>3,135,871.53</u>
<i>Total by fund</i>	<u>\$ 1,777,993.73</u>	<u>\$ 77,800.31</u>	<u>\$ 787,368.41</u>	<u>\$ 517,981.39</u>	<u>\$ -</u>	<u>\$ 3,161,143.84</u>

Yield Information:

Colotrust Prime (Jan 2024) - 5.2408%
Colotrust Plus (Jan 2024) - 5.5560%

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

BLACKSTONE METROPOLITAN DISTRICT
Property Taxes Reconciliation
2023

	Current Year								Prior Year			
	Property Taxes	Delinquent Taxes, Rebates & Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	YTD
January	\$ 4,109.69	\$ -	\$ 13,400.92	\$ -	\$ (61.65)	\$ -	\$ 17,448.96	0.15%	0.15%	\$ 48,552.84	1.20%	1.20%
February	1,122,283.14	-	13,571.90	-	(16,834.25)	-	1,119,020.79	42.22%	42.37%	1,260,554.11	43.66%	44.86%
March	150,546.26	-	17,034.86	26.66	(2,258.59)	-	165,349.19	5.66%	48.04%	119,892.01	3.63%	48.49%
April	130,529.28	-	14,255.35	-	(1,966.52)	-	142,818.11	4.91%	52.95%	145,818.08	4.60%	53.09%
May	205,882.04	-	15,405.41	227.70	(3,091.65)	-	218,423.50	7.75%	60.69%	164,506.68	5.29%	58.38%
June	991,743.95	-	14,144.72	104.57	(14,877.73)	-	991,115.51	37.31%	98.00%	1,160,255.28	40.19%	98.57%
July	27,471.26	-	14,324.64	766.50	(423.57)	-	42,138.83	1.03%	99.04%	38,139.96	0.82%	99.39%
August	2,702.87	-	16,832.53	81.09	(41.76)	-	19,574.73	0.10%	99.14%	26,662.93	0.27%	99.66%
September	-	-	13,947.55	-	-	-	13,947.55	0.00%	99.14%	16,687.06	0.03%	99.70%
October	5,506.66	-	15,354.20	306.83	(87.20)	-	21,080.49	0.21%	99.35%	14,957.70	0.00%	99.70%
November	17,390.78	-	15,197.01	1,217.36	(279.12)	-	33,526.03	0.65%	100.00%	25,945.12	0.30%	100.00%
December	-	-	11,278.91	-	-	-	11,278.91	0.00%	100.00%	13,489.32	0.00%	100.00%
	\$ 2,658,165.93	\$ -	\$ 174,748.00	\$ 2,730.71	\$ (39,922.04)	\$ -	\$ 2,795,722.60	100.00%	100.00%	\$ 3,035,461.09	100.00%	100.00%

	Taxes Levied	% of Levied	Property Tax Collected	% Collected to Amount Levied
Property Tax				
General Fund	\$ 1,209,674.00	45.51%	\$ 1,209,673.90	100.00%
Debt Service Fund	1,395,778.00	52.51%	1,395,777.95	100.00%
Regional	52,713.00	1.98%	52,714.08	100.00%
	\$ 2,658,165.00	100.00%	\$ 2,658,165.93	

Specific Ownership Tax

General Fund	\$ 75,743.00	47.49%	\$ 83,289.82	109.96%
Debt Service Fund	83,747.00	52.51%	91,458.18	109.21%
	\$ 159,490.00	100.00%	\$ 174,748.00	

Treasurer's Fees

General Fund	\$ 18,145.00	45.51%	\$ 18,172.32	100.15%
Debt Service Fund	20,937.00	52.51%	20,958.19	100.10%
Regional	791.00	1.98%	791.53	100.07%
	\$ 39,873.00	100.00%	\$ 39,922.04	

Due To SARIA From 2022	\$ 312.30
Pledged Ptax Collected	51,922.55
Payments to SARIA	51,788.02
Due To SARIA	\$ 446.83

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

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

\$27,415,000

**General Obligation Refunding Bonds
Series 2017**

Dated June 6, 2017

**Rates ranging from 2.375% to 5.000%
Interest Payable June 1 and December 1
Principal Due December 1**

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

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 450,000	\$ 1,086,125	\$ 1,536,125
2024	500,000	1,068,125	1,568,125
2025	520,000	1,048,125	1,568,125
2026	565,000	1,035,775	1,600,775
2027	595,000	1,007,525	1,602,525
2028	655,000	977,775	1,632,775
2029	685,000	945,025	1,630,025
2030	755,000	910,775	1,665,775
2031	780,000	886,237	1,666,237
2032	835,000	860,888	1,695,888
2033	865,000	833,750	1,698,750
2034	940,000	790,500	1,730,500
2035	990,000	743,500	1,733,500
2036	1,070,000	694,000	1,764,000
2037	1,115,000	651,200	1,766,200
2038	1,195,000	606,600	1,801,600
2039	1,245,000	558,800	1,803,800
2040	1,330,000	509,000	1,839,000
2041	1,380,000	455,800	1,835,800
2042	1,475,000	400,600	1,875,600
2043	1,535,000	341,600	1,876,600
2044	1,630,000	280,200	1,910,200
2045	1,695,000	215,000	1,910,000
2046	1,805,000	147,200	1,952,200
2047	1,875,000	75,000	1,950,000
	<u>\$ 26,485,000</u>	<u>\$ 17,129,125</u>	<u>\$ 43,614,125</u>

LANDSCAPE REPORT

February Monthly Report

Monday, February 12, 2024

Prepared For Blackstone Metropolitan District



Item 1

View of Blackstone Pkwy looking south.
Ornamental grasses have been cut, and
snow has been cleared.



Item 2

Additional view along medians of
ornamental grasses cut and snow removed.



Item 3

View of Canyon Park on 2.12.24.



Item 4

View of Hilltop Park playground and gazebo.



Item 5

View of Country Club Park playground and gazebo.



Item 6

Grasses cut and snow cleared along country line road.



Item 7

These pedestal pots have been stored at our office and will be replaced in the median and filled with flowers in May.

Item 8

Ongoing Services:

- Servicing dog stations and weekly trash patrol.
- Snow removal and refilling ice melt buckets as needed.
- Winter watering of warranty trees as the weather allows.

Completed services:

- Cutting of ornamental grasses.
- Holiday decor removal and storage.
- A round of winter watering was performed on January 31st.
- Spring flowers order has been placed. Waiting to hear the status from my vendor as of 2.12.24. Flowers typically installed the second or third week of May.

Upcoming Services:

- Pre-Emergent weed application will be applied as the weather allows. Usually performed in February/March.
- Removal of the three dog stations and installation of 3 new that match the other stations. Ground will need to soften up prior to our installation.
- Deep Root Probe watering to be performed the next time the weather allows.
- Will set up a meeting with Tana to review if there are any outstanding items for the detention ponds.

COMMITTEE REPORTS



December 19, 2023

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

Project: Blackstone Community – Medians Master Plan Design

Dear Carol:

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

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

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

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

BASIC SERVICES

Concept Design / Master Plan

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

We will provide the following:

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

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

FEE PROPOSAL

Lump Sum Total Fee - \$47,980.00

EXCLUSIONS

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

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

ADDITIONAL SERVICES

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

REIMBURSABLE EXPENSES

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

PROJECT RESTART

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

TERMS

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

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

Sincerely,



Erik Spring, PLA
Principal

ErikS@dcla.net

December 19, 2023

DESIGN
CONCEPTS

Terms and Conditions – Design Concepts as Primary Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

1. If notice is given by e-mail, it will only be effective when a responsive e-mail is returned by the recipient acknowledging the e-mail notice.
2. If notice is sent via nationally recognized overnight courier, notice will be effective upon receipt by the recipient as evidenced by the courier's delivery records.
3. If notice is hand delivered, notice will be effective upon delivery.

17. Survival. The provisions in paragraphs 5, 6, 9 and 10 shall survive termination.

PROPOSAL APPROVAL

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

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

Schedule of Fees

Landscape Architectural Services



January, 2024

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

Landscape Architecture + Design Fees

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

Transportation Expenses

Mileage	\$0.62/mile
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Reimbursement Costs

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

Outside Consultants

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

Terms

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

LEGAL REPORT

MANAGEMENT REPORT

Blackstone Metro District

Management Report – January 2024

Complete
In Progress

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.*
- **Research how to separate the delinquency report into collection versus covenant delinquency accounts.**
- 86575 – Followed up with Altitude Law regarding approved settlement offer.

Administrative

- Drafted January 17, 2024, Special Meeting Minutes
- Manage posting to the District website of the following documents:
 - **November 7, 2023, Special Meeting Minutes (pending launch of new Streamline platform)**
- Add/Update the following items to the February 20, 2024, Special Meeting agenda:
 - Clarification of Board Member Roles
- Prepare February 20, Regular Meeting agenda and board packet for review by the Board of Directors and manage posting to the District website. **Solidify meeting preparation schedule to distribute the regular meeting agenda and board packet to the Board of Directors the Wednesday, one week prior to a regular meeting.**
- RECURRING – Send community email blasts as updates are made available.
 - Sent communication regarding well repair at Hilltop Park from the Blackstone Country Club.
 - Sent communication from Cherry Creek Schools.
- Emailed Director Deeds a sponsorship form template.
- Alternative Meeting Space for District Meetings – Researched meeting options through Cherry Creek Schools and the City of Aurora Municipal Meeting Room Reservations. Details to be provided to the Board of Directors for consideration at the February 20, 2024, Special Meeting.
- **Follow up with homeowner on verbiage for eblast for community farm shares (96632)**

- 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 Website – Completed 1.5 hours of training and 2 onboarding calls with Streamline in preparation of the new District website platform.
- Attended additional 1 hour training hosted by Streamline to review ADA compliance.

Architectural/Compliance

- Send ARC variance requests to the Architectural Review Committee for consideration.
- Send Compliance Report to the Board of Directors under separate cover.
- **Review all covenant enforcement letter templates 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. **Organize and track reported issues with Republic for historical reference and documentation.**
- LandTech
 - Obtain proposals for additional security measures for backflows for the Board to consider in February. Requested proposals from LandTech.
- Mailbox Light Options – Received a general estimate from Full Spectrum Lighting. **Confirm mailbox locations with the vendor for accurate pricing. Provide quotes for Board consideration.**

Maintenance

- Snow Removal IGA – Submitted monthly report for December and January to the City of Aurora.

Committees

- Reviewed and distributed community eblast to recruit Social Committee volunteers. Shared responses with Director Deeds.
- Summer Kickoff 2024 – **Find/confirm covered area for performance requirements for the Eighties Band**