

BLACKSTONE METROPOLITAN DISTRICT
www.blackstonemetro.org
WORK SESSION OF THE BOARD OF DIRECTORS
Thursday, August 14th, 2025 5:30pm

at

The Blackstone Country Club
7777 S. Country Club Pkwy, Aurora Co. 80016 &
VIA Zoom

<https://us06web.zoom.us/j/86071882587?pwd=wbAz6xabO6j6fGXJofc6SDYW39LfjZ.1>

Meeting ID: 860 7188 2587

Passcode: BMD7777

AGENDA

I. ATTENDANCE & CALL TO ORDER

Board Members:

Lisa Monahan	President	Term to May 2027
Kathy Morgan	Vice President	Term to May 2029
Brent Johnston	Treasurer	Term to May 2029
Marty Liles	Secretary	Term to May 2027
Aaron Jones	Assistant Secretary	Term to May 2029

II. Introduction to Engineering & Design Firms

- a. THK, INC (Enclosure) (PGS 2-6)
- b. The Connexion Group (Enclosure) (PGS 7-10)

III. PUBLIC COMMENT

Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes. As a general practice, the Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather the items for follow up. Please click on the raise hand during the time of Public Comment.

IV. OTHER BUSINESS

V. ADJOURNMENT



Re: Proposal for Landscape Architecture Services

Presented to: Beau McMahon, Senior District Manager, Brightstar Management Group
Presented by: Craig Karn, THK Associates
Regarding: Blackstone Golf Community, Aurora, Colorado
Date: July 31, 2025

Project Understanding

It is our understanding that the Board of the Blackstone Golf Community wishes to engage a design professional to assist Beau McMahon and Brightstar Management Group (BMG) with homeowner and home builder design review submittals for compliance with Blackstone Community CC&Rs and Design Guidelines.

Scope of Services-Design Review

THK will provide design review and comment on homeowner and home builder design submittals as requested by Beau McMahon of the Brightstar Management Group. A standardized design review memorandum format will be provided to THK by BMG.

Design reviews will be completed as follows:

Design Review Step #1-THK will review and comment regarding compliance with Blackstone CC&R's and Community Design Guidelines. Our professional opinion on general design issues will be included when appropriate.

Design Review Step #2-THK will review and comment on a revised design submittal provided by the applicant to assure that the design has been adequately revised per design review step #1. If the revisions are complete, we will recommend the approval of the submittal by the HOA Board.

In our design review experience, we have found that 80-90% of design submittals are approved after two reviews. Each submittal review will typically be completed within a week of receipt.

THK will provide additional reviews beyond the two-step approval process as specifically requested by BMG.

Additional Services

Additional Services include without limitation:

- Recommendation for amendments to the Blackstone Community Design Guidelines including text or graphic exhibits as requested by BMG or the HOA Board.
- In-person or virtual design review meetings with BMG, the HOA Board or the applicant.
- Site visits for submittals as specifically requested by BMG.
- Design reviews required and requested by BMG beyond the standard two-step design review



Fees and Billing

Standard Two-step Design Review, per application (two hours at \$150/hour)\$300.00

The fees above *do not* include direct expenses. Direct expenses include but are not limited to mileage, reproduction, and postage. Direct expenses shall be charged at cost. Please see the attached 2025 THK Associates Base Rate Fee Schedule for additional information on hourly rates and expenses. Billing will be submitted to the Client monthly.

If during the process of work, the Client finds it desirable or necessary to cause or request THK to perform additional services, the Client shall, by a written notification, authorize the performance of specified additional work at the hourly rates set for the 2025 THK Associates Base Rate Fee Schedule.

Dane Huffman, Associate with THK will be the main point of contact and will complete design reviews. I, or other staff will provide design reviews when Dane is on infrequent occasions when Dane is not available.

Please sign and return the Authorization for Professional Services. Emailed signatures will be accepted.

Please don't hesitate to contact me if you have any questions or comments. Thank you for the opportunity to provide this proposal, and I look forward to working with you again!

Sincerely,

Craig Karn
ASLA, NAHB, ULI

THK ASSOCIATES, INC.



AUTHORIZATION FOR PROFESSIONAL SERVICES

The services covered by this authorization form shall be performed in accordance with the following provisions and the enclosed THK Associates, Inc. Scope of Work (Exhibit A) dated 7.31.2025 unless otherwise specified.

THK will make every reasonable effort to complete all services which are specifically furnished under this agreement in a timely manner. THK shall be responsible to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT'S community for the professional and technical soundness, accuracy and adequacy of all work furnished under this authorization. THK makes no other warranty, expressed or implied. In the event legal action is brought by CLIENT or THK against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, and expenses as may be set by the court. Monthly invoices will be issued by THK for all work performed under the terms of this agreement. Invoices are due and payable on receipt. Finance charges at 1-1/2% per month will be charged on all amounts which are over 30 days past due. THK's liability to the CLIENT for any cause or combination of causes is, in aggregate, limited to an amount not to exceed the fee earned under this agreement, or \$10,000, whichever is greater. This agreement shall be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. Either CLIENT or THK may terminate this authorization by giving 30 day's written notice to the other party. In such event, CLIENT shall forthwith pay THK in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this authorization shall be terminated upon completion of all applicable requirements of this authorization.

THK shall be entitled to rely on the accuracy and completeness of the information provided by the CLIENT. THK shall not be responsible for any errors or omissions in the information provided by others that are included in its reports. Reference is hereby made to the Project description referenced below which was prepared by THK for its Client, Blackstone (the "CLIENT"), and is being made available to Third Party at the request and permission of CLIENT. It is our understanding that Third Party desires to use the Report/plans in connection with certain transactions involving the Site that is the subject of the Report/plans. Notwithstanding any disclaimer or limitation against third party use contained in the Report/plans, THK agrees that Third Party may rely upon the Report/plans as if it had been addressed to them; PROVIDED HOWEVER, as a condition precedent to Third Party's use of or reliance upon the Report/plans. Third Party agrees to be bound by the terms and conditions attached hereto as Exhibit A (Scope of Work). In no event may Third Party use or rely upon the Report and plans if it does not agree to be bound by THK's terms and conditions, and any use of or reliance upon the Report/plans by Third Party shall constitute Third Party's acceptance of THK's terms and conditions. THK represents that THK conducted its assessment of the Site and prepared the Report/plans in accordance with the professional and industry standards prevailing at the time such services were rendered. Additionally, you should be advised that the above Report/plans contains information that is time sensitive and that the Report/plans was prepared by THK subject to the particular scope limitations, budgetary and time constraints and business objectives of the Client which are detailed in the Report/plans. THK has the right to verify, at Third Party's expense, the accuracy of the information contained in the Report/plans, as deemed necessary by THK, based upon the passage of time or other material change in conditions since its assessment of the Site. In the event that any questions arise with respect to the scope or meaning of THK's statements or conclusions, you are directed to immediately contact us for clarification, explanation or to update the Report/plans. These services will be provided in accordance with THK's standard commercial rates and terms in effect at the time of the request.

It is agreed between the parties that the fees stated below are for the services set forth herein. If Client requests extra work, the scope of extra work and price should be determined before additional work commences. If time or other circumstances permit, this agreement will be amended. The parties recognize that it is not always feasible to provide written changes, as Client may need to request immediate additional work and any administrative delays could be burdensome. It is agreed that if the client requests extra work, THK shall promptly notify the client of THK's estimated fee for the additional work, which will be based on THK's current hourly rate and direct costs. Unless Client immediately objects, client shall be deemed to have accepted the charges and waives any objections thereto. If Client does object to the item as extra work or the amount thereof, all work on the project shall be suspended until the dispute is resolved.

Between: Blackstone and THK Associates, Inc., 5675 DTC Boulevard, Suite 200, Greenwood Village, CO 80111

Re: Blackstone as described in our proposal dated 7.31.2025

Budget: _____ plus direct expenses – **AT COST**.

AUTHORIZATION:

By: _____ Date: _____
Authorized Representative,

By:  _____ Date: 7.31.2025
THK Associates, Inc., Kevin Shanks, V.P.



THK ASSOCIATES BASE RATE FEE SCHEDULE: 2025

LAND AND DEVELOPMENT PLANNING/LANDSCAPE ARCHITECTURE CHARGE-OUT RATES:

Senior Principal	\$200.00
Design Director	\$200.00
Principal I	\$150.00
Associate and Senior Landscape Architect.....	\$150.00
Landscape Architect I	\$145.00
Landscape Architect II	\$130.00
Landscape Designer.....	\$125.00
Graphic Designer	\$100.00
Accounting.....	\$100.00
Clerical/Admin	\$80.00

ECONOMICS AND MARKET RESEARCH CHARGE-OUT RATES:

Senior Principal	\$225.00/\$185.00
Senior Market Analyst	\$145.00
Market Analyst I	\$125.00
Accounting.....	\$100.00
Clerical/Admin	\$80.00

Labor rates include provisions for salary, taxes, insurance, and profit.

Schedule of Expenses

Current IRS Mileage	\$0.70/mile
Xerox Copies (8.5" x 11") black & white	\$0.10/each
Color Copies (8.5" x 11").....	\$1.25/each
Color Copies (11" x 17").....	\$1.75/each
Xerox Stickyback (8.5" x 11")	\$2.00/each
Plotter Paper – Bond/BW.....	\$.25/sq. ft.
Plotter Paper – Bond/Color	\$5.00/sq. ft.
Plotter Paper – Bond/Red Line	\$2.00/sq. ft.
Plotter Paper – Vellum	\$7.50/sq. ft.
Plotter Paper – Mylar	\$10.00/sq. ft.
Dry Mount/Foam Core.....	\$3.00/sq. ft.
Air Transportation.....	at cost
Lodging and Per Diem.....	at cost
Parking.....	at cost
Direct Materials	at cost
Other Consultants.....	at cost

REV 3.4.2025



5675 DTC Boulevard, Suite 200
Greenwood Village, CO 80111
303.770.7201 fax 303.770.7132

VIA E-MAIL

July 30, 2025

Blackstone Metropolitan District
Beau McMahon
9351 Grant Street, Ste 500
Thornton, CO 80229

PROPOSAL FOR DISTRICT ENGINEERING SERVICES

The purpose of this letter is to confirm the scope of services The Connexion Group, LLC (“Connexion Group”) will provide Blackstone Metropolitan District (the “District”) and set forth certain details related to our services. We appreciate the opportunity to submit this proposal, and we look forward to working with the District.

The Districts encompass a multitude of differing homes, neighborhoods, lifestyles, and natural, preserved environments. The application of appropriate design principles creates community good will and establishes visually pleasing aesthetics for all residents and visitors. The District has adopted residential improvement guidelines (the “Design Standards”) and has appointed an Architectural Review Committee (the “ARC”) to reviews and determine the acceptability of proposed changes to the exterior of homes and lots. The District has requested proposals for the purpose of engaging a District Engineer to review and confirm if the proposed improvements to existing homes, lots or designs for future homes comply with the Design Standards.

WHY THE CONNEXION GROUP?

Connexion Group understands special districts and our team has ensured statutory compliance on hundreds of districts throughout Colorado and Utah. We deliver the highest caliber of service and leverage our vast experience, unbiased perspective, and attention to detail to do so. The key to our success is a team that understands the importance of effective project management, continued advancement, and communication. Our reputation is tied to every district we serve, and Connexion Group is committed to providing what is necessary to meet the needs of Blackstone Metropolitan District.

PROPOSED SCOPE OF SERVICE

District Engineering Services – Connexion Group will serve as the District Engineer for the Project. As the District Engineer, we will provide design review services, residential improvement guideline update recommendations and any other engineering consulting services that the District may reasonably request. Upon acceptance of this proposal, the District authorizes Connexion Group to perform the services outlined in Attachment A. Connexion Group may submit additional proposals or task orders for work that is outside the outlined scope as requested by the District.

COMPENSATION SCHEDULE

Connexion Group will serve as the District Engineer on a Time and Materials basis. Under this arrangement, we will charge for our time and effort at the rates included below plus any additional costs assumed by Connexion Group during the engagement period to perform the services properly. Connexion Group records time in 15-minute increments at the rate we determine appropriate for the experience and capabilities required to complete our services. Connexion Group will only charge for reasonable hours (based on the complexity, skill, time constraints imposed by the District, and results achieved) to complete the work.

Hourly rates and fees may be revised periodically without notice to reflect the current cost for delivery of the services provided. The current charge rate by position is as follows:

District Engineer	\$175.00/Hr.
Project Manager	\$160.00/Hr.
Project Engineer	\$140.00/Hr.

Project Administrator	\$115.00/Hr.
Mileage Reimbursement	IRS Standard mileage rate + 10%
Subconsultant Services	Cost + 10%

PAYMENT TERMS

Invoices will show the total time recorded per charge rate. We reserve the right to bill the District for our services performed at the direction of any individual board member or representative of the District, whether in person or in writing.

Connexion Group invoices monthly or on any reasonable basis we may determine necessary. The District agrees to make prompt payment of all outstanding invoices. We reserve the right to charge interest at the rate of 1.5% per month on the invoiced amounts 60 days after submission to the District until paid. Connexion Group may, upon five (5) days' notice to the District, suspend all services until paid in full and may terminate the agreement.

MISCELLANEOUS

Please Note the cost for the proposed scope of services may vary significantly depending on the specific needs and complexity of each project. Below is a general cost range for typical services; actual costs may be influenced by project scale, submittal volume, timeline, and stakeholder coordination requirements.

- *Initial District Guidelines Review And Development Of A Standardized Review Template And Procedure To Ensure Consistency Across All Submittals: from \$750 to \$1,500+*
- *Architectural Submittal Design Review: from \$300 to \$1,250+*
- *Residential Improvement Guideline Update Recommendations: From \$200 to \$2,500+*

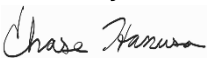
At this time, the total effort required to complete each design is unknown. However, after an initial review of the documentation and drawings provided by the District, Connexion Group can offer a cost estimate to provide such review if requested by the District.

Our services will be carried out by a professional engineer from Connexion Group. To ensure cost-effective delivery while maintaining the highest standards of service, Connexion Group may also engage other staff members or third-party consultants, subject to District approval, to assist in the execution of our services.

The District agrees to allow Connexion Group to use images and names of the District and Development for marketing purposes. The District understands that the services we may perform require certain documents to provide an opinion report and the District agrees to make their best efforts to provide these documents in a timely manner.

Thank you for your consideration. We look forward to a positive working relationship.

Sincerely,



Chase Hanusa, PE
Principal

With the acceptance of this proposal, the District approves The Connexion Group to complete these services and affirms that it has read, understood, and agreed to the outlined terms.

Agreed to this ____ day of _____, 2025
 By: _____
 Printed Name: _____
 Title: _____

ATTACHMENT A: AUTHORIZED SERVICES

Design Review – Connexion Group will review plans, specifications, and any other materials required by the ARC in connection with design review requests, and will provide formal recommendations to the ARC. Services may include, but are not limited to:

- Coordinating with relevant stakeholders
- Conducting site observations and walkthroughs
- Attending and coordinating project meetings
- Developing a standardized review template and procedures to ensure consistency across all submittals
- Preparing memoranda to document the rationale for approving variances from the Design Standards
- Reviewing and approving or disapproving model plans, elevations, color schemes, and exterior improvements for proposed homes
- Reviewing and approving or disapproving modifications to previously approved architecture that affect building exteriors or landscape/open space
- Reviewing and approving or disapproving landscape plans for new installations or improvements to existing homes

The purpose of our review will be to help maintain harmony in the design of the Blackstone community as it evolves through maturation. It should be noted that approvals by Connexion Group or the ARC will be related to aesthetics only, and do not constitute assurance that improvement(s) comply with applicable governmental requirements/regulations or if any permits or approvals are required from applicable governmental bodies. Our review will not constitute as a certification of the structural integrity, safety, engineering, soil conditions, absence of natural hazards or any other matter. Neither the Connexion Group nor the ARC shall have any liability of any defects in the structural integrity, engineering, soil conditions, effects of natural hazards, or any other matters. The property owner must obtain applicable city, county, state, and/or federal approvals and/or permits.

Residential Improvement Guideline Update Recommendations – The ARC may at any time make recommendations for amendment, supplement, or other modifications to the Design Standards. Connexion Group will review the proposed changes and provide input on their feasibility, potential impact on current and future projects, consistency with existing guidelines, and alignment with community objectives.

Other Services – Please do not hesitate to contact us with any needs or requests as we may be able to help. Connexion Group has extensive experience working with special districts and the scopes listed above are not inclusive of all services offered. When services are requested by the District or their representative, Connexion Group reserves the right to perform the service prior to written approval and the District in turn agrees to approve the requested services at the same terms. While Connexion Group may perform any requested service with verbal direction, we may request the service to be directed in writing following any conversation regarding the matter. In the event the services requested are not able to be provided by Connexion Group, we may be able to recommend another trusted firm for you.

ATTACHMENT B: ADDITIONAL SCOPES COMMONLY PROVIDED BY THE CONNEXION GROUP

Airborne Imagery – The Connexion Group will utilize unmanned aircraft to create high-quality bird’s-eye view images and/or videos that focus on landscapes and surface objects. Imagery can be taken at set intervals to document construction progress. The images and video will be provided as a downloadable link to the District.

Illustrative Boundary Map – The Connexion Group will provide an illustrative District Boundary map that depicts the parcels of land within the District. The map will be prepared using the available linework from the county GIS system. Note the boundary map is not a survey, is for the purpose of visual representation only, and excludes certain ALTA requirements (or similar). Metes and Bounds for the parcels will not be provided.

Reserve Study – Connexion Group will assess the current condition of key infrastructure assets to determine the remaining useful life and project future repair and replacement costs. By evaluating the long-term financial needs of these assets, the reserve study will provide a detailed plan for the accumulation of funds required to maintain and replace infrastructure over time, helping to ensure the continued functionality, safety, and value of the property or community.

Development of District Rules and Regulations Regarding Civil Infrastructure – Connexion Group can offer the District assistance in developing rules and regulations surrounding public infrastructure owned and/or operated by the District. This may include but is not limited to recommendations regarding best practices, scheduling, ownership demarcation, or special use cases.

Public Improvement List and Exhibit – Connexion Group will prepare a list of the proposed improvements that can be financed by the District and a corresponding exhibit showing the approximate improvement locations. The exhibit will be for the purpose of demonstrating the system locations.

Schedule of Value/Cost Estimation – Connexion Group will review the construction documents to determine schedule of value line items and quantities. The line items will include items typically used by contractors to bid civil infrastructure projects. If desired, the schedule of values can be used for the purpose of soliciting contractor bids or verification contractor provided quantities are within reason. Although we strive to be as accurate as possible during quantity tabulation, we cannot guarantee they will match those required to complete the project.

Cost Share/Allocation – Connexion Group will review the public infrastructure, determine the benefit of the specific infrastructure elements to the parties, and make a recommendation on the allocation of costs. The Connexion Group is familiar with a wide range of allocation methodologies and can provide the District with various alternatives if desired.

Cost Certification Report – Connexion Group can review the invoices and other material presented to substantiate the District Eligible Costs and issue a cost certification in form and substance reasonably acceptable to the District declaring the total amount of District Eligible Costs associated with the Public Improvements proposed for reimbursement, and that such costs are reasonable and appropriate for the Public Improvements being constructed.

Infrastructure Acquisition Report – Connexion Group will prepare a report with our recommendation regarding the conveyance of infrastructure to the District for ownership and maintenance.

Construction Administration – Connexion Group will provide construction administration services to the District. We can provide a variety of scopes based on the District specific needs, wants, and budget. Construction administration provided by the Connexion Group can include but is not limited the following:

- Project Bidding, Award Recommendation, and Contracting
- Contractor Communications & Coordination
- Pay Application Creation & Review
- Change Order Review & Recommendation
- Corrective Actions Punch List & Contract Closeout