HIGH PLAINS METROPOLITAN DISTRICT

www.highplainsmetro.org

Special Meeting (via Teleconference) Friday, March 5, 2021, at 5:00 p.m.

Shawn McGoff, President	Term to May 2022
Josie O'Neill, Treasurer	Term to May 2022
Jill Shadwell, Secretary	Term to May 2023
Maria Elena Daniels, Assistant Secretary	Term to May 2022
Bret Erickson, Director	Term to May 2023

Due to Executive Orders issued by Governor Polis, and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Health and Environment, and the risk posed by COVID-19, this meeting will be held via teleconferencing and can be joined through the directions below:

https://zoom.us/j/97105850551?pwd=WkV4Rmw3OWFwVXNIUVM1TVRyc0pzZz09

Meeting ID: 971 0585 0551

Passcode: 632665

Call-in Number: 720-707-2699

NOTICE OF SPECIAL MEETING AND AGENDA

1. Call to Order

- 2. Declaration of Quorum/ Conflict of Interest Disclosures
- 3. Agenda Revisions, Approval
- 4. Landscape Vendor Vote
- 5. Landscape Tree Replacement
- 6. DRC Approval Item Non-Standard Paint Approval
- 7. Director Items/Other Business
- 8. 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 it will refer the items for follow up. In person, please sign in, via Zoom please raise hand during the time of Public Comment
- 9. Adjournment

^{*}Regular and Special Meeting Agendas will be posted to the District's website at www.highplainsmetro.org

Date: 1/6/2021

Landscape Maintenance Proposal

LANDTECH MAINTENANCE

Property: Blackstone – High Plains Metro District Address: 7777 S Country Club Parkway, Aurora CO 80016

Contact: Maria Elena & Jill Shadwell

Phone: 720-810-5333

Email: MariaElenaDaniels@highplainsmetro.org & jillshadwell1@gmail.com

Regarding: 2021 Landscape Maintenance Proposal



Dear Maria & Jill,

I would like to **thank you** for considering **Lawres** to meet <u>your specific needs</u>. For over **twenty-five years** we have been dedicated to serving clients just like you by creating and maintaining the **most beautiful landscapes** in Denver and surrounding areas. Our modern fleet of equipment and best personnel in the industry keep us <u>highly recommended</u> by our clients, and enable us to serve <u>your specific needs</u> and fulfill all <u>your landscaping desires</u>.

Our <u>full range</u> services include: <u>Custom Enhancements</u>, <u>Innovative Construction</u>, <u>Skillful Maintenance</u>, and both <u>Reclamation</u> and <u>Renovation</u>. We also offer winter services to serve your needs <u>all year round!</u>

I have included a detailed description of our services (exhibit-D) and different proposal options (exhibit-A) to complement <u>your specific needs</u>. For your <u>ease</u> I have also included a general scope of work (exhibit-B) and general terms and conditions (exhibit-C) and finally <u>your</u> contract (exhibit-E) so we can begin serving **you** as soon as possible!

Sincerely,

Ben Zand

Landtech - Landscape Account Manager

Mobile 720 749-0067

"...genuinely concerned with the quality of the end product."

-Kevin O. at Hughes/Smith, Inc.

"...High level of service and integrity..."

–James P. at Pinkard Construction

"... I would recommend Landtech Contractors, Inc. to anyone..."
-Eldon V. District Engineer



LANDTECH MAINTENANCE

Date: 1/6/2021

For: Blackstone – High Plains Metro District

	HIGH PLAINS DISTRICT 12 Month Total Care Package Year-Round Service April 2021 – March 2022	NEW AREAS 12 Month Total Care Package Year-Round Service April 2021 – March 2022	BOTH AREAS 12 Month Total Care Package Year-Round Service April 2021 – March 2022	BOTH AREAS 12 Month Total Care Package Year-Round Service April 2021 – March 2022
TURF AREAS:				
Mowing	26	26	26	26
Edging	13	13	13	13
Line Trimming/Blowing	26	26	26	26
Fertilization	3	3	3	3
Weed Control	3	3	3	3
Aeration	1	1	1	1
Repair of Sod/Seed for areas up to 25,000 SF	Included as needed throughout the Season	Included as needed throughout the Season	ONLY 12,500 SF	NOT INCLUDED
BED AREAS:				
Weeding	26	26	26	26
Spring Pre-Emergent Weed App.	1	1	1	1
Summer Shrub Pruning	1	1	1	1
Mulch Replenishment for areas up to 200 CY	Included as needed throughout the Season	Included as needed throughout the Season	ONLY 100 CY	NOT INCLUDED
GENERAL CLEAN-UP:				
Debris in Turf/Walks/Beds	26	26	26	26
Weed Control in Cracks/Crevices	26	26	26	26
Spring Clean-up	1	1	1	1
Fall Clean-up	2	2	2	2
Rocks/Gravel/Breeze/Pea Gravel Replenishment for areas up to 50 tons	Included as needed throughout the Season	Included as needed throughout the Season	ONLY 25 TONS	NOT INCLUDED
Winter Site Inspections	26	26	26	26
IRRIGATION:				
Irrigation System Activation	1	1	1	1
Management of System	26	26	26	26
Irrigation System Winterization	1	1	1	1
NATIVE AREA:				
Native Mowing of All Areas	1	1	1	1
Native Broadleaf Application	1	1	1	1
Native Beauty-Band Mowing (Monthly)	7	7	7	7
REMOVAL OF DEAD SHRUBS AND TREES				
Shrubs & 2" Caliper Trees or less Removed & Recorded on Master Plan	Included in Proposal	Included in Proposal	Included in Proposal	Included in Proposal
HOLIDAY DECORATIONS				
Set-up, takedown, & storage of holiday decorations	Included in Proposal	Included in Proposal	Included in Proposal	Included in Proposal
SEASONAL FLOWERS				
Installation of Spring Annuals	Included in Proposal	Included in Proposal	Included in Proposal	Included in Proposal
TRASH AND DOGGY WASTE STATIONS				
Weekly pick-up year-round	Included in Proposal	Included in Proposal	Included in Proposal	Included in Proposal
SNOW REMOVAL				
2"-8" Snow removal on sidewalks. Beyond 8" will be at T & M Rates	Included in Proposal	Included in Proposal	Included in Proposal	Included in Proposal

Proposal and Contract

For: Blackstone – High Plains Metro District

GRAND TOTAL:

MONTHLY TOTAL:



Date: 1/6/2021

\$ 309,528.00	\$100,704.00	\$383,184.00	\$356,136.00
\$ 25,794.00	\$8,392.00	\$31,932.00	\$29,678.00



For: Blackstone - High Plains Metro District

Exhibit B: General Scope of Work

Date: 1/6/2021

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

Exhibit C: Terms and Conditions

- A. Location. This landscape maintenance agreement is for services to be performed at the following location(s):_7777 S Country Club Parkway, Aurora CO 80016
- B. **Term.** The term and start date of this agreement shall be agreed upon in exhibit E.
- C. Assignment. Neither party may assign this contract without the written consent of the other party.
- D. **Scheduling.** All work scheduling shall be at the discretion of Contractor as to time, day, month, etc. Contracted items will be given priority over time and material or extra work, in order to remain on established schedules.
- E. **Delay.** The Contractor shall not be held liable for delays in completion of contracted items, due to, but not limited to: acts of God; acts of Contracting Company; weather conditions; acts of public; or any other unforeseen items beyond the reasonable control of the Contractor.
- F. **Modifications.** The general requirements, technical specifications, statement of charges, and landscape maintenance contract are all considered a part of this agreement and shall constitute the entire agreement between the contracting parties. No variance or modification shall be valid and enforceable, unless mutually agreed upon in writing.
- G. **Pricing and Payment.** The total amount of the base contract and base monthly charges shall be agreed upon in exhibit E. All accounts will be billed on the 1st day of each month, with terms of net 10 days for account to be paid in full. Early termination of the contract will result in an audit of actual services performed and billed accordingly. Extra services, if authorized, and emergency services shall be billed at the rates listed in section III of the "Statement of Charges" in the contract plus materials.
- H. **Termination Without Cause.** Either party may terminate this agreement without cause by sending written notice to the other party at the respective addresses herein stated. Written notice is to be given at least <u>30</u> days prior to effective date of termination. Full payment for the actual services performed and materials provided at time of termination becomes due and payable on, or before, date of termination. In the event of pre-payment of services not performed and/or materials not provided, credit refund will be due and payable on, or before, date of termination.
- 1. **Termination for Cause.** Either party may terminate this contract for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause, upon sending written notice to the other party. Contractor may terminate this agreement for cause: (a) upon Contracting Company's failure to make any of the agreed upon payments, as outlined herein; or (b) for the Contracting Company's unreasonable determination of "lack of satisfactory performance or substantial completion of the Contractor's duties as specified herein". Contracting Company may terminate this agreement for cause: (a) for proof of lack of satisfactory performance; or (b) for obvious gross negligence or neglect by the Contractor.
- J. Notices. All notices required hereunder shall be in writing and shall be sent in the United States mail, certified mail, return receipt requested, correctly addressed to contractor: Landtech Contractors, Inc. Maintenance Division, 525 N. Laredo St. Aurora, CO 80011



Date: 1/6/2021

For: Blackstone – High Plains Metro District

- L. Acceptance of Proposal. The above prices, specifications, and conditions are satisfactory and are hereby accepted. LANDTECH CONTRACTORS, INC. is authorized to do the work as specified. Payment is outlined above in Section IV, paragraph 7. OWNER agrees that accounts 30 days past due will be charged 1.5% per month (18% per year). Should this account be referred to an agency, attorney or court for collection, OWNER agrees to pay reasonable attorney's fees, court costs and any other expenses of collection by LANDTECH CONTRACTORS, INC.
- M. Attorneys Fees. In the event either party to this agreement commences an action to enforce the terms of this agreement, then the prevailing party shall be entitled to recover its attorney's fees and costs.

Exhibit D- Description of Services

Turf Care

A. Mowing

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

B. Trimming

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

C. Edging

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

D. Aeration

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

E. Police Area

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

F. Turf Weed Control

- 1. All turf areas will be treated for the control of broadleaf weeds at the frequency specified in the attached proposal.
- 2. The Contractor will be responsible for weed control between the months of May 1st thru October 31st as needed. The Contractor is not responsible for excessive rains, which may wash treatment material away. The cost of all additional treatment is the responsibility of the Contracting Company. From May 1st thru October 31st broadleaf weed control in turf is handled on a curative basis, rather than a preventive basis.
- 3. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained.

Note: Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator.

G. Turf Fertilization

- 1. All turf areas will be fertilized at the frequency specified in the attached proposal. A quality, balanced fertilizer will be provided by
- 2. Care will be taken to clean fertilizer off all sidewalks, patios, pool decks, etc., to minimize the possibility of iron stains, however, even with the utmost care some staining may still occur.

Note: Contractor reserves the right to hire a subcontractor to perform this task. Subcontractor shall be a licensed and insured commercial applicator.



For: Blackstone - High Plains Metro District

H. Spring Cleanup

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

Date: 1/6/2021

Fall Cleanup

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

Tree, Shrub, and Bed Care

J. Bed Care

- 1. Rock bed areas will be inspected at the frequencies specified in the attached proposal for mulch depth and conditions. If additional materials are required, the Contracting Company will be notified and provided with an estimate to perform the work.
- 2. Rock bed areas will be kept substantially free of weeds by means of chemical control, or hand weeding at the frequencies specified in the attached proposal. Every effort will be made to control grasses and bindweed growing directly in shrubs and ground cover; however, control of these items is not always guaranteed.
- 3. Where needed, Contractor will recommend pre-emergent weed control if not included in the attached proposal. Pre-emergent weed control will be done at the expense of the Contracting Company, and only after approval is obtained.
- 4. Flower planting and flowerbed care is not included as part of this contract unless specified in the attached proposal.

K. Tree and Shrub Care

1. Contractor will monitor, on a regular basis, the health of all plant materials and will provide recommendations and estimates to the Contracting Company for such items as: fertilization, insect, and disease control. Most treatment would be done on a curative basis: however Contractor may recommend from time to time to treat potential problems on a preventive basis.

Note: Contractor reserves the right to hire a subcontractor to perform this service. Subcontractor shall be a licensed commercial applicator.

- 2. The Contractor shall be responsible for pruning of all trees and shrubs on the property at the frequencies indicated in the attached proposal. All plant material over 15 feet in height is excluded.
- 3. Plants shall be pruned in accordance with regularly accepted industry standards for pruning. Pruning is done to promote healthy growth; to prevent weak or abnormal limb structure; to control unwanted leggy growth and to maintain the natural growth habit of the plants. Proper pruning practices do not include shaping of plants such as: boxed, squared, balls, etc. Shrubs will be pruned in such a manner as to maintain natural shape.
- 4. In order to prevent damage by mowers and trimmers to trees and shrubs planted in turf areas, the Contractor if included in the attached proposal will provide a grass-free area around all trees and shrubs. Contractor assumes no liability for damage to trees and shrubs not properly protected.

Irrigation Control and Maintenance

L. Activation

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

M. Routine Maintenance

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

N. Winterization

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



For: Blackstone - High Plains Metro District

O. Miscellaneous

1. The Contractor will be informed if other parties have access to irrigation controllers. If the controllers are adjusted or turned off by other parties, Contractor must be notified immediately. Contractor will not be responsible for damage of any kind as a result of irrigation controllers being tampered with.

Date: 1/6/2021

- 2. Contractor shall not be liable for any damages caused by malfunctions of the irrigation system, including, but not limited to: stuck valves, flooded basements, missing heads.
- 3. Contractor shall not be liable for damages to sprinkler heads that are improperly installed above grade by others and constitute a mowing hazard. Contractor will not be held responsible for prior inadequate installations of irrigation systems. If this situation is applicable, Contracting Company will be notified immediately of any potential problems.

Native Care (If applicable and part of the proposal)

P. Mowing

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

Q. Trimming

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

R. Weed Care

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

Winter Services (If applicable and part of the proposal)

S. Standard Services

- 1. All landscape areas will be policed at the frequencies specified in the attached proposal for loose trash and debris in bed, and turf areas only. (Refer to item A.5).
- 2. The Contractor will visit the site at the frequencies specified in the attached proposal to inspect all landscape and plant material. Any problems will be brought to the attention of the Contracting Company.
- 3. Contractor will be available to the Contracting Company to aid and assist in the preparation and formulation of: plans, schedules, budgets, projections, etc., for the coming season.
- 4. Emergency after hour rates are billed at overtime rates and at a two hour minimum.

Hourly Contract Rates	Regular Rate	Overtime Rates
Irrigation Technician w/Van	\$83.00/HR + Material	\$98.00/HR + Materials
General Labor Rate	<u>\$44.00/HR</u>	\$57.00/HR
Foreman Rate	<u>\$55.00/HR</u>	\$71.00/HR
Supervisor Rate	\$66.00/HR	\$86.00/HR
Medium Mower 36"/ 48"	<u>\$58.00/HR</u>	<u>\$73.00/HR</u>
Large Mower 52"/ 63"	<u>\$81.00/HR</u>	\$96.00/HR
21" Mower	<u>\$53.00/HR</u>	\$68.00/HR
Trimmer/Blower	<u>\$42.00/HR</u>	\$54.00/HR



Date: 1/6/2021 For: Blackstone – High Plains Metro District

Exhibit E: Contractual Agreement

Signature:

By:

Title:

Date Signed:

Please select one of the service options below. Your initials and signature will constitute acceptance of this contractual agreement.

TOTAL CARE CONTRACT OPTION – H								
	IGH PLAINS METR	O DISTRICT						
12 – month contract	\$	25,794.00	Per Month	\$	309,528.00	/year	Initial	
Payments in 12 Consecutive Months:	April 2021 – Marc	h 2022					-	
TOTAL CARE CONTRACT OPTION – N	NEW AREAS							
12 – month contract	\$	8,392.00	Per Month	\$	100,704.00	/year	Initial	
Payments in 12 Consecutive Months:	April 2021 – Marc	th 2022						
TOTAL CARE CONTRACT OPTION – BO	OTH AREAS – W/	HALF ROCK, IV	1ULCH, & SOD					
12 – month contract	\$	31,932.00	Per Month	\$	383,184.00	/year	Initial	
Payments in 12 Consecutive Months:	April 2021 – Marc	h 2022					-	
TOTAL CARE CONTRACT OPTION – B	OTH AREAS – W/	NO ROCK, MU	JLCH, OR SOD INCLU	JDED				
12 – month contract	\$	29,678.00	Per Month	\$	356,136.00	/year	Initial	
Payments in 12 Consecutive Months:	April 2021 – Marc	:h 2022					-	
Automatic Renewal: If signed, Landt will offer you a renewal contract that Client Information:			increase, and there i		iption to your servi		y not choosii Initial -	ng this option we
Maria Elena & Jill Shadwell				7777	S Country Club P sstone Communit	• •	urora CO, 8	0016
Maria Elena & Jili Shadwell As Agent For: Blackstone Commu	ınity			7777	S Country Club P	• •	urora CO, 8	0016
	ınity			7777	S Country Club P sstone Communit	• •	, , , , , , , , , , , , , , , , , , ,	0016
	ent, without cause,	after thirty (3	0) days of receipt of	7777 Black Conta	S Country Club P stone Communit act: Maria E	y Elena & Jill	Shadwell	
As Agent For: Blackstone Commu Either party may cancel this agreeme return receipt requested to be effecti	ent, without cause, ive.	after thirty (3	0) days of receipt of	7777 Black Conta written notificat	S Country Club P stone Communit act: Maria E	y Elena & Jill	Shadwell	
As Agent For: Blackstone Commu	ent, without cause, ive.	after thirty (3		7777 Black Conta written notificat	S Country Club P stone Communit act: Maria E	y Elena & Jill	Shadwell	
As Agent For: Blackstone Commu Either party may cancel this agreeme return receipt requested to be effection. This contract includes Exhibit A, E	ent, without cause, ive.	after thirty (3		7777 Black Conta written notificat CE Contractor	S Country Club P stone Communit act: Maria E ion; however, such	y Elena & Jill	Shadwell	
As Agent For: Blackstone Commu Either party may cancel this agreeme return receipt requested to be effecti This contract includes Exhibit A, B	ent, without cause, ive.	after thirty (3		7777 Black Conta written notificat	S Country Club P stone Communit act: Maria E sion; however, such	y Elena & Jill	Shadwell	

By:

Date Signed:

Signature:

Title: Officer



Examples of Color Collections online fitting with the Community Standards which reference

"Historical Color Palette" for Modern Colonial, English Country, and Tuscan architecture.

Benjamin Moore Historical Collection

https://www.benjaminmoore.com/en-us/color-overview/color-palettes/historical-collection

Experience the 191 colors of the Historical Collection, a celebration of 200+ years of American style.







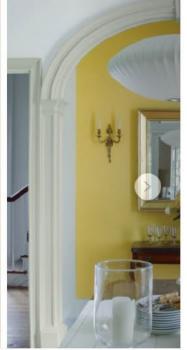




The Historical Collection is sophisticated and understated, a family of favored colors that enhance any style home.







Tried and True

Benjamin Moore's revered Historical Collection was inspired by 18th and 19th century architecture found throughout North America. While the Historical Collection is steeped in traditional American design, these hues transcend architectural styles; for years, this celebrated collection has complemented both contemporary and transitional spaces.

Design opportunities abound: Set a tranquil tone in any room with calming Woodlawn Blue HC-147 or Wickham Gray HC-171. Go for a touch of old world drama with New London Burgundy HC-61 or Cushing Green HC-125. Or beautify any space with Whipple Blue HC-152 or Hawthorne Yellow HC-4.

For exteriors, the Historical Collection is also a favorite: Consider the enduring appeal of Gloucester Sage HC-100 or the rich and deep Hale Navy HC-154.

For homeowners and designers alike, the Historical Collection offers a mainstay with perennial style.





Examples of Color Collections online fitting with the Community Standards which reference "Historical Color Palette" for Modern Colonial, English Country, and Tuscan architecture.

Benjamin Moore Williamsburg Paint Color Collection

https://www.benjaminmoore.com/en-us/color-overview/color-palettes/williamsburg-collection

The Williamsburg® Paint Color Collection fuses traditional and modern design, transporting paint colors from the past to enhance contemporary living.



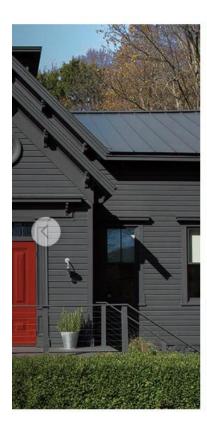








To merge authentic, early American design history with Benjamin Moore paint colors, we collaborated with The Colonial Williamsburg Foundation. Our shared dedication to understanding the 18th and early 19th centuries' rich color pigments led us to curate the 144-color Williamsburg® Paint Color Collection and bring timeless beauty to your home.







Classic Beauty

The Williamsburg® Paint Color Collection recreates the colors that defined the early years of our nation.

These distinctive colors still influence design today with their array of vibrant hues, rich shades and classic neutrals. Whether you live in a colonial-style home or use this timeless palette to complement modern architecture and furnishings, the Williamsburg® Paint Color Collection never goes out of style.



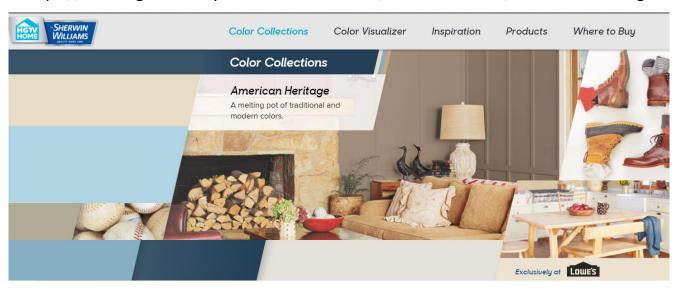
Explore the Williamsburg Paint Color Collection.



Examples of Color Collections online fitting with the Community Standards which reference "Historical Color Palette" for Modern Colonial, English Country, and Tuscan architecture.

Sherwin Williams American Heritage Selection

https://www.hgtvhomebysherwinwilliams.com/color-collection/American-Heritage



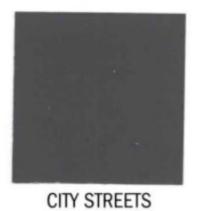


26896 E Clifton Place – LOT 16 / BLK 7 Brick Color = City Streets

Painted Sample – City Streets



Online Sample



Historical Color Palette Samples Online

Ambler Slate cw-685 Williamsburg Collection Benjamin Moore

Charcoal Slate HC-178 Historical Colors Benjamin Moore

American Heritage Collection HGTV Home by Sherwin Williams

Grizzle Gray HGSW1482





26896 E Clifton Place – LOT 16 / BLK 7 Mortar Color = Hidden White

Painted Sample – Hidden White



Historical Color Palette Samples Online

Harwood Putty
CW-5

Williamsburg Collection Benjamin Moore

Online Sample



HIDDEN WHITE

Stonington Gray

HC-170

Historical Colors Benjamin Moore

Trim Color = Snowbound (Sherwin Williams 7004)

Painted Sample - Snowbound

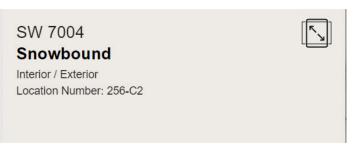


Historical Color Palette Samples Online

Harwood Putty
CW-5

Williamsburg Collection Benjamin Moore

Online Sample



American Heritage Collection HGTV Home by Sherwin Williams

Origami White HGSW4007





Front Door and Garage Doors Color = Iron Ore (Sherwin Williams 7069)

Painted Sample



Online Sample

SW 7069 **Iron Ore** Interior / Exterior Location Number: 251-C7

Historical Color Palette Samples Online

Charcoal Slate HC-178 **Historical Colors** Benjamin Moore

American Heritage Collection **HGTV Home by Sherwin Williams**

Grizzle Gray HGSW1482



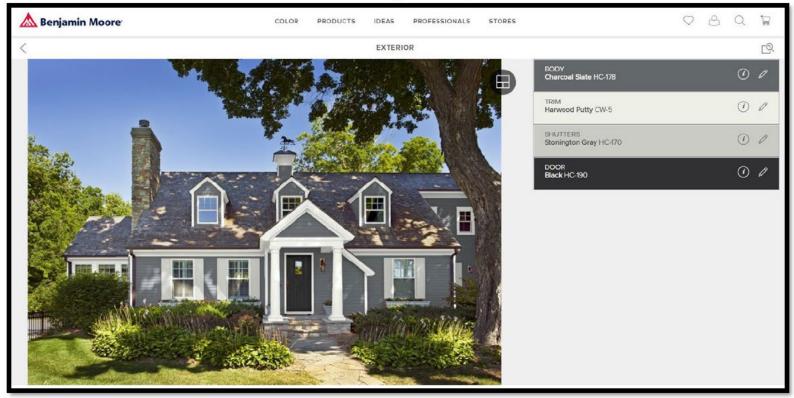


Black HC-190 **Historical Colors** Benjamin Moore



Benjamin Moore Colors

Professional Rendering of Proposed Exterior



Professional Rendering of Proposed Exterior



Proposed Colors

VS

Existing Blackstone Properties – E Long Cir

Professional Rendering of Proposed Exterior







26896 E Clifton Place – LOT 16 / BLK 7 Paint Color Change Written Variance Request Jaclyn and Derrell

Pursuant to the denial letter we received on our first submission, we are submitting an appeal via this written variance request for review by the neighborhood Board of Directors.

We are requesting to stain the brick and mortar and paint the remaining exterior elements on our home. The denial letter stated, "it is believed that painting/staining brick has not been done at Blackstone." We've heard from a neighbor that they know of at least one house in Blackstone that has stained the exterior brick/stone. We also specifically chose staining as it will look like brand new brick and mortar vs painted brick. After staining, the appearance and texture of the brick will not change, only the color. Painting the brick does not preserve the look of natural brick and is why we chose to go with staining. We believe our modifications will significantly improve the appearance of the home, increase the value, and are consistent with the look and style of the neighborhood.

BrickImaging Inc. would be the company staining the brick and mortar. I have included information about them in the pages that follow, but if you would like to find them online, their website is: www.brickimaging.com.

The following pages contain several items for review, which we've outlined below.

- Existing Exterior Picture: Page 2
- Professional Rendering of Proposed Exterior Picture: Page 3
- Summary of Stain and Paint Colors: Pages 4 8
 - We will also submit:
 - Physical 12" x 12" samples of the colors
 - Physical sample board from BrickImaging with stain colors to be used
- Residential Brick Staining Summary BrickImaging: Page 9
 - BrickImaging provides a standard 15 Year Warranty
- Benefits of Staining vs Painting Brick: Page 10
- Before and After Examples of Brick Staining from BrickImaging's Website: Pages 11 14
- Neighboring Property Owner Acknowledgment Signatures: Pages 15 17
- Neighboring Property Emails Supporting the Paint Color Change: Pages 18 20
- Application for Home Improvements and Modifications: Pages 21 22
 - Originally Submitted 9.30.20 No changes

Thank you for your time and consideration, Jaclyn and Derrell

26896 E Clifton Place – LOT 16 / BLK 7 Existing Exterior



Professional Rendering of Proposed Exterior



Summary of Stain and Paint Colors

Brick & Mortar Stain Sample Board
Brick Color = City Streets
Mortar Color = Hidden White



Summary of Stain and Paint Colors

Brick Stain Color = City Streets



Summary of Stain and Paint Colors

Brick Mortar and Siding Color = Hidden White



Summary of Stain and Paint Colors

Trim
Color = Snowbound (Sherwin Williams 7004)



Summary of Stain and Paint Colors

Front Door and Garage Doors Color = Iron Ore (Sherwin Williams 7069)





Brick Imaging Summary

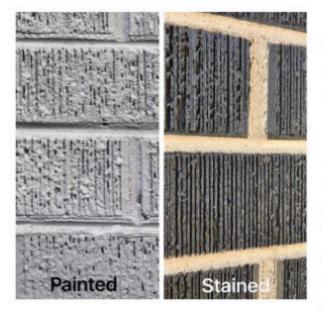
Brickimaging's proprietary staining application has been used to update the color of brick on residential homes for over 40 years. While many of our nationwide projects consist of commercial buildings, Brickimaging is proud to offer the same proven staining solution for residences located in Colorado. From fireplaces to full-color transformations on residential locations, BrickImaging provides coloring solutions for outdated brick, block, mortar and stone within the residential market.

Brickimaging provides a more *natural-looking* and *longer-lasting* alternative to painted masonry while remaining competitively priced. Obtain a natural masonry appearance utilizing a variety of application options that won't require any maintenance and be rest assured that our standard 15-year limited warranty will guarantee long-lasting results.

In order to get started on your residential brick staining project, we recommend browsing our website gallery, facebook and/or Instagram pages to gain insight into the capabilities of Brickimaging's Stayntech® staining application. Then Submit Your Project and a Brickimaging representative will contact you to discuss potential staining solutions and provide you with pricing information that is specific to your project. When you are ready, we will be happy to schedule a free, no-obligation sample to show you what the application is capable of achieving on your particular masonry.

- · 40+ years of experience
- Fully insured
- · Free staining samples
- · Standard 15-year warranty

Brick Painting or Brick Staining: Which one is better?



Brick Painting and Brick Staining may seem like the same thing but they aren't. Whether you choose to paint your brick or stain it, there are several things you need to take into consideration first.

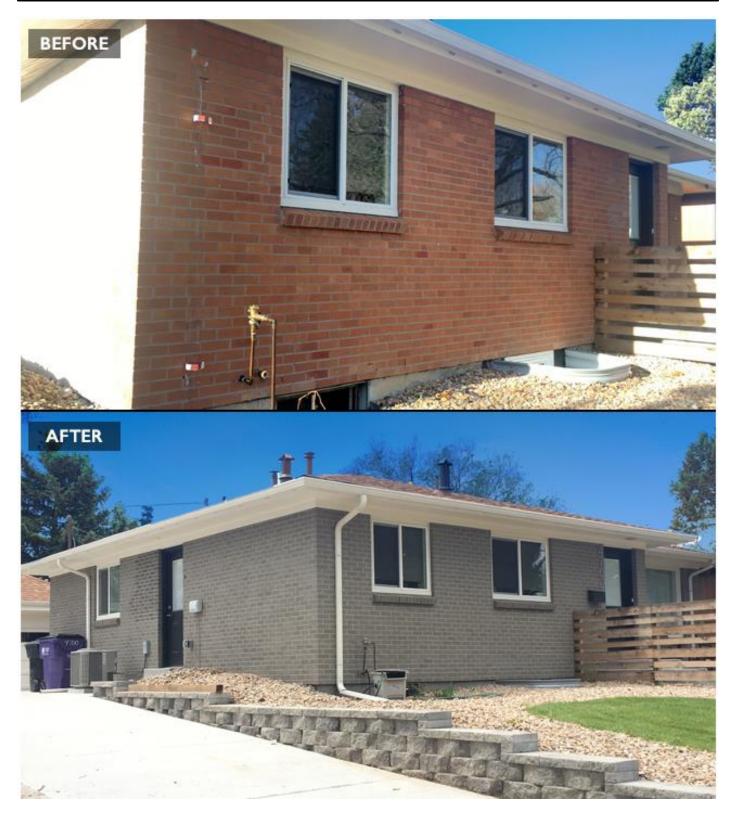
Painting brick is one of the most popular DIY trends right now. It's easy to do and can change the entire look and feel of whichever room the brick is located. It also requires maintenance to keep up with the look and feel of the room. Expect to repaint it every 3-5 years due to the paint peeling from the surface of the brick. If you aren't painting a very large area on the interior of your house, brick painting is cheap and easy to do.

If you'd like to change the look and feel of the exterior of your house while also protecting it, brick staining is a much better choice. When you stain brick using our Stayntech® technology, it's absorbed by the brick and forms a powerful chemical barrier that also protects it from the elements.

Painting your brick also traps in moisture while brick staining allows the brick to breathe. Bricks have a naturally porous surface that needs to breathe to maintain itself. When you paint brick, it saturates the pores preventing the flow of air. It also stops it from effectively releasing

moisture. As more moisture builds up, it will come through the surface of the brick resulting in the paint peeling from the surface.

Stayntech_® allows brick to maintain it's original physical properties so that it successfully releases moisture and prevents build up. With Stayntech, you won't have to paint your brick every 3-5 years as your bricks will be able to breathe and release moisture without any blistering, chipping or peeling.



Page 11







Page 13



Page 14

Neighboring Property – Owner Acknowledgment Signatures Casey Reinke – 26886 E Clifton Place

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Please return application to:

Summit Management & Consulting, LLC. 4950 S. Yosemite St. #F2-506

Greenwood Village, CO 80111

Special Note: Please make sure that your plans are complete with all needed materials. Incomplete plans will be Denied and/or returned.

Submittal fees need to be made out to "High Plains Metro District".

Neighboring Property – Owner Acknowledgment Signatures Judith Clayton – 26876 E Clifton Place

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Neighboring Property – Owner Acknowledgment Signatures Dan Wilzoch – 26885 E Clifton Place

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4950 S. Yosemite St. #F2-506 Greenwood Village, CO 80111

Submittal fees need to be made out to "High Plains Metro District".

Please return application to:

Summit Management & Consulting, LLC.

Neighboring Property – Email Supporting Paint Color Change Casey Reinke - 26886 E Clifton Place

11/19/2020

Gmail - Re: 26896 E Clifton Place - Paint Color Change Acknowledgment



Re: 26896 E Clifton Place - Paint Color Change Acknowledgment

1 message

Casey Reinke
To: Jackson Taylor

Thu, Nov 19, 2020 at 11:30 AM

Jackson,

We received the HOA authorization and you will find a signed copy attached. Please feel free to include my response below to the HOA.

Dear Blackstone HOA,

As a member of the HOA and (soon-to-be-new) neighbor of the individuals that have submitted the attached request, I would like to go on record as to our 100% support of the plans they have submitted, colors and improvements they are proposing.

Their upgrades and improvements will serve to improve property value, improve the over all aesthetic to the home and generally be more in line with the "look/style" of our neighborhood

As the neighbor directly next door, and likely the most impacted by any of these decisions, I am concerned that without the improvements, the HOA is making a decision that would be detrimental to my overall home value, those in our cul-de-sac and Blackstone as a whole. I sincerely hope that with the context (the renderings) provided this becomes a non-issue and approval is granted.

If you would like further support of my reasoning I am happy to discuss in greater detail. Please do not hesitate to reach out to me. Sincerely,

Casey Reinke

Neighboring Property – Email Supporting Paint Color Change Judith Clayton – 26876 E Clifton Place

11/19/2020 Gmail - Fw: Paint color M Gmail Fw: Paint color 1 message Clayton, Judith L Thu, Nov 19, 2020 at 9:39 AM To: Jackson Taylor Good morning, Please find attached a signed paint approval HOA form. I really hope this gets approved. Your fence looks fantastic too. Hope to see you in the neighborhood soon. Judith Clayton From: Judith Clayton Sent: Thursday, November 19, 2020 9:36 AM To: Clayton, Judith L . Subject: Paint color CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Sent from my iPhone

2020-11-19_093520.pdf 2113K

Neighboring Property – Email Supporting Paint Color Change Dan Wilzoch - 26885 E Clifton Place

11/19/2020

Gmail - Re: 26896 E Clifton Place - Paint Color Change Acknowledgment



Original Application for Home Improvements and Modifications
Submitted 9.30.20

HIGH PLAINS METRO DISTRICT

c/o: Summit Management & Consulting, LLC, 4950 S Yosemite St. #F2-506, Greenwood Village, CO 80111 Office 303-459-4919 Fax 303-484-9742

Application for Home Improvements and Modifications

In an effort to provide and protect each individual homeowner's rights and property values, it is required that any homeowner or group of owners considering improvement(s) and/or change(s) to their home or property submit an "Application for Home Improvements and Modifications" to the Design Advisory Committee (DAC). If any change is made that has not been approved, per the governing documents, the ASSOCIATION may require an owner to change or remove an improvement. In addition, plans, sketches, drawings, illustrations, photographs, dimensions, and material samples should be provided to sufficiently describe the project in detail.

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Original Application for Home Improvements and Modifications Submitted 9.30.20

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