### **BOWLES METROPOLITAN DISTRICT**

8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111 Phone: 303-779-5710 www.bowlesmetrodistrict.org

# NOTICE OF REGULAR MEETING AND AGENDA

**DATE:** Tuesday, March 14, 2023

**TIME:** 4:30 p.m.

**LOCATION** The Village Center

7255 Grant Ranch Blvd. Littleton, CO 80123

<b>Board of Directors</b>	<u>Office</u>	<b>Term Expires</b>
Tim LaPan	President	May, 2023
Donald W. Korte	Treasurer	May, 2025
Leigh C. Chaffee	Assistant Secretary	May, 2023
Linda Lutz-Ryan	Assistant Secretary	May, 2025
VACANT	Assistant Secretary	May, 2023

### I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notices.
- D. Public Comment.

Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

E. Review and consider approval of minutes from the February 14, 2023 board meeting (enclosure).

### II. FINANCIAL MATTERS

A. Approve and/or ratify approval of payment of claims in the amount of \$233,591.61 (enclosure).

### III. LEGAL MATTERS

- A. 2023 Election update.
- B. Other.

### IV. MANAGER MATTERS

- A. Operational Updates and Action Items (enclosure).
  - 1. Landscape:
    - a. General Update.
    - b. Update on Hydro Systems KDI project and irrigation mapping.
    - c. Discuss Tract F and Pump House maintenance (enclosure).
    - d. Discuss 2023 irrigation rates.

# 2. <u>Davey Tree:</u>

- a. General Update (enclosure).
- b. Review and consider approval of Tree Removal proposal (enclosure).
- B. Review and consider approval of Keystone Ridge Designs proposal for bench order (enclosed)
- C. Discuss maintenance of District fencing (enclosure).

# V. DISTRICT ENGINEER

A. Other.

### VI. OTHER BUSINESS

A. Other.

### VII. ADJOURNMENT

The next regular meeting is scheduled for April 11, 2023 at 4:30 p.m.

# MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE BOWLES METROPOLITAN DISTRICT (THE "DISTRICT") HELD FEBRUARY 14, 2023

A regular meeting of the Board of Directors of the Bowles Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, February 14, 2023, at 4:30 p.m., at the Village Center. The meeting was open to the public.

### **ATTENDANCE**

### **Directors In Attendance Were:**

Timothy LaPan, President Donald W. Korte, Treasurer Leigh C. Chaffee, Assistant Secretary

Director Lutz-Ryan was absent and excused

### Also, In Attendance Were:

Nic Carlson and Ashley Heidt; CliftonLarsonAllen LLP ("CLA")

Johnny Jimenez; Designscapes Colorado Inc. Paul LeFever; Grant Ranch Master HOA Manager

Derek Fox; Davey Tree

Pilar Hoyos and Karl Brummert; Residents

# ADMINISTRATIVE MATTERS

<u>Call to Order & Agenda</u>: The meeting was called to order at 4:30 p.m. by Director LaPan.

The Board reviewed the agenda for the meeting.

Following discussion, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the agenda, as amended to revise the term on the vacant position, add the park reservation request and excused Director Chaffee.

<u>Potential Conflicts of Interest:</u> There were no additional conflicts of interest disclosed.

**Quorum/Confirmation of Meeting Location/Posting of Notice:** Mr. Carlson confirmed the presence of a quorum.

The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, it was determined to conduct the meeting at the above-stated date, time and location.

It was further noted that notice of the time, date and location was duly posted and that no objections to the location or any requests that the meeting place be changed by taxpaying electors within the District's boundaries have been received.

**Public Comment:** Ms. Hoyos and Mr. Brummert reviewed the Audubon sponsorship request that was included in the meeting packet. Mr. Carlson noted that Mr. Brummert and the Audubon Society had a hand in helping the District with the Isthmus Park Signage Project. Following discussion, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved making a contribution to the Audubon Society in the amount of \$1,250.00, subject to final legal approval.

Mr. LeFever noted that the Grant Ranch HOA Board would like to readdress the removing the Meugo Pines at the entrance of Blue Heron Park. The Board directed Davey Tree to remove the pines at their discretion.

Mr. LeFever also asked about the damage to the fence behind the school at Blue Heron Park. The Board directed Homestead Painting to fix the fence the next time they are out in the District.

Mr. LeFever noted that this will be his last meeting and that a new HOA Manager has been selected. He noted that he should be at the March meeting.

<u>December 13, 2022 Revised Board Meeting Minutes:</u> Mr. Carlson reviewed the revision to the minutes. Following review, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the December 13, 2022 Revised Board Meeting Minutes, as presented.

<u>January 10, 2023 Board Meeting Minutes:</u> Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved the January 10, 2023 Board Meeting Minutes, as presented.

**2023 Property Schedule:** Mr. Carlson reviewed the updated Property Schedule with the Board. Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board adopted the revised Property Schedule, as presented.

<u>Safety Grant Request:</u> Mr. Carlson reviewed with the Board noting that the District was awarded \$2,939.28.

<u>Audubon Sponsorship Request:</u> This item was covered during Public Comment.

# FINANCIAL MATTERS

Claims in the amount of \$137,337.41: Mr. Carlson reviewed the claims with the Board noting that accounting functions are under transition. Mr. Carlson noted that there are some claims that did not make into the listing in the packet. Following review, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved the Claims in an amount not to exceed \$194,000, subject to final review by CLA and Director Korte.

<u>December 31, 2022 Unaudited Financial Statements:</u> Mr. Carlson reviewed the financial statements with the Board and noted that the Total Expenditures in the Capital Project Fund is higher than budgeted so and amendment is needed. Following discussion, upon a motion duly made by Director Korte, seconded by Director Chaffee and, upon vote, unanimously carried, the Board approved the December 31, 2022 Unaudited Financial Statements, as presented.

### LEGAL MATTERS

<u>Director Election Update:</u> Mr. Carlson reviewed the Director Election Memorandum with the Board.

# MANAGEMENT MATTERS

<u>Operational Updates and Action Items:</u> Mr. Carlson reviewed the action item log with the Board.

### **Landscape:**

General Update: Mr. Jimenez provided an update to the Board.

<u>Hydro Systems KDI Project and irrigation Mapping:</u> Director LaPan asked for an update on the mapping. Mr. Jimenez noted he would follow up.

<u>Discussion Regarding the Gate Valve Behind Belvedere:</u> Mr. Jimenez provided an update to the Board noting this project has been completed.

Other: The Board discussed the unauthorized trimming that has been occurring around the pump house. The Board gave direction to Legal Counsel to send a cease-and-desist letter to the resident and the sub HOA.

### **Davey Tree:**

**General Update:** Mr. Fox provided an update to the Board.

Other- Lacrosse Park Use Application: Mr. Carlson reviewed the

application with the Board. Following review, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board approved the Lacrosse Park Use Application.

DISTRICT ENGINEER Other: None.

OTHER BUSINESS

Other: None.

**ADJOURNMENT** 

There being no further business to come before the Board at this time, upon a motion duly made by Director Chaffee, seconded by Director Korte and, upon vote, unanimously carried, the Board adjourned the meeting at 5:24 p.m.

Respectfully submitted,			
Ву			
	Secretary for the Meeting		

# Bowles Metropolitan District Claims 3/9/2023

<u>Vendor</u>	Invoice #	<u>Date</u>	<u>Amount</u>
Mulhern MRE Inc	MMRE63231	11/30/2022	\$ 2,987.34
Rocky Mountain Recreation Inc	7013	12/21/2022	642.80
Rocky Mountain Recreation Inc	7015	12/29/2022	3,017.00
CenturyLink	720-283-6976479B	1/1/2023	230.16
City of Lakewood Utilies	1045471-00	1/1/2023	90.76
City of Lakewood Utilies	1046369-00	1/1/2023	33.93
Designscapes Colorado	121712	1/1/2023	23,639.25
Designscapes Colorado	121297	1/13/2023	530.00
Homestead Painting LLC	5471	1/23/2023	17,682.00
Homestead Painting LLC	5470	1/23/2023	9,545.00
Wastewater Management Division	9.13122E+11	1/24/2023	11.91
Designscapes Colorado	121317	1/26/2023	2,800.00
Chavez Services LLC	CW-2023-100	1/31/2023	32,888.82
Clifton, Larson, Allen LLP	3560667	1/31/2023	9,068.86
Foothills Park & Recreation	SALES000000034662	1/31/2023	782.42
Icenogle Seaver Pogue	22925	1/31/2023	1,916.25
Simmons & Wheeler P.C.	34783	1/31/2023	1,629.04
UNCC	223010185	1/31/2023	568.89
CenturyLink	720-283-6976479B	2/1/2023	230.16
Designscapes Colorado	121730	2/1/2023	23,639.25
Special District Association	2023 Dues	2/3/2023	1,075.05
Community Resource Services	21434	2/5/2023	1,310.00
CDR Construction LLC	1255	2/8/2023	1,155.00
Davey Tree	917321928	2/8/2023	572.00
Designscapes Colorado	120790	2/8/2023	12,570.00
Designscapes Colorado	121655	2/8/2023	5,850.50
Designscapes Colorado	121259	2/8/2023	42,935.96
Davey Tree	917323262	2/9/2023	3,600.00
Denver Audubon	23092	2/15/2023	1,250.00
Colorado Community Media	78875	2/17/2023	49.08
Chavez Services LLC	CW-2023-107	2/28/2023	19,635.64
Clifton, Larson, Allen LLP	3594622	2/28/2023	10,642.34
Icenogle Seaver Pogue	23164	2/28/2023	1,012.20
Grand Total			\$ 233,591.61

Bowles MD Action Item Log	Lead	Status/Due Da	te Notes
Admin			8
Add Tim to bill.com	CLA	ASAP	Nic to follow up with S&W
Services Agreements	Legal	January meeting	finalizing signatures and Davey Tree contract
Landscape / Irrigation/Misc			
Detention pond maintenance	DS/ERS	Ongoing	Monitor detention ponds, treat for cattails
Irrigation head replacement	Designscapes	Spring 2023	NTE \$100,000. Replace 1804 heads with 1806 as needed when presurizing the system
Deadwood in Rookery	Davey Tree/CLA	In Progress	
pet station repairs/new	Designscapes	In Progress	need another station south tract E at Ida . Need new caps SW Sunset and Isthmus Park. Need new post sleeve E Sunset Parking lot.
Tree warranty from 2022 plantings	Designscapes	In Progress	Remove dead Pinion Pines tract E and F. remove dead Austrian Pine Blue Heron Park
Bench repairs	CLA	In Progress	Check on availability of individual slats to repair 2 benches(sunset and Blue Heron.
Potholing	Designscapes	In Progress	
Planting list for Isthmus Park	Designscapes	Spring 2023	Linda to send list to Johnny
Legal			

















3/1/23

Bowles Metro District/Davey Tree Update for March Meeting

# **Updates**

- Pruning of the Cottonwood trees and the monument sign Pine trees is complete. There were 2-3 addresses behind the monument signs that we were either turned down or could not get access to. We can always re-visit if and as needed. Also, we do have 1 large Cottonwood behind a monument sign on S Jay that there was always are care parked under. We will revisit this tree.
- PHC services started week of 3/6. EAB and Ips treatments should be done.
- We got the broken branches cleaned up in the Pine tree in Tract K at no charge.

## New

- Itemized proposal attached with the following:
  - 1. Removal and grinding of Willow trees North end of the ditch in Tract K requested by Tim.
  - 2. Removal and grinding of last remaining Aspen and 1 Hawthorne in cut out from Tract H to Celebration. 1 existing stump here included for grinding. Requested by Tim.
  - 3. Pruning of 2 Lindens, 2 Crabapples, and 1 Ash in cut out to Celebrations from S Jay Cir as requested by Tim.
  - 4. Pruning of 3 Autumn Blaze Maple trees in cut out from Tract K to S Eaton St/Reflections. Homeowner there requested these trees looked at directly to Davey and they do have dead or broken branches.
  - 5. Pruning of trees far West end of GRB across from Lowes. A few of these Maples are probably declining. Requested by Tim.
  - 6. Not to exceed pruning option to clean up several smaller and or obvious broken branches along and around GRB. Requested by Derek.

### Other

- Davey sign SA agreement at this coming meeting?

Denver West 303-761-3052 4450 S. Windermere St. ● Englewood, CO 80110





The Davey Tree Expert Company 4450 S. Windermere St Englewood, CO 80110-5540

Phone: (303) 761-3052 x5430 Fax: (303) 761-3089

Email: Derek.Fox@davey.com





Clie	ent	Service Location	3/9/2023		
839	IFTON ALLEN LARSON 90 E CRESCENT PKWY STE 500 EENWOOD VLG, CO 80111-2814	BOWLES METRO DISTRICT C/O CLIFTON ALLEN LARSON 7255 W GRANT RANCH BLVD LITTLETON, CO 80123-0813 Work: (303) 265-7998 Email: AcctPayColo@claconnect.com	Proposal #: 20005890- Account #: 3884705 Ship To #: 1516637 Home: (303) 265-7998 Fax: (303) 779-0348 Email: AcctPayColo@c		
		Service Period	Price	Tax	Total
	Tree Removal		\$950.00		\$950.00
	Cut off to as low a stump(s) as pos next to the sidewalk. Haul off all w	sible - 2 multi stem Willow trees located in rood and debris.	n park area of Tract K, Nort	h side of th	e ditch
	Stump Grinding		\$950.00		\$950.00
	Stump grind out the above Willow s backfilled with the resulting woody	stumps and any exposed surface roots nex debris.	t to the stumps below grad	de. Holes a	ire
	Tree Removal		\$775.00		\$775.00
		ole - 1 remaining Aspen tree in center cut on ee in this area. Haul off wood and debris.	ut from Tract H to Celebra	tions. Also	cut off
	Stump Grinding		\$675.00		\$675.00
	Stump grind out the above Aspen, the resulting woody debris.	Hawthorne, and 1 other existing stump in th	his area below grade. Hole	es are back	filled with
	Tree Pruning		\$1,700.00		\$1,700.00
	Location: Cut out to Celebrations for	rom S Jay Cir			
		abapples, and 1 Ash tree. Includes removal . Raise over the sidewalk and street minim minimum 6-7 ft.			
	Tree Pruning		\$850.00		\$850.00
	Location: Cut out from Tract K (nor	th side of GRB) to S. Eaton St/Reflections r	neighbor hood.		
	Remove major obvious deadwood, minimum 6-7 ft.	broken, and stubs from 3 mature Autumn E	Blaze Maple trees. Be sure	trees are r	aise
	Tree Pruning		\$900.00		\$900.00
	Location: Far West end of GRB on	East side of the street accross from Lowes			
	<ul> <li>Clear back from the sidewalk (ok</li> <li>Remove any obvious broken and trees are declining and may need to</li> </ul>	d and broken from approx 4 Ash trees. to remove a few stems) 1 other smaller mu hanging branches from the approx 11 Autu o be removed depending on how they look t from 1 Cottonwood farthest North in this an	ımn Blaze Maple trees as r this spring).	needed (4-5	of the
	Tree Pruning		\$1,350.00		\$1,350.00
		exceed for 3 person crew/approx 1/2 day wi oken branches and stubs along GRB and or			

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\$8,150.00

\$0.00

\$8,150.00

**Total of All Services** 



The Davey Tree Expert Company 4450 S. Windermere St Englewood, CO 80110-5540

Phone: (303) 761-3052 x5430 Fax: (303) 761-3089

Email: Derek.Fox@davey.com





Client	Service Location	3/9/2023
CLIFTON ALLEN LARSON 8390 E CRESCENT PKWY STE 500 GREENWOOD VLG, CO 80111-2814	BOWLES METRO DISTRICT C/O CLIFTON ALLEN LARSON 7255 W GRANT RANCH BLVD LITTLETON, CO 80123-0813 Work: (303) 265-7998 Email: AcctPayColo@claconnect.com	Proposal #: 20005890-1677702359 Account #: 3884705 Ship To #: 1516637 Home: (303) 265-7998 Fax: (303) 779-0348 Email: AcctPayColo@claconnect.com

☐ Yes, please schedule the services marked above.

ACCEPTANCE OF PROPOSAL: The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.

# Derek Fox

Derek Fox CO Applicator Certified # 6109 Cert TreeCare Safety Prof 02769 Authorization

Date

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### **Tree Care**

PRUNING: Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.

TREE REMOVAL: Removal to within 6" of ground level and cleanup of debris.

STUMP REMOVAL: Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.

CLEAN-UP. Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.

CABLING/BRACING: Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

### Tree and Shrub Fertilization/SoilCare

Your arborist will assess your property's overall soil conditions either through physical assessment or through soil testing and will recommend a soil management program to help the soil become a better medium to enable healthy plants to thrive or unhealthy plants to regain their vitality. SoilCare programs will include fertilizers, organic humates, fish emulsions and other organic soil conditioners.

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, and healthier foliage.

### Tree and Shrub Plant Health Care

PRESCRIPTION PEST MANAGEMENT: Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.

INSECT MANAGEMENT: Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.

DISEASE MANAGEMENT: Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed.

EPA approved materials will be applied in accordance with State and Federal regulations.

### **Lawn Care**

FERTILIZER AND MECHANICAL SERVICES: Balanced fertilizer treatments applied throughout the growing season help provide greener turf color and denser root development. To help bring about a better response to these applications, we also provide aerification, lime, overseeding, and lawn renovation.

WEED CONTROL AND PEST MANAGEMENT: Broadleaf weed control is applied either as a broadcast or a spot treatment. Granular weed management may be

broadcast. We also offer pre-emergent crabgrass management in the spring and, if needed, a post emergent application later in the year. Our surface insect management is timed to reduce chinch bugs, sod webworms, and billbugs. We also offer a grub management application. Disease management materials and treatments are matched to particular disease problems. This usually requires repeat applications.

### Other Terms and Contract Conditions

INSURANCE: Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

WORKING WITH LIVING THINGS: As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge. TREE CARE STANDARDS: All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

OWNERSHIP OF TREES/PROPERTY: Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.

TIME & MATERIAL (T&M): Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

BILLING & SALES TAX: All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction. Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.

PAYMENT: We accept checks and credit cards. Credit card payments may be made online at our web site. Paying by check authorizes us to send the information from your check to your bank for payment.

UNDERGROUND PROPERTY: We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.

SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.

**Quotation Total:** 

Authorized Signature

\$11,469.00



670 Mercer Road | Butler, PA 16001-1840 Toll-free: 1-800-284-8208 | Phone: 724-284-1213 | Fax: 724-284-1253

				www.keystonerid	lgedesigns.com			
	DATE:	03/06/202	3					
	QUOTATION #:	048236-00		CUSTOMER #:	019141			
	PROJECT NAME:	BMD		SELL TO:	C L A GREENWOOD VILLA	AGE		
QU	OTE VALID UNTIL:	3/31/2023	* See Expiration Terms & Conditions		8390 EAST CRESCENT PA	RKWAY	SUITE 300	
1	PAYMENT TERMS:	50% DOW	/N; BAL PREPAY					
	EST. LEAD TIME:	TO BE DE	TERMINED AND WILL BE ESTIMATED UPON ORDER		GREENWOOD VILLAGE, O	O 8011	1-2814	
	SALES REP:	Garrett Ja	acobs	CUST NAME:	NIC CARLSON			
	EMAIL:	GarrettJ@	Dkeystoneridgedesigns.com	EMAIL:	Nicholas.Carlson@clacon	nect.co	m	
	EXTENSION:	244		PHONE:				
			**PLEASE COMPLETE/CO	NFIRM UPON ORDERING	G**			
	SHIP TO:			DELIVERY CONTACT:				
		7255 W G	RANT RANCH BOULEVARD	PHONE:				
		LAKEWO	OD, CO 80123	DELIVERY NOTES:				
QUOTI	E SUMMARY:							
			Total Quotation Amount:		\$11,469.00			
			Payment Required to Activate Order:		\$5,734.50			
			Remaining Balance Due Prior to Shipment:		\$5,734.50			
			Price subject to change upon quote expiration.					
SPECIAL CONSIDERATIONS:								
Terms	of Sale: 50% down	ı, balance (	due before shipment					
* All cre	edit card transactio	ns are sub	pject to a 3% processing fee. This fee can be waived if paid	by check, ACH or wire tra	nsfer.			
			re the responsibility of the customer.	•				
	LINE ITEMS:							
LINE	PART#		DESCRIPT	ΓΙΟΝ		QTY	UNIT PRICE	EXT. PRICE
1	0EX02-8000000-	0001	EX28 EXETER BENCH WITH BACK 8' - GLOSS BLACK		1	\$2,120.00	\$2,120.00	
2	0EX02-6000000-	0001	EX26 EXETER BENCH WITH BACK 6' - GLOSS BLACK		2	\$1,895.00	\$3,790.00	
3	0EX03-2E11000-		EX3-22 - EXETER 22 GALLON LITTER RECEPTACLE V BLACK.	WITH ELEVATED LEGS A	ND FLAT LID - GLOSS	1	\$1,680.00	\$1,680.00
4	0EX20-0000000-	0001	EX11 - EXETER SQUARE END TABLE, GLOSS BLACK			2	\$1,105.00	\$2,210.00
	•					Total	Material Costs:	\$9,800.00
						Freigh	nt & Packaging:	\$1,669.00

I acknowledge that I have received and reviewed the complete terms and conditions of this quotation. By signing this page, I understand and accept all of Keystone Ridge Designs' Terms and Conditions as outlined on this page and all proceeding and subsequent pages of the quotation. See following page for complete terms and conditions.

### STANDARD PAYMENT TERMS

Products and quantities needed are the responsibility of the customer. All products are produced to individual customer specification and unless otherwise stated, require a 50% down payment before manufacturing along with a sign off on this quotation. Balance of materials, freight and packaging and sales tax (if applicable) is due before products ship. This payment method is an effective and efficient system to ensure timely production and scheduling, ultimately providing greater cost savings to the client. MasterCard®, Visa®, American Express® and Discover® are accepted payment methods.

- A 50% down payment of total costs is required to activate an order with an approved credit card, check or money order. Check or money order payment orders will be activated upon receipt. Credit card orders will be immediately activated.
- The remaining 50% of total costs is due before the products will ship from the factory. Upon notification from Client Services, the remaining balance is payable by approved credit card, check or money order.
- If payment in full is received along with order activation, a 2% discount will be applied to material costs only. Credit card purchases, expedited orders and orders requiring payment in full to activate are excluded.
- On the day your products ship, Client Services will contact you with pertinent shipping information.
- Quote Expiration: Prices on this quote are valid up to and including the date displayed on the "QUOTE VALID UNTIL" line. After that date, a new quote with current pricing must be acquired from the Keystone Ridge Designs quoting department. Prior to quote expiration, the pricing listed on the quote is not considered locked in until all order activation terms are met, including any necessary sign-offs, payments or deposits. These terms and payments must be met in their entirety before the quote expiration date to place an order. Receipt of a PO does not constitute an agreement. An order only becomes active when the Keystone Ridge Designs terms of the sale are met.

### **FREIGHT & PACKAGING**

Freight and packaging charges to stated shipping address are based on quantities listed on quotation. If the scope of project changes, freight and packaging will be revised accordingly.

Unless otherwise indicated, freight charges do not include unloading and placement. If you require lift gate service (lowering the products to ground level if there is no loading dock), please call for pricing before placing an order.

24-hour advance notification is including with your freight quote. You will receive a call from the shipping company prior to delivery.

### **DISCOUNTS**

Discounts are applied based on a tiered sales volume structure. If products or quantities change, discount will be revised accordingly.

# TAX

Sales tax will be assessed only to products shipping to or picked up within Pennsylvania and will be listed as a line item on the quotation.

# **CANCELLATIONS & RETURNS**

A 25% restocking fee will be assessed on returned orders and orders cancelled more than two weeks after placement.

# STORAGE

Storage fees will begin to accrue after one month from the date that the client is notified that the products are ready to ship, or one month after the estimated delivery date (whichever is later).

# LEAD TIME

Delivery dates are estimated dates only and will vary. Delivery dates are to be determined and will be estimated upon order placement. Final ship date notification will be coordinated through our Client Services.

# **HARDWARE**

Keystone Ridge Designs utilizes high-quality stainless steel assembly hardware where applicable. Anchoring hardware, due to specialization required for each installation, is not supplied. Stainless steel hardware is recommended.

# DELIVERY

The bill of lading is considered the client receipt and should be compared to each delivery for discrepancy. Products should be carefully examined for damage incurred during shipment. Keystone Ridge Designs, Inc.® is not responsible for product damage or shortage once the bill of lading is signed by the client. Inconsistency between order and shipment quantities, as well as product damage, must be indicated on the bill of

lading upon delivery and before the freight company leaves the delivery site in order to file a damage claim with Keystone Ridge Designs, Inc. If damage is found or if there are any concerns regarding delivery, immediately notify Client Services at 1-800-284-8208.

### **WARRANTY**

Keystone Ridge Designs warrants all products (other than noted exceptions) against material and workmanship defects for a period of three (3) years from the date of shipment.

Keystone Ridge Designs provides a limited warranty on the powder coat finish that is applied to our products for a period of three (3) years from the date of shipment. Exceptions include Burgundy, Sparkle Silver, and any shades of red, white, or yellow. These exceptions are warranted for a period of one (1) year from the date of shipment. Sparkle Silver, white, and yellow powder coated products can apply for the three (3) year warranty with the purchase of an upgraded e-coat primer finish. Limited warranties for certain other light-toned custom colors will be disclosed at time of selection.

Keystone Ridge Designs offers a limited twenty (20) year warranty against structural failure of our steel manufactured products.

Keystone Ridge Designs offers a limited five (5) year warranty against structural failure of any aluminum frame, assembly, or component.

All warranties are available to the original purchaser only and are not transferable. Eligibility of any stated warranty is dependent upon the product(s) being assembled and installed according to the manufacturer's recommendations and instructions. Products are required to be bolted to the surface to prevent theft, damage, movement, or injury. Umbrellas must be anchored in a base 80 lb. or heavier to be eligible for the three-year warranty.

Products damaged by abnormal use, vandalism, accidents, tampering, or acts of nature are not covered by any warranty, expressed or implied. Modifying, altering or repairing products by anyone other than Keystone Ridge Designs voids the warranty

During the eligible warranty period, Keystone Ridge Designs, Inc.® will, at its option, repair or replace any product or part found defective upon written notification and inspection by our company representative.

Claims must be sent to Keystone Ridge Design, Inc., Attention: Customer Service, 670 Mercer Rd., Butler, PA 16001

### PROPRIETARY STATEMENT

Keystone Ridge Designs, Inc. ® is proud to offer the design community exceptional site amenities. Due to the time and resources invested in designing, manufacturing and marketing Keystone Ridge Designs™ products and services, we pursue design patents, copyrights, trademarks and service marks whenever possible. Any unlawful duplication or misrepresentation of Keystone Ridge Designs™ products or promotional materials will be rigorously protected.

Keystone Ridge Designs reserves the right to alter pricing, product design, materials or construction without notice.

Keystone Ridge Designs' products are covered by one or more of the following Patent Nos. Des. D372,133; D376,270; D380,313; D406,700; D406,701; D413,449; D413,738; D414,952; D418,652; D420,814; D421,515; D421,824; D423,166; D423,239; D424,769; D440,060; D446,399; D449,745; D454,674; D456,579; D457,334; D457,701; D457,738; D457,741; D457,742; D458,044; D459,563; D461,336; D465,679; D465,936; D465,952; D466,318; D466,729; D467,104; D471,368; D474,618; D474,619; D481,890; D506,339; D510,216; D515,856; D629,233; D749,861; D794,971; D818,296; D854,346; D856,018; D891,844; patents pending or Exclusive By Design $^{\text{TM}}$ .

Keystone Ridge Designs, Inc. designs, manufactures and markets an original and exclusive line of site furniture. In accordance with the United States patent process, our products are officially marked with the designated descriptive numbers and required labeling. We strictly prohibit any other labeling which interferes, mutilates or restricts the legal requirements of product identification.



The **EXETER LITTER RECEPTACLE** allows you the freedom to coordinate with a bench series, or mix and match for an eclectic motif. Beautify your surroundings with out exclusive collection of litter receptacles.





### STANDARD FEATURES

- Color: exclusive KEYSHIELD® polyester powder coating finish
- Support: elevated or adjustable
- Liner: commercial-grade plasticLid: matching flat lid with anti-theft lanyard
- Fully assembled unit
- Continuous weld seams
- Three-year warranty
- Made in the USA



### **CUSTOM OPTIONS**

- Color: custom KEYSHIELD® powder coat
- Support: bury extension
- Liner: galvanized or powder coated
- Lid: elevated, elevated ash, dome, ash dome, dome with galvanized door, recycling and trash
- Materials: sustainable hardwood, stainless steel, recycled plastic



### **ENHANCEMENTS**

10.11

- Inquire about coordinating benches, ash urns, planters, tables, and other furnishings
- Cast bronze plaquesLaser cuts
- Decals



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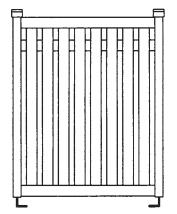
### **EXETER LITTER RECEPTACLE**

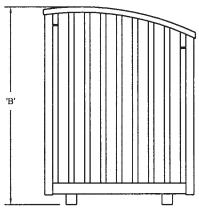
Bench with back is covered by Patent No. Des. D446,399. Flat bench is covered by Patent No. Des. D440,060. Chair is covered by Patent No. Des. D449,745. Litter receptacle is Exclusive By Design™.

### **KEYSHIELD® METAL FINISH**

The trademarked KEYSHIELD® finish protects each piece of furniture from chipping, cracking, and UVA damage while providing unparalleled corrosion resistance. Steel products are finished with a two-coat powder coating process applied to a 7-15 mil thickness. Substrate preparation includes sandblasting to a white finish to remove all surface contaminants. The raw product then receives a corrosion-inhibiting phosphate coating prior to the application of the powder coating. The first coat applied to the substrate is zinc rich epoxy powder primer used exclusively on sandblasted parts. The second coat is a colored polyester powder coating. Both coats are electrostatically applied and oven cured according to powder coating manufacturing specifications to create a smooth, satin-like finish and a lowemitting non-porous armor.

	EX3-22 22 gal.	EX3-32 32 gal.	EX3-38 38 gal.
WIDTH (A)	25 3/4"	28 1/2"	28 1/2"
<b>ELEVATED LEG (B)</b>	32 1/16"	36 13/16"	36 13/16"
<b>ADJUSTABLE LEG</b>	31 1/4"	36"	36"
LID WIDTH	20 3/4"	23 3/4"	23 3/4"
WEIGHT	200 lbs.	225 lbs.	235 lbs.



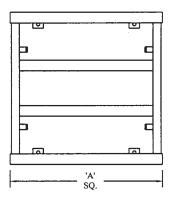


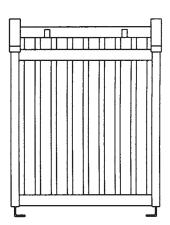
### **FULLY ASSEMBLED UNIT**

The Exeter litter receptacle is manufactured in the USA as a fully assembled unit to provide ultimate stability and avoid damage during transit to the site, saving time and money.

### **MATERIALS**

Fully-welded commercial-grade steel construction.





### **PROPRIETARY STATEMENT**

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The **EXETER END TABLE** combines points, curves, and lines to create the essence of today's architectural inspirations. A modern blend of contemporary European influence and historic Arts and Crafts design, the Exeter series furnishes the perfect accent for refined tastes.





### STANDARD FEATURES

- Color: exclusive KEYSHIELD® polyester powder coating finish

  • Support: bolt down or freestanding

  • Fully assembled unit

- Continuous weld seams
  Three-year warranty
  Made in the USA



### **CUSTOM OPTIONS**

- Color: custom KEYSHIELD® powder coat
- Support: bury extension
- Materials: sustainable hardwood, stainless steel, recycled plastic
- Custom height



### **ENHANCEMENTS**

mall!

- Inquire about coordinating benches, litter receptacles, ash urns, planters, and other furnishings
- Cast bronze plaquesLaser cutsDecals



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### **EXETER END TABLE**

Bench with back is covered by Patent No. Des. D446,399. Flat bench is covered by Patent No. Des. D440,060. Chair is covered by Patent No. Des. D449,745. Litter receptacle is Exclusive By  $\mathsf{Design}^{\mathsf{TM}}$ .

### **KEYSHIELD® METAL FINISH**

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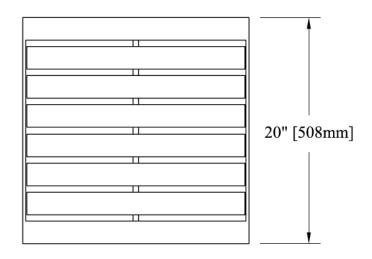
### **FULLY ASSEMBLED UNIT**

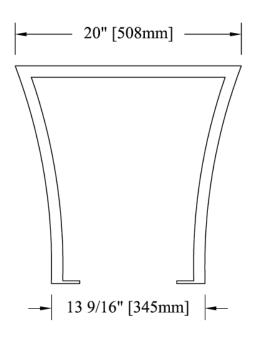
The Exeter end table is manufactured in the USA as a fully assembled unit to provide ultimate stability and avoid damage during transit to the site, saving time and money.

### **MATERIALS**

Fully-welded commercial-grade steel construction.

	EX11
LENGTH	20"
WIDTH	20"
HEIGHT	19 1/4"
WEIGHT	125 lbs.





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The **EXETER BENCH WITH BACK** combines points, curves, and lines to create the essence of today's architectural inspirations. A modern blend of contemporary European influence and historic Arts and Crafts design, the Exeter series furnishes the perfect accent for refined tastes.

Patent No. Des. D446,399







### **CUSTOM OPTIONS**

- Color: custom KEYSHIELD® powder coat
- Support: bury extension
- Materials: sustainable hardwood, stainless steel, recycled plastic
- Arms: center arms, additional arms, no arms
- Curves, reverse curves, angles
- Custom length





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### **EXETER BENCH WITH BACK**

Bench with back is covered by Patent No. Des. D446,399. Flat bench is covered by Patent No. Des. D440,060. Chair is covered by Patent No. Des. D449,745. Litter receptacle is Exclusive By Design™.

### **KEYSHIELD® METAL FINISH**

The trademarked KEYSHIELD® finish protects each piece of furniture from chipping, cracking, and UVA damage while providing unparalleled corrosion resistance. Steel products are finished with a two-coat powder coating process applied to a 7-15 mil thickness. Substrate preparation includes sandblasting to a white finish to remove all surface contaminants. The raw product then receives a corrosion-inhibiting phosphate coating prior to the application of the powder coating. The first coat

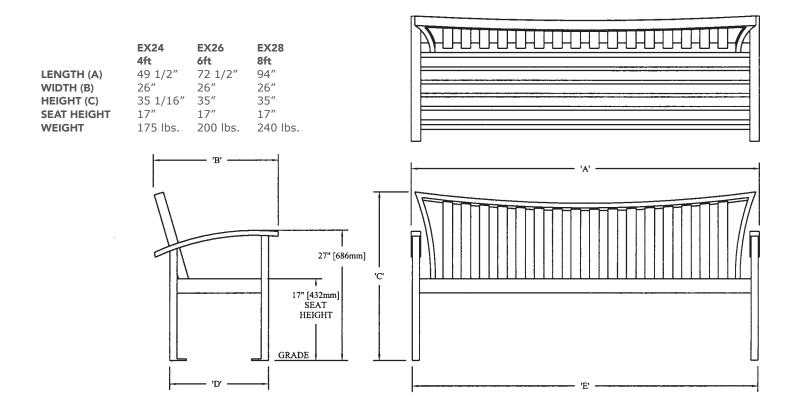
applied to the substrate is zinc rich epoxy powder primer used exclusively on sandblasted parts. The second coat is a colored polyester powder coating. Both coats are electrostatically applied and oven cured according to powder coating manufacturing specifications to create a smooth, satin-like finish and a low-emitting non-porous armor.

### **FULLY ASSEMBLED UNIT**

The Exeter bench with back is manufactured in the USA as a fully assembled unit to provide ultimate stability and avoid damage during transit to the site, saving time and money.

### **MATERIALS**

Fully-welded commercial-grade steel construction.



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From: <a href="mailto:hspaintllc@aol.com">hspaintllc@aol.com</a>>

Sent: Tuesday, March 7, 2023 8:38 AM

To: Carlson, Nicholas < Nicholas. Carlson@claconnect.com>

**Subject:** [External]

Good morning Nick:

Per Jake:

I just wanted to follow up per our discussion about the homeowner's side of the fences.

In the past, when a homeowner requested to have their side of the fence stained, we provided them with a price.

When doing the interior side of the fence there are a few factors to consider.

- 1. The length of the fence.
- 2. Access problems due to vegetation or personal items against the fence or that impede the process.
- 3. Most of the interior sides of the fences have wire fencing attached. We usually apply stain over this metal wire. Due to the age of the wire and the fasteners it will ruin the wire if we try to remove it and then reattach it.
- 4. There is additional labor involved if the homeowner wants the wire removed and installed (with us not being responsible for any damages caused to the wire due to the comments above).

In order for us to provide a set price on the interior side of the fence we would need too:

- 1. Price it by section due to the varying lengths of the lots.
- b. The homeowner would need to have all vegetation cut back and all personal items removed from the areas to allow us full access to the fence.
- 3. Have pets inside during the time we are completing the work.
- 4. The work would need to be completed when we are on-site doing the work for the HOA.
- 5. For each section of fence it would cost \$40.00. This is for labor and materials.

Please contact us if you have any questions.

Thank you, Debbie Morgan Homestead Painting LLC