

## INDY OAK TOD METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 / 800-741-3254  
Fax: 303-987-2032  
<https://indyoaktodmd.colorado.gov/>

### **NOTICE OF SPECIAL MEETING AND AGENDA**

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expiration</u>
Eric Knorr	President	2027/May 2029
Judson Connelly	Treasurer	2029/May 2029
<b><i>VACANT</i></b>		2027/May 2027
<b><i>VACANT</i></b>		2027/May 2027
<b><i>VACANT</i></b>		2027/May 2027
Peggy Ripko	Secretary (non-elected)	

DATE: January 29, 2026

TIME: 6:00 P.M.

LOCATION: VIA ZOOM

Please email Peggy Ripko if there are any issues (pripko@sdmsi.com)

*\* Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (pripko@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

#### Join Zoom Meeting

<https://us02web.zoom.us/j/86267550643?pwd=ob58l9fJoW6959PUJvCKVBYOhm4bvO.1>

**Meeting ID:** 862 6755 0643

**Passcode:** 987572

**Dial In:** 1-719-359-4580

#### I. ADMINISTRATIVE MATTERS

A. Confirm Quorum. Present Disclosures of Potential Conflicts of Interest.

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B. Approve Agenda, confirm location of the meeting and posting of meeting notice.

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C. Discuss vacancies on the Board. Consider appointment of eligible electors, Jovan Tafoya and Natalie Lemieux, to the Board of Directors of the District.

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D. Consider appointment of Officers:

President \_\_\_\_\_  
Treasurer \_\_\_\_\_  
Secretary \_\_\_\_\_  
Asst. Secretary \_\_\_\_\_  
Asst. Secretary \_\_\_\_\_  
Asst. Secretary \_\_\_\_\_

II. PUBLIC COMMENT

A. Members of the public may express their views to the Boards on matters that affect the District. Comments will be limited to three (3) minutes per speaker.

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III. LANDSCAPE MATTERS

A. Review and consider approval of landscape improvement proposals between the District and Landtech Contractors, LLC:

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1. Ratify 2025/2026 Snow Removal Agreement (enclosures).

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2. 2025 Detention Pond Cleanup (enclosure).

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3. Irrigation Controller Replacement (enclosure).

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4. Pet Station Service (enclosure).

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5. 2025 Tree Replacement (enclosure).

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6. Tree Replacement by Mailbox (enclosure).

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IV. LEGAL MATTERS

A. Discuss concrete repair matters at Pearson Grove:

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1. Discuss and consider authorizing negotiations with Century at Pearson Grove, LLC (“Century”) regarding concrete repair; Consider authorizing a Letter Agreement with Century regarding same.

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2. Discuss concrete repair bids; Consider engaging consultants regarding same.

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3. Consider adjourning in executive session pursuant to Sections 24-6-402(4)(b) and (e), Colorado Revised Statutes, to receive legal advice regarding concrete repair matters; concrete repair bids and consultants; and the proposed Letter Agreement and negotiations with Century.

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V. OTHER

- A. Review and approve Resolution Regarding Parking Rules and Regulations for Pearson Grove. (enclosure).

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VI. ADJOURNMENT: **THE NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 20, 2026.**



## SNOW REMOVAL CONTRACT

For 2025 - 2026

This Snow Removal Contract ("Contract") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ by  
INDY OAKS and Landtech Contractors, LLC ("Contractor").

### Contract Term:

Contract commencement date: Oct 1, 2025

Contract termination date: May 31, 2026

### Customer Information: To be filled out by Client

Customer property name: \_\_\_\_\_  
Customer property address: \_\_\_\_\_  
Customer on-site rep name: \_\_\_\_\_  
On-site rep phone #: \_\_\_\_\_  
Customer Management Company: \_\_\_\_\_  
Customer manager name: \_\_\_\_\_  
Customer billing address: \_\_\_\_\_  
Customer office phone #: \_\_\_\_\_  
Customer billing e-mail address: \_\_\_\_\_

### Contractor Information:

Contractor's office address: 525 Laredo St., Aurora, CO 80011  
Contractor's office phone #: 303 344 4465  
Contractor's billing e-mail address: Billing@Landtechcontractors.com

**1. Scope of Services:** Contractor will perform the services described in the Snow Removal Requirements ("SRR") Article B, which is attached hereto and incorporated herein by this reference. The SRR must be completed by Customer prior to the start of the snow season and must clearly define the snow removal services that Customer wants Contractor to provide under this Contract and the specific areas of the Customer's Property (identified above). Services will not include ice removal, or the physical removal of snow from the Property. This service is only available with 24 hours notice to Contractor and will be billed on a time and materials basis pursuant to the pricing schedule in Article A of this Contract. Cleaning up of salt, slicer, or other snow melt products used by Contractor is not specifically included under this Contract but is available from Contractor at an additional cost to Customer.

**2. Performance:** All labor, equipment, and materials will be furnished by Contractor. Contractor may use subcontractors in the provision of service under this Contract. Snow plowing will be accomplished by mechanically pushing snow to boundaries designated by Customer in the SRR and will begin once snow levels reach **Trace, 1" or 2" ONLY** Snow removal on sidewalks will be performed by hand shoveling, unless areas are accessible by snow blower, ATV, UTV, or SnowRator (when available) and will begin once snow levels reach **Trace, 1" or 2" ONLY** Unless Customer instructs Contractor otherwise, Customer agrees that Contractor has discretion to determine if snow removal is necessary under this Contract based on snow accumulations, forecasted temperatures and weather conditions for the Property. Customer understands that snow accumulations may vary from one part of town to the next, and that weather conditions in one part of town may not be indicative of accumulations at the Customer's Property. Customer also understands that drifting snow may necessitate plowing of Customer's Property, regardless of the average accumulation at that Property.

Normal nightly refreezing of melted snow and ice may occur for a period of time after each storm or snow event. Therefore, Contractor will return to the Property and will re-plow, re-shovel or re-apply salt, sand or snow melt products at Customers written request.

Customer is responsible for having all vehicles removed from parking lots, drives, access roads, and designated stockpile areas, so Contractor can properly and efficiently operate snowplowing equipment. If vehicles are not removed at the time of plowing operation, Contractor will be obligated to plow only those areas available and open for safe use and operation of snowplow equipment. Clearing between parked cars is not included in this contract. If the designated stockpile areas are not accessible, Contractor will stockpile snow in an area chosen at Contractor's discretion to provide the least interference with use of the Property.

Services under this Contract will commence during or within twelve (12) hours of the end of any snowfall. Contractor will charge for travel time to the Property according to the type of services to be performed. Services will be initiated when, in the best judgment of Contractor, conditions are such that snow removal services are required. It is Customer's responsibility to notify Contractor in writing when snow services are not required.

When a large accumulation of snow is predicted, such as an "upslope", blizzard conditions, snow in excess of 12", ice in all its forms, declared states of emergency, Contractor has discretion to commence services under this Contract prior to the cessation of snowfall. Contractor will make every effort to insure such service. Customer understands, however, that certain conditions may pose challenges to Contractor providing services, which are out of Contractor's control. In such cases, Contractor will keep Customer informed of conditions and will define realistic expectations for completion of field operations. Any precipitation event lasting longer than 12 hours will require that Contractor schedule rest periods for field personnel and Managers to assure their safety. When accumulation exceeds six (6") inches, or when drift conditions exist, "shovel-wide" paths will be cleared during the first visit to the site. Walks will be cleared to their full width when conditions allow further attention.

If sidewalk snow service is requested by Customer, Customer understands that if temperature and wind conditions combine to bring temperatures below ten (10) degrees Fahrenheit, Contractor may have to stop providing services during that period of time in order to protect the health and well being of its employees.

Contractor will provide services under this Contract in a workman-like manner. Customer accepts this warranty as its sole recourse, and THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

**3. Property Damage:** Customer agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment (including, but not limited to pick-up trucks, loaders and tractors) to property items in and around the area designated by Customer for plowing, and which are concealed from Contractor's view by snow accumulation or other adverse weather condition. Such property items include, but are not limited to turf (grass), curbs, wheel stops, fire hydrants, plant material and other landscaping, and retaining walls. Customer also agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment to surface integrity due to weight of snow removal equipment. Installation of necessary snow stakes is recommended. If Contractor, in its discretion, deems such stakes to be necessary to avoid property damage, Contractor is hereby authorized to provide stakes at an additional cost to Customer, as set forth under the pricing schedule in Article A of this Contract.

**4. Personal Injury and Indemnification:** Customer understands that slippery conditions after a snow event are an inherent risk that cannot be completely eliminated by services provide by Contractor hereunder. Therefore, Customer agrees that it will not hold Contractor, its officers, agents and employees liable for any claims, damages, losses, and expenses, (including but not limited to attorneys' fees and court costs) arising out of or resulting from falls and other accidents caused in whole or in part by snow, ice or any other slippery condition on the property. Customer also agrees to indemnify and defend Contractor from and against any claim, cause of action, or liability instituted by any employee, resident or third-party arising out of or related in any way to property damage, and personal injury due to ice, snow or other slippery condition that may exist on the Property before, during or after Contractor has performed services pursuant to the Contract. Customer agrees to indemnify and defend Contractor from all such claims and liabilities regardless of whether allegedly caused by any actions or failures of Contractor.

Customer understands that upon completion of snow service operations, even if conducted to the highest standards in the industry for this area, slippery conditions may still exist. For example, normal nightly refreezing of melting snow and ice may occur after each storm. Therefore, Contractor will not be liable for accidents caused by this inherent risk and will be defended, indemnified and held harmless by Customer from and against lawsuits or claims that may result from naturally occurring weather conditions, or the presence of salt, sand, or other snow melt products used by Contractor. Contractor has discretion to determine whether to apply snow melt chemicals for snow management. Such chemicals have inherent properties that could degrade or damage metal, paving material, and plant material that come in contact with such chemicals, and therefore, Contractor will not be liable for damage caused to said objects or materials on site.

**5. Insurance:** Throughout the term of this Contract, Contractor will maintain General Liability insurance of \$2,000,000 aggregate, and will also carry the Colorado State required Workman's Compensation insurance, and Automobile Liability insurance, \$1,000,000 bodily injury each person/each accident, and \$1,000,000 property damage.

**6. Termination without Cause:** Either party to this Contract may terminate the Contract without cause by sending written notice to the other party at the respective address stated above. Termination of the Contract will become effective 30 days after the date such written notice is provided. In the event of such termination, full payment for services performed or material provided under this Contract becomes due and payable on, or before, the effective date of termination. In the event of pre-payment of services not performed or materials not provided after the effective date of termination, Contractor will issue a refund to Customer on, or before, the effective date of termination. In addition, if Customer has entered into this Contract as an agent of the Property owner, and Customer's agreement with the Property owner is terminated, this Contract will automatically terminate without notice, effective the date of such termination by the Property Owner.

**7. Default and Remedies:** A default will occur if Customer fails to make payment when due under the Contract. In the event of such default, Contractor may, at its option: (a) terminate the Contract, without further notice to Customer and without waiving any right it may have to recover payment of the money due from Customer; or (b) halt services under the Contract until such payment is made to Contractor. Customer agrees and understands that he/she/it will be responsible for all costs of collecting payment due, including reasonable attorneys' fees and costs.

If Contractor fails to perform services as required under this Contract, defaults under the Contract, or is grossly negligent, Customer must send written notice of same to Contractor at the address for Contractor stated above. In the event of such default, Customer may: (a) demand strict performance of the Contract; (b) terminate the Contract. If Customer reasonably believes that Contractor's performance is not satisfactory, customer may also terminate the Contract upon written notice to Contractor explaining the reason for such termination.

**8. Payment:** The prices, specifications, and conditions are satisfactory and are hereby accepted by Customer. Contractor is authorized to do the work as specified. The rate schedule for this Contract is outlined below and all work will be performed and paid for according to these rates. All accounts are to be due and paid in full net ten (10) days after receipt of an invoice from Contractor. Customer agrees that thirty (30) day past due accounts will be charged interest at 1.5% per month (18% per year). Contractor may decline to perform services if accounts are over twenty days (20) past due following Customer's receipt of invoices for services rendered. Customer will be responsible for a \$45.00 returned check fee for any check returned unpaid for any reason.

**9. Attorneys Fees and Venue:** In the event either party to this Contract commences an action to enforce the terms of the Contract, the prevailing party to such action is entitled to recover its attorneys' fees and court costs. The parties agree that venue for any such legal action shall be the District Court for the City and County of Denver, State of Colorado.

**10. Miscellaneous:**

**10.1** Contractor reserves the right not to proceed with services outlined under this Contract, and the contract may be deemed null and void by Contractor notwithstanding execution of the Contract by Customer, if the Contract is not executed by Customer within 30 days from the date the Contract is sent to Customer.

**10.2** This Contract and attachments hereto supersedes any and all other agreements between the parties, oral or written, regarding snow removal services.

**10.3** By signing below, each party acknowledges they have read and understand the Contract and that no representation, inducement, promise, or agreement, oral or otherwise, has been made by any party which is not embodied herein. This Contract shall be construed objectively in light of its overall purpose, which is to provide the described services herein for compensation. Neither the source nor the authorship of this Contract shall cause any other bias or presumption in the construction or interpretation of this Contract. Any changes to the terms of this Contract are not binding unless in writing, signed by each of the parties.

**10.4** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

**10.5** Customer may not assign this Contract without first obtaining Contractor's written approval to do so. Such approval will not be unreasonably withheld by Contractor.

**10.6** The parties hereto agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

**10.7** This Contract shall be construed in accordance with the laws of the State of Colorado.

**CONTRACTOR: Landtech Contractors, LLC**

BY: \_\_\_\_\_

Date

**CUSTOMER:**

BY: \_\_\_\_\_

Date

Its:

## Article A: HOURLY RATES 2025-2026

**Rates include operator and have a one (1) hour minimum charge.  
Drive time is charged one direction.**

### **Light Equipment**

4x4 Truck with Plow	\$140.00 per hour
Ice Slicer Spreader	\$152.00 per hour
Skid Steer Loader with Push Box/Plow	\$164.00 per hour
ATV w/Plow, SnowRator w/Spreader, UTV w/Plow and Spreader	\$107.00 per hour

### **Heavy Equipment**

Loader/Backhoe with 1-yard Push box or plow	\$234.00 per hour
Loader/Backhoe with 3-yard Push box or plow	\$298.00 per hour

### **Labor**

Hand Shovel/Spread Ice Melt	\$70.00 per man, per hour
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### **Material**

Standard Ice Melt	\$1.00 per pound
Environmentally Friendly Ice Melt	\$1.42 per pound
Ice Slicer (Granulated Magnesium Chloride)	\$308.00 per ton

### **Other**

Snow Pile Relocation/Haul Off	\$180.00 per hour
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## Article B: Snow Removal Requirements

### CUSTOMER TO FILL OUT TABLE BELOW

Property Name:				
Property Address:				
Property Contact:				
Contact E-mail:				
Contact Phone #:				
At what accumulation is clearing walkways and doorways required?	YES	Trace	1"	2"
	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		(Mark one)		
Is the ice melt application needed for walkways?	YES	Standard	<input type="checkbox"/>	
	NO	Environmentally	<input type="checkbox"/>	Friendly
		(Mark one)		
At what accumulation are plow services for parking lots, entry & driveways, loading docks, etc. required?	YES	Trace	1"	2"
	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		(Mark one)		
Is Ice Slicer (Granulated Magnesium Chloride) application required for entry and driveways, drive lanes, loading docks?	YES			
	NO			
Are there specific areas that snow is to be piled? Is there a site plan or map available? If so, please attach it.				
Are there restricted areas on your site that require snow services?				
How can we arrange to access these areas?				
<b>Snow Monitoring Service:</b> This service will provide the client with a property check to monitor snow accumulation. This service will be offered when the snow has been forecast and will potentially meet the client's contractual trigger point. Service will be offered at an hourly rate of \$65.00 per man-hour and material (1 hr. min. charge per visit) Services must be requested at the time contract execution.				
Initials _____				
Special Instructions:				



## SNOW REMOVAL CONTRACT

For 2025 - 2026

This Snow Removal Contract ("Contract") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ by  
**PEARSON GROVE** and Landtech Contractors, LLC ("Contractor").

### Contract Term:

Contract commencement date: Oct 1, 2025

Contract termination date: May 31, 2026

### Customer Information: To be filled out by Client

Customer property name: \_\_\_\_\_  
Customer property address: \_\_\_\_\_  
Customer on-site rep name: \_\_\_\_\_  
On-site rep phone #: \_\_\_\_\_  
Customer Management Company: \_\_\_\_\_  
Customer manager name: \_\_\_\_\_  
Customer billing address: \_\_\_\_\_  
Customer office phone #: \_\_\_\_\_  
Customer billing e-mail address: \_\_\_\_\_

### Contractor Information:

Contractor's office address: 525 Laredo St., Aurora, CO 80011  
Contractor's office phone #: 303 344 4465  
Contractor's billing e-mail address: Billing@Landtechcontractors.com

**1. Scope of Services:** Contractor will perform the services described in the Snow Removal Requirements ("SRR") Article B, which is attached hereto and incorporated herein by this reference. The SRR must be completed by Customer prior to the start of the snow season and must clearly define the snow removal services that Customer wants Contractor to provide under this Contract and the specific areas of the Customer's Property (identified above). Services will not include ice removal, or the physical removal of snow from the Property. This service is only available with 24 hours notice to Contractor and will be billed on a time and materials basis pursuant to the pricing schedule in Article A of this Contract. Cleaning up of salt, slicer, or other snow melt products used by Contractor is not specifically included under this Contract but is available from Contractor at an additional cost to Customer.

**2. Performance:** All labor, equipment, and materials will be furnished by Contractor. Contractor may use subcontractors in the provision of service under this Contract. Snow plowing will be accomplished by mechanically pushing snow to boundaries designated by Customer in the SRR and will begin once snow levels reach **Trace, 1" or 2" ONLY** Snow removal on sidewalks will be performed by hand shoveling, unless areas are accessible by snow blower, ATV, UTV, or SnowRator (when available) and will begin once snow levels reach **Trace, 1" or 2" ONLY** Unless Customer instructs Contractor otherwise, Customer agrees that Contractor has discretion to determine if snow removal is necessary under this Contract based on snow accumulations, forecasted temperatures and weather conditions for the Property. Customer understands that snow accumulations may vary from one part of town to the next, and that weather conditions in one part of town may not be indicative of accumulations at the Customer's Property. Customer also understands that drifting snow may necessitate plowing of Customer's Property, regardless of the average accumulation at that Property.

Normal nightly refreezing of melted snow and ice may occur for a period of time after each storm or snow event. Therefore, Contractor will return to the Property and will re-plow, re-shovel or re-apply salt, sand or snow melt products at Customers written request.

Customer is responsible for having all vehicles removed from parking lots, drives, access roads, and designated stockpile areas, so Contractor can properly and efficiently operate snowplowing equipment. If vehicles are not removed at the time of plowing operation, Contractor will be obligated to plow only those areas available and open for safe use and operation of snowplow equipment. Clearing between parked cars is not included in this contract. If the designated stockpile areas are not accessible, Contractor will stockpile snow in an area chosen at Contractor's discretion to provide the least interference with use of the Property.

Services under this Contract will commence during or within twelve (12) hours of the end of any snowfall. Contractor will charge for travel time to the Property according to the type of services to be performed. Services will be initiated when, in the best judgment of Contractor, conditions are such that snow removal services are required. It is Customer's responsibility to notify Contractor in writing when snow services are not required.

When a large accumulation of snow is predicted, such as an "upslope", blizzard conditions, snow in excess of 12", ice in all its forms, declared states of emergency, Contractor has discretion to commence services under this Contract prior to the cessation of snowfall. Contractor will make every effort to insure such service. Customer understands, however, that certain conditions may pose challenges to Contractor providing services, which are out of Contractor's control. In such cases, Contractor will keep Customer informed of conditions and will define realistic expectations for completion of field operations. Any precipitation event lasting longer than 12 hours will require that Contractor schedule rest periods for field personnel and Managers to assure their safety. When accumulation exceeds six (6") inches, or when drift conditions exist, "shovel-wide" paths will be cleared during the first visit to the site. Walks will be cleared to their full width when conditions allow further attention.

If sidewalk snow service is requested by Customer, Customer understands that if temperature and wind conditions combine to bring temperatures below ten (10) degrees Fahrenheit, Contractor may have to stop providing services during that period of time in order to protect the health and well being of its employees.

Contractor will provide services under this Contract in a workman-like manner. Customer accepts this warranty as its sole recourse, and THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

**3. Property Damage:** Customer agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment (including, but not limited to pick-up trucks, loaders and tractors) to property items in and around the area designated by Customer for plowing, and which are concealed from Contractor's view by snow accumulation or other adverse weather condition. Such property items include, but are not limited to turf (grass), curbs, wheel stops, fire hydrants, plant material and other landscaping, and retaining walls. Customer also agrees that Contractor is not responsible to Customer or anyone else for damages caused by snow removal equipment to surface integrity due to weight of snow removal equipment. Installation of necessary snow stakes is recommended. If Contractor, in its discretion, deems such stakes to be necessary to avoid property damage, Contractor is hereby authorized to provide stakes at an additional cost to Customer, as set forth under the pricing schedule in Article A of this Contract.

**4. Personal Injury and Indemnification:** Customer understands that slippery conditions after a snow event are an inherent risk that cannot be completely eliminated by services provide by Contractor hereunder. Therefore, Customer agrees that it will not hold Contractor, its officers, agents and employees liable for any claims, damages, losses, and expenses, (including but not limited to attorneys' fees and court costs) arising out of or resulting from falls and other accidents caused in whole or in part by snow, ice or any other slippery condition on the property. Customer also agrees to indemnify and defend Contractor from and against any claim, cause of action, or liability instituted by any employee, resident or third-party arising out of or related in any way to property damage, and personal injury due to ice, snow or other slippery condition that may exist on the Property before, during or after Contractor has performed services pursuant to the Contract. Customer agrees to indemnify and defend Contractor from all such claims and liabilities regardless of whether allegedly caused by any actions or failures of Contractor.

Customer understands that upon completion of snow service operations, even if conducted to the highest standards in the industry for this area, slippery conditions may still exist. For example, normal nightly refreezing of melting snow and ice may occur after each storm. Therefore, Contractor will not be liable for accidents caused by this inherent risk and will be defended, indemnified and held harmless by Customer from and against lawsuits or claims that may result from naturally occurring weather conditions, or the presence of salt, sand, or other snow melt products used by Contractor. Contractor has discretion to determine whether to apply snow melt chemicals for snow management. Such chemicals have inherent properties that could degrade or damage metal, paving material, and plant material that come in contact with such chemicals, and therefore, Contractor will not be liable for damage caused to said objects or materials on site.

**5. Insurance:** Throughout the term of this Contract, Contractor will maintain General Liability insurance of \$2,000,000 aggregate, and will also carry the Colorado State required Workman's Compensation insurance, and Automobile Liability insurance, \$1,000,000 bodily injury each person/each accident, and \$1,000,000 property damage.

**6. Termination without Cause:** Either party to this Contract may terminate the Contract without cause by sending written notice to the other party at the respective address stated above. Termination of the Contract will become effective 30 days after the date such written notice is provided. In the event of such termination, full payment for services performed or material provided under this Contract becomes due and payable on, or before, the effective date of termination. In the event of pre-payment of services not performed or materials not provided after the effective date of termination, Contractor will issue a refund to Customer on, or before, the effective date of termination. In addition, if Customer has entered into this Contract as an agent of the Property owner, and Customer's agreement with the Property owner is terminated, this Contract will automatically terminate without notice, effective the date of such termination by the Property Owner.

**7. Default and Remedies:** A default will occur if Customer fails to make payment when due under the Contract. In the event of such default, Contractor may, at its option: (a) terminate the Contract, without further notice to Customer and without waiving any right it may have to recover payment of the money due from Customer; or (b) halt services under the Contract until such payment is made to Contractor. Customer agrees and understands that he/she/it will be responsible for all costs of collecting payment due, including reasonable attorneys' fees and costs.

If Contractor fails to perform services as required under this Contract, defaults under the Contract, or is grossly negligent, Customer must send written notice of same to Contractor at the address for Contractor stated above. In the event of such default, Customer may: (a) demand strict performance of the Contract; (b) terminate the Contract. If Customer reasonably believes that Contractor's performance is not satisfactory, customer may also terminate the Contract upon written notice to Contractor explaining the reason for such termination.

**8. Payment:** The prices, specifications, and conditions are satisfactory and are hereby accepted by Customer. Contractor is authorized to do the work as specified. The rate schedule for this Contract is outlined below and all work will be performed and paid for according to these rates. All accounts are to be due and paid in full net ten (10) days after receipt of an invoice from Contractor. Customer agrees that thirty (30) day past due accounts will be charged interest at 1.5% per month (18% per year). Contractor may decline to perform services if accounts are over twenty days (20) past due following Customer's receipt of invoices for services rendered. Customer will be responsible for a \$45.00 returned check fee for any check returned unpaid for any reason.

**9. Attorneys Fees and Venue:** In the event either party to this Contract commences an action to enforce the terms of the Contract, the prevailing party to such action is entitled to recover its attorneys' fees and court costs. The parties agree that venue for any such legal action shall be the District Court for the City and County of Denver, State of Colorado.

**10. Miscellaneous:**

**10.1** Contractor reserves the right not to proceed with services outlined under this Contract, and the contract may be deemed null and void by Contractor notwithstanding execution of the Contract by Customer, if the Contract is not executed by Customer within 30 days from the date the Contract is sent to Customer.

**10.2** This Contract and attachments hereto supersedes any and all other agreements between the parties, oral or written, regarding snow removal services.

**10.3** By signing below, each party acknowledges they have read and understand the Contract and that no representation, inducement, promise, or agreement, oral or otherwise, has been made by any party which is not embodied herein. This Contract shall be construed objectively in light of its overall purpose, which is to provide the described services herein for compensation. Neither the source nor the authorship of this Contract shall cause any other bias or presumption in the construction or interpretation of this Contract. Any changes to the terms of this Contract are not binding unless in writing, signed by each of the parties.

**10.4** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

**10.5** Customer may not assign this Contract without first obtaining Contractor's written approval to do so. Such approval will not be unreasonably withheld by Contractor.

**10.6** The parties hereto agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

**10.7** This Contract shall be construed in accordance with the laws of the State of Colorado.

**CONTRACTOR: Landtech Contractors, LLC**

BY: \_\_\_\_\_

Date

**CUSTOMER:**

BY: \_\_\_\_\_

Date

Its:

## Article A: HOURLY RATES 2025-2026

**Rates include operator and have a one (1) hour minimum charge.  
Drive time is charged one direction.**

### **Light Equipment**

4x4 Truck with Plow	\$140.00 per hour
Ice Slicer Spreader	\$152.00 per hour
Skid Steer Loader with Push Box/Plow	\$164.00 per hour
ATV w/Plow, SnowRator w/Spreader, UTV w/Plow and Spreader	\$107.00 per hour

### **Heavy Equipment**

Loader/Backhoe with 1-yard Push box or plow	\$234.00 per hour
Loader/Backhoe with 3-yard Push box or plow	\$298.00 per hour

### **Labor**

Hand Shovel/Spread Ice Melt	\$70.00 per man, per hour
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### **Material**

Standard Ice Melt	\$1.00 per pound
Environmentally Friendly Ice Melt	\$1.42 per pound
Ice Slicer (Granulated Magnesium Chloride)	\$308.00 per ton

### **Other**

Snow Pile Relocation/Haul Off	\$180.00 per hour
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## Article B: Snow Removal Requirements

### CUSTOMER TO FILL OUT TABLE BELOW

Property Name:				
Property Address:				
Property Contact:				
Contact E-mail:				
Contact Phone #:				
At what accumulation is clearing walkways and doorways required?	YES	Trace	1"	2"
	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		(Mark one)		
Is the ice melt application needed for walkways?	YES	Standard	<input type="checkbox"/>	
	NO	Environmentally	<input type="checkbox"/>	Friendly
		(Mark one)		
At what accumulation are plow services for parking lots, entry & driveways, loading docks, etc. required?	YES	Trace	1"	2"
	NO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		(Mark one)		
Is Ice Slicer (Granulated Magnesium Chloride) application required for entry and driveways, drive lanes, loading docks?	YES			
	NO			
Are there specific areas that snow is to be piled? Is there a site plan or map available? If so, please attach it.				
Are there restricted areas on your site that require snow services?				
How can we arrange to access these areas?				
<b>Snow Monitoring Service:</b> This service will provide the client with a property check to monitor snow accumulation. This service will be offered when the snow has been forecast and will potentially meet the client's contractual trigger point. Service will be offered at an hourly rate of \$65.00 per man-hour and material (1 hr. min. charge per visit) Services must be requested at the time contract execution.				
Initials _____				
Special Instructions:				



## Detention pond clean up-2025 season

**Date** 6/25/2025  
**Customer** Travis Hunsaker | Special District Management Services, Inc | 141 Union Blvd. Suite 150 | Lakewood, CO 80215  
**Property** Indy Oaks | 1077 Oak Circle | Lakewood, CO 80215  
**Billing Email** thunsaker@sdmsi.com

Dear Travis,

Thank you for the opportunity to present our proposal to you. The Scope of work included is as follows:

- Cut back Cattails in the detention pond area.
- After cutting the cattails, rake leaves away from the detention pond
- Remove trash, and debris from the detention pond.
- Mobilization fee
- Crew fee
- Dump fee

## Description

### Detention pond Cleanup

#### Items

Labor & Material Included

Detention pond Clean up	\$5,326.00
<b>PROJECT TOTAL:</b>	<b>\$5,326.00</b>

## Terms & Conditions

We appreciate your time in considering Landtech Contractors, LLC. for this project. If you should have any questions or require additional information, please do not hesitate to call. Price will be honored for 30 days from proposal date. Sales tax will be charged on selling price of all materials at local rates unless tax exempt.

By \_\_\_\_\_  
**Fernando Lopez**  
Date 6/25/2025  
\_\_\_\_\_  
**Landtech Contractors, LLC**

By \_\_\_\_\_  
\_\_\_\_\_  
**Indy Oaks**  
Date \_\_\_\_\_



## Irrigation Controller replacement

**Date** 8/13/2025  
**Customer** Travis Hunsaker | Special District Management Services, Inc | 141 Union Blvd. Suite 150 | Lakewood, CO 80215  
**Property** Pearson Grove | 9490 W 14th Avenue | Lakewood, CO 80215  
**Billing Email** thunsaker@sdmsi.com

Dear Travis,

Thank you for the opportunity to present our proposal. The scope of work is as follows:

- After troubleshooting, the Hunter I Core Irrigation controller needs to be replaced.
- The controller is located on the North side of the detention pond.
- Irrigation tech fee included.
- Irrigation Controller Hunter I Core included.
- Misc. parts.Included.

## Description

### Irrigation Controller Replacement

#### Items

Labor & Material Included

<b>Irrigation Controller Replacement:</b>	\$1,560.00
<b>PROJECT TOTAL:</b>	<b>\$1,560.00</b>

## Terms & Conditions

We appreciate your time in considering Landtech Contractors, LLC. for this project. If you should have any questions or require additional information, please do not hesitate to call. Price will be honored for 30 days from proposal date. Sales tax will be charged on selling price of all materials at local rates unless tax exempt.

By \_\_\_\_\_  
**Fernando Lopez**  
Date 8/13/2025  
\_\_\_\_\_  
**Landtech Contractors, LLC**

By \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_  
**Pearson Grove**



## Pet station service per month

**Date** 6/25/2025  
**Customer** Travis Hunsaker | Special District Management Services, Inc | 141 Union Blvd. Suite 150 | Lakewood, CO 80215  
**Property** Indy Oaks | 1077 Oak Circle | Lakewood, CO 80215  
**Billing Email** thunsaker@sdmsi.com

Monthly Pet Station Service

Labor and Materials Included.

## Description

### Monthly Pet Waste Station Service

#### Items

Labor & Material included

**Pet Waste Station Service:** \$361.00

**PROJECT TOTAL:** \$361.00

## Terms & Conditions

We appreciate your time in considering Landtech Contractors, LLC. for this project. If you should have any questions or require additional information, please do not hesitate to call. Price will be honored for 30 days from proposal date. Sales tax will be charged on selling price of all materials at local rates unless tax exempt.

By \_\_\_\_\_

Fernando Lopez

Date 6/25/2025

Landtech Contractors, LLC

By \_\_\_\_\_

Indy Oaks

Date



## 2025 Tree replacement

**Date** 6/25/2025  
**Customer** Travis Hunsaker | Special District Management Services, Inc | 141 Union Blvd. Suite 150 | Lakewood, CO 80215  
**Property** Indy Oaks | 1077 Oak Circle | Lakewood, CO 80215  
**Billing Email** thunsaker@sdmsi.com

Dear Travis,

Thank you for the opportunity to present our proposal. The scope of work is as follows:

- Install a 1-2" Cleveland Pear Tree in the setting area.
- Install a 1-2" Honey Locust Tree on the Northside entrance
- Replace sod outside 1154 Oak due to the pet waste.
- Remove the dead tree behind 1154 Oak Street.
- Amended topsoil included.
- Tree stakes, straps & wires included.
- Mobilization fee included.
- Foreman and Labor fees included.
- Equipment fee included.
- Supervisor's fee included.
- Delivery fee included.

## Description

### Tree Installation

#### Items

Labor and Material included  
Sod Installation (Landtech)

<b>Tree Installation:</b>	\$6,398.00
<b>PROJECT TOTAL:</b>	<b>\$6,398.00</b>

## Terms & Conditions

We appreciate your time in considering Landtech Contractors, LLC. for this project. If you should have any questions or require additional information, please do not hesitate to call. Price will be honored for 30 days from proposal date. Sales tax will be charged on selling price of all materials at local rates unless tax exempt.

By \_\_\_\_\_  
**Fernando Lopez**  
Date 6/25/2025  
\_\_\_\_\_  
**Landtech Contractors, LLC**

By \_\_\_\_\_  
\_\_\_\_\_  
**Indy Oaks**  
Date \_\_\_\_\_



## Tree replacement by mail box

**Date** 8/6/2025  
**Customer** Travis Hunsaker | Special District Management Services, Inc | 141 Union Blvd. Suite 150 | Lakewood, CO 80215  
**Property** Pearson Grove | 9490 W 14th Avenue | Lakewood, CO 80215  
**Billing Email** thunsaker@sdmsi.com

Dear Travis,

Thank you for the opportunity to present our tree replacement proposal. The scope of work is as follows:

- Replace two dead Oak trees with Honey Locust Trees by the mailbox area.
- Biocompost
- Tree stakes, ( wood) straps and wire.
- Equipment fee included
- Delivery fee included.
- dump fee included
- Mobilization fee included
- Foreman and Labor fees included.
- Supervisor's fee included.

## Description

### Tree Installation

#### Items

Labor & Material Included

<b>Tree Installation:</b>	\$4,215.00
<b>PROJECT TOTAL:</b>	<b>\$4,215.00</b>

## Terms & Conditions

We appreciate your time in considering Landtech Contractors, LLC. for this project. If you should have any questions or require additional information, please do not hesitate to call. Price will be honored for 30 days from proposal date. Sales tax will be charged on selling price of all materials at local rates unless tax exempt.

By \_\_\_\_\_  
**Fernando Lopez**  
Date 8/6/2025  
\_\_\_\_\_  
**Landtech Contractors, LLC**

By \_\_\_\_\_  
\_\_\_\_\_  
**Pearson Grove**  
Date \_\_\_\_\_

**RESOLUTION NO. 2026-01-\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
INDY OAK TOD METROPOLITAN DISTRICT**

**REGARDING PARKING RULES AND REGULATIONS  
FOR PEARSON GROVE TOWNHOMES**

A. The Indy Oak TOD Metropolitan District (the "District") is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Lakewood, Colorado.

B. The District operates pursuant to its Service Plan approved by the City of Lakewood on September 25, 2017, as the same may be amended and/or modified from time to time (the "Service Plan").

C. Pursuant to the Service Plan and Section 32-1-101, et seq (the "Special District Act"), the District has the power and authority to provide for the design, acquisition, construction, financing, completion, and installation of streets within the District's Service Area (as defined in the Service Plan), among related street improvements powers.

D. Pursuant to Section 32-1-1001(l)(m), C.R.S., the District has the power "to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district."

E. It is anticipated that the City will own and maintain some roadways within the District's service area (the "City Roadways") over which the District will have no authority.

F. It is anticipated that the District will own and maintain those roadways within the District's service area not accepted by the City (the "District Roadways").

G. Portions of the District Roadways are designated and posted as "No Parking Zones" in the interest of the public health, safety and welfare.

H. Attendant to its duties and obligations for the District Roadways, the District wishes to adopt parking rules and regulations to put District residents and guests on notice of the parking restrictions on District Roadways.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDY OAK TOD METROPOLITAN DISTRICT (THE "BOARD") OF THE CITY OF LAKWOOD, COLORADO THAT:**

1. The Board hereby determines that it is in the best interests of the District and members of the public using the District Roadways to exercise the authority granted under the Service Plan to adopt the Rules and Regulations attached hereto as Exhibit A and incorporated herein by this reference.

2. The District reserves the right, from time to time, to modify, amend or replace these Parking Rules and Regulations in conformance with the City of Lakewood or other relevant regulations then in effect.

3. Judicial invalidation of any of the provisions of this Resolution or of any paragraph,

sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

RESOLUTION APPROVED AND ADOPTED on January 29, 2026.

INDY OAK TOD METROPOLITAN  
DISTRICT

By: \_\_\_\_\_

Attest:

---

Secretary

## EXHIBIT A

### PARKING RULES AND REGULATIONS

1. Applicability. These Rules and Regulations shall apply to all roadways and portions of roadways, including alleyways, owned and maintained by the District as designated on Exhibit 1 attached hereto and incorporated herein by this reference (the "District Roadways").

2. Vehicles. For purposes of these Rules and Regulations, "vehicle" shall mean every device that is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks. Vehicle includes, without limitation, a motor vehicle, a motorcycle, a bicycle, electrical assisted bicycle, or EPAMD, but does not include a wheelchair, off-highway vehicle, farm tractor, or implement of husbandry designed primarily or exclusively for use and used in agricultural operations or any device moved exclusively over stationary rails or tracks or designed to move primarily through the air.

#### 3. Parking Violations.

a. Generally. For any District Roadways where authorized signs are posted giving notice of parking limitations, regulations, restrictions or prohibitions, it shall be unlawful for any person to park a vehicle in any manner in violation of, or contrary to, the provisions contained on such signs except when necessary to avoid conflict with other traffic, or in compliance with the directions of a police officer, or traffic-control signal, sign or device, or except momentarily for the purpose of loading or unloading passengers when such parking does not obstruct, impede or endanger any traffic.

b. No Parking Zones. Portions of the District Roadways are designated, and shall be posted, as No Parking Zones. The District reserves the right to further restrict or prohibit parking upon the District Roadways by adopting an amendment to these Rules and Regulations and posting said roadway(s) as a No Parking Zone or otherwise designating parking restrictions.

c. Handicap Space. It shall be unlawful for any person to park any vehicle in a designated handicap space upon the District Roadways without a valid disability placard or license plate.

d. Alleyways. It shall be unlawful for any person to park any vehicle upon the District Roadways comprised of alleyways, as designated in Exhibit I.

e. Fire Lane. It shall be unlawful for any person to park any vehicle upon the District Roadways in designated fire lanes.

f. Obstruction of Traffic. It shall be unlawful for any person to park any vehicle upon the District Roadways in such manner or under such conditions as to:

i. leave available less twenty (20) feet of width of the roadway for free movement of vehicular traffic; or

prevent another vehicle from accessing a valid parking zone or the District Roadways.

**Parking in Excess of Forty-Eight (48) Hours.**

It shall be unlawful for any owner or operator of a vehicle to leave that vehicle parked in the same place upon the District Roadways continuously for a period in excess of forty-eight (48) hours. A vehicle shall be considered in violation of this subsection if it has not been moved at least one hundred (100) feet during the forty-eight-hour period of time.

It shall be unlawful for the owner of an automobile junker to leave it parked upon the District Roadways for a period in excess of forty-eight (48) hours, regardless of location. The forty-eight-hour time limit includes the cumulative time spent on any District Roadways. For purposes of this subsection, an automobile junker is defined as a vehicle which 1s:

Apparently inoperable; and

Extensively damaged, such damage including but not limited to any of the following: broken windows, windshields, or both; missing wheels, tires, motor, or transmission.

**Parking in Opposite Direction of Traffic.** It shall be unlawful for any person to park any vehicle upon the District Roadways in a direction that is opposite to the regular flow of traffic.

**Landscaping.** It shall be unlawful for any person to park any vehicle upon any landscaped area owned and maintained by the District, including but not limited to rock beds and xeriscape areas.

**G) Flat Tire.** It shall be unlawful for any person to park any vehicle upon the District Roadways with a flat tire in excess of forty-eight (48) hours.

**Vehicle Repair.** It shall be unlawful for any person to park or operate a vehicle upon the District Roadways for the principal purpose of greasing, oiling, lubricating, painting or repairing such vehicle, except repairs necessary to remove the vehicle from the roadway, and which are required to be made because of an emergency.

**Recreational Vehicles.** It shall be unlawful for any person to park any house trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, self-contained motorized recreational vehicles or other types of recreational vehicles or equipment anywhere upon the District Roadway in excess of forty-eight (48) hours, regardless of location. The forty-eight-hour time limit includes the cumulative time spent on any District Roadways.

**Towing. Fines and Immobilization.**

Generally. The District reserves the right to have any vehicles parked on District Roadways in violation of these Rules and Regulations removed, towed or immobilized

(including booting) at the owner's cost and expense. Further, the District reserves the right to assess fines for parking violations against the vehicle owner. Except as otherwise provided in subsection 4.b below, any violation of these Rules and Regulations may result in immediate removal, towing or impoundment of the vehicle without prior notice to the owner or operator.

**Warning Citations.** The District shall cause a warning citation to be issued for vehicles parked in violation of subsections 3.g (Parking in Excess of Forty-Eight (48) Hours), 3.j (Flat Tire), 3.k (Vehicle Repair) and 3.1 (Recreational Vehicles). In the event that the condition of violation continues for more than forty-eight (48) hours following issuance of the citation, the District reserves the right to remove, tow or immobilize the vehicle at the owner's cost and expense in accordance with subsection 4.a above.

**Administrative Fee for Towing.** The District may assess an administrative fee for towing, which fee shall be collected as part of the general towing fee paid to the tow lot operator and remitted to the District or, alternatively, assessed to the vehicle owner directly by the District.

EXHIBIT 1 DISTRICT ROADWAYS



W 14th Ave

14th Ave



B &amp; L Roofing Inc

Pinnacle Home  
Exteriors, LLC

Golden Puzzle Room

Escape Room-  
Mystery Puzzle Room

**PARKING  
AREAS**  
**NO  
PARKING**

Hoyt St

