

WORK ORDER #2025-01
TO MASTER SERVICES AGREEMENT, DATED April 8, 2021

This Work Order is made and entered into this **11 day of December, 2025**, by and between **KINSTON METROPOLITAN DISTRICT NO. 1**, (the “District”), and **HIGH PLAINS ENVIRONMENTAL CENTER** (“Contractor”), collectively, the “Parties.” Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in that certain Master Services Agreement between the District and Contractor, dated **April 8, 2021** (the “Agreement”).

1. Services. The Services to be provided by Contractor pursuant to the terms of the Agreement and this Work Order are set forth in **Exhibit A-1** attached hereto and further described as follows: **Kinston O&M: Landscape management services.**

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Paragraph 1 to this Work Order and the District hereby agrees to pay Contractor for the satisfactory performance of the Services **Lump Sum of \$111,639.65**, as set forth in **Exhibit A-1** attached hereto. The District’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the District, as set forth in Section 13 of the Agreement. The District has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Work Order for the current fiscal year. Payment by the District for any Services rendered by Contractor in the subsequent fiscal year shall be subject to the District appropriating such funds for payment for the subsequent fiscal year.

3. Term. The term of this Work Order shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall terminate **December 31, 2026**.

4. Modification. This Work Order may not be amended, modified or changed, in whole or in part, except by a Change Order executed by the District and the Contractor. Any Change Order resulting in an increase in compensation shall be subject to the appropriation of funds by the District prior to the execution of a Change Order, as set forth in Section 13 of the Agreement.

5. Integrated Agreement. This Work Order has been issued pursuant to, and is hereby made a part of, the Agreement. The terms and conditions of the Agreement remain in full force and effect and shall apply to this Work Order and the Services performed hereunder.

IN WITNESS WHEREOF, the Parties have executed this Work Order as of the **11 day of December, 2025.**

KINSTON METROPOLITAN DISTRICT NO. 1:

Bryan Newby

By: _____

Its: _____

HIGH PLAINS ENVIRONMENTAL CENTER:



[Jim Tolstrup \(Dec 12, 2025 11:36:04 MST\)](#)

By: _____

Its: _____

EXHIBIT A-1 TO WORK ORDER #2025-01
SCOPE OF SERVICES AND PAYMENT FOR SERVICES



2698 Bluestem Willow Dr.
Loveland, CO 80538
Phone: (970) 622-9676
Jim Tolstrup Cell (907) 672-7862
Fax: (970) 613-1380

9/15/2025

Kinston Landscape Management 2026

- HPEC will walk the entire site weekly, note specific tasks needed, and provide direction to landscape management contractors (EDI).
- HPEC will provide direction for managing native grass including the timing and height of mowing, and timing of specific herbicide applications for weed management.
- HPEC will provide recommendations for additional plants in natural areas for habitat, and aesthetic enhancement.
- HPEC will provide oversight for bed management including timing of deadheading of specific plants.
- HPEC will provide recommendations for plant additions, or replacements for landscape beds.
- HPEC will provide oversight for water usage, frequency, and duration of irrigation cycles.
- HPEC will provide monthly reports to Pinnacle Management, McWhinney, and other concerned parties as needed regarding landscape condition and progress.
- HPEC will engage community residents with classes and other presentations and attend community meetings as necessary.

Total Contract Amount for 2026

HPEC Scope – \$14,561.69
EDI Scope – 97,077.96

Total Contract Amount \$111,639.65





Landscape Architecture		Construction	Maintenance	Water Management	Snow	Arbor
Golden	Centennial	Brighton	Castle Rock	Colorado Springs		Northern Colorado
303.432.8282	720.587.2520	303.287.9113	303.814.6070	719.867.1004		970.237.6225
www.environmentaldesigns.com						

LANDSCAPE MAINTENANCE AGREEMENT

Project Name: HPEC - Kinston Community Association

Project Address 6402 Union Creek Dr., Loveland, CO 80538

Proposal #: 129961

Effective Date: January 1, 2026

Termination Date: December 31, 2026

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of 1/1/2026 (the "Effective Date") by and between Environmental Designs, LLC (the "Contractor") and HPEC - Kinston Community Association (the "Client"). The Client and Contractor agree as follows:

1. SCOPE OF WORK

A. The Contractor agrees to perform the work and services under this Agreement at its sole expense for all labor, materials, services, equipment, and tools required to fulfill its obligations and to properly execute and complete the work as described more particularly on the attachment (the "Work") identified as Exhibit A.

2. TERM OF AGREEMENT

A. The Contractor shall commence work on the Effective Date and shall expire on the Termination Date unless sooner terminated as provided in Section 3. of this Agreement.

☐

If this box is checked and initialed by Client, and unless cancelled by either party per the terms of Section 3., this agreement shall automatically renew, indefinitely, on the annual anniversary of the Effective Date and all pricing shall increase on each annual anniversary at a 3% increase, or a rate equivalent to the year-over-year percent change in CPI-U, Denver-Aurora-Lakewood, CO for all items for the period closest to the renewal period that can be found at bls.gov, whichever is greater.

3. TERMINATION

- A. Either party may terminate this Agreement by written notice by certified mail to the other party. Notice to be given at least thirty (30) days prior to the effective date of such termination.
- B. Contractor and Client agree that the work performed is proportionally greater during the growing season. In the event of termination full payment for actual services performed or materials provided become due and payable on or before date of termination. In the event of pre-payment of services or materials not performed or provided, a refund will be due.
- C. If payment for services rendered is delinquent by thirty (30) days or more, Environmental Designs, LLC reserves the right to suspend services until the account is made current without any breach of contract.

4. GENERAL PROVISIONS

- A. The Contractor shall be responsible for any damages caused by his work force while performing the requirements of this agreement. The Contractor shall provide Labor and Materials for the repair or replacement of these damages.
- B. This proposal shall expire unless accepted in writing, by Client and an authorized agent of Contractor, as evidenced by their signatures below, and the offering party receives notice of acceptance within ten (10) calendar days of the date of this contract. If accepted, this document shall become a contract between Client and Contractor. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between Client and Contractor.
- C. This agreement constitutes the entire contract between the Client and Contractor, and any prior agreements pertaining thereto, whether verbal or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by both the Client and an authorized agent of Contractor. Any obligation in this contract that, by its terms, is intended to be performed after completion shall survive the same.

5. INSURANCE

A. During the term of this agreement, Contractor shall maintain general liability insurance, automobile liability insurance, employer's liability and workers compensation insurance covering its activities in connection with the services and any work order. Such insurance shall be in commercially reasonable amounts and evidence of such insurance will be provided to client upon request.

6. ADDITIONAL SERVICES AVAILABLE

A. Should any additional services be necessary and should Client desire Contractor to perform such or any other additional work requested by Client, Client may direct Contractor to make changes, additions, and deletions to the work, which shall be documented in a written "Change Order." Contractor shall promptly proceed in compliance therewith. Contractor shall submit, in writing, any claim for payment for the additional work. Additional work and or services will be billed separately, and all payments are due upon receipt. The performance of, and the payment for additional services are subject to all of the terms and conditions of this Agreement.

B. The Contractor offers the following services to complete their Landscape Maintenance & Construction Package:

1. Landscape Architecture and Design Services
2. Landscape construction projects
3. Water Management design, installation, and repairs
4. Seasonal floral: Design, installation, and maintenance including beds, pots, and hanging baskets
5. Plant Health Care (PHC) including pest control, fertilization, winter and deep root watering
6. Arbor care including tree pruning, tree removal, and stump grinding
7. Native and field grass mowing
8. Holiday lighting and seasonal decoration

7. LIMITED WARRANTY

A. Contractor warrants that its workmanship on all installation and repairs shall be performed in a good and workmanlike manner, and to be in accordance with generally accepted practices for similar services; and that any parts repaired or replaced by Contractor will be free from defects in workmanship until the end of this Agreement or for thirty (30) days, whichever is earlier. Client acknowledges that Contractor is NOT the manufacturer of the installed materials and equipment, and that Contractor makes no representations or warranties as to the installed materials and equipment or their specifications, fitness for a particular purpose, performance or merchantability other than as set forth in the preceding paragraph. Client agrees to look solely to such manufacturer to remedy any alleged deficiency in the installed materials and equipment and damages related directly or indirectly thereto.

CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES ON THE MATERIALS FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. PAYMENT SCHEDULE

A. All payments are to be made on or before that last day of each month. Billing cycle will be processed on the first for services performed for that month. Time and material charges will be invoiced separately and will be due NET 30 from date of invoice.

B. Payments past due fifteen (15) days shall incur a finance charge of 1.5% per month (18% per annum). ENVIRONMENTAL DESIGNS, LLC or its assignee shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, reasonable attorney fees.

C. In consideration for the Contractor's performance of the Work included in this agreement and before any Additional Services Addendums, if any, the Client will pay the Contractor as follows:

12 Monthly Installments of:	\$8,089.83
Starting:	January 2026
Ending:	December 2026
Total Contract Price:	\$97,077.96

D. In the event that the average fuel price index, as found on <http://www.denvergasprieces.com>, reach or exceed \$4.00 per gallon, a fuel surcharge of 3% will be applied to all invoices associated with this Maintenance Agreement until fuel prices drop below the aforementioned benchmark price, said surcharge shall increase 3% for every \$0.50 increase above the benchmark price of \$4.00 per gallon.

9. ACCEPTANCE

Environmental Designs, LLC

Branch

Contractor Signature

Date

Printed Name

HPEC - Kinston Community Association

6402 Union Creek Dr.

Loveland, CO 80538

970.672.7862

Client Signature

Date

Printed Name

EXHIBIT A

Scope of Services (the "Work")

Weekly Services	Frequency included in this Agreement	26
Weekly services shall include the monitoring of landscape areas for loose trash and debris, trimming of turf areas where necessary, weed control in beds, blowing of grass clippings from walks, porches, and curb lines, and mowing of all turf areas to a height of 3"-4" from May to September and twice monthly in April and October. Steel-blade edging along sidewalks and curbs will be performed bi-monthly from April to October.		
The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.		
Commercial Applicators are licensed by the Colorado Department of Agriculture.		
Aeration - Spring	Frequency included in this Agreement	1
A core aeration of all turf areas shall be performed in the Spring to minimize the compaction of the soil which will promote greater air movement within the ground and, in turn, promote a healthier, stronger root system for the turf.		
Fertilization - Spring Turf	Frequency included in this Agreement	1
Spring Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to a strong "green up" during the spring, and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season. The Spring Fertilization application of fertilizer is coupled with a granular pre-emergent weed control to mitigate germination of weeds in turf areas, reducing the overall volume of weeds to be controlled with a broadleaf herbicide.		
Fertilization - Summer Turf	Frequency included in this Agreement	1
Summer Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the hot summer season and with the slow-release nitrogen, the product not only benefits the turf for a longer period of time but also helps it to hold its color later into the season.		
Fertilization - Fall Turf	Frequency included in this Agreement	1
Fall Fertilization consists of an application of granular fertilizer containing a slow-release nitrogen compound applied to all turf areas. This application is crucial to maintaining a strong green appearance through the end of the growing season and will promote a healthy root system going into winter.		
Spring Leaf & Debris Clean-up	Frequency included in this Agreement	1
Spring leaf & debris clean-up consists of the cleaning of leaves, bed maintenance, and edging along sidewalks and hardscapes as determined by Contractor.		
Fall Leaf & Debris Clean-up	Frequency included in this Agreement	1
Fall leaf and debris clean-up includes the raking or blowing of leaves and removal from landscape areas after all of the leaves have fallen from the trees and shrubs on the property. All leaves and debris will be disposed of off site.		
Fall Leaf & Debris Clean-up - Round 2	Frequency included in this Agreement	1
Additional leaf and debris clean-ups will allow for multiple visits to rake, blow, and remove leaves and debris from the property. All leaves and debris will be disposed of off site.		
Prune / Cutback Grasses & Perennials	Frequency included in this Agreement	1
Prune/cutback of grasses and perennials includes the cutting of the ornamental grasses and perennials during the dormant season to promote healthy growth in the next growing season.		

EXHIBIT A

Scope of Services (the "Work")

Prune Trees & Shrubs

Frequency included in this Agreement

1

Any Tree trimming performed under this landscape maintenance contract will take place on trees and/or limbs below the height of 12ft. Trees are living, growing assets in your landscape, and while we cannot trim trees in a manner that stunts their growth, thus holding the tree to a height under 12ft, as landscape and arborist professionals, we can offer proactive tree care solutions to maintain the health and safety of the tree for years to come. Those tree care solutions are offered in addition to this contract and can be customized and presented to you by setting up an appointment with your Arborist representative.

Types of Tree Care Proactive Solutions offered:

Crown Raising:

Crown Raising is the process in which we remove lower branches that are impeding on pedestrian, vehicular, or line-of-site. To avoid leaving wounds or marks, regular raising of the canopy should occur on younger trees. The reason for raising is to accommodate more urban environments as well as maintain a level of safety and security. It is generally implemented when tree limbs get in the way of structures or people. The preferable clearance for structures is 10'-15'.

Canopy Reduction:

Reduction is a practice that focuses on the skillful and discriminate reduction of stems that may need to be cut back for several reasons. One of the practices we do **NOT** do is topping trees. When you top trees, you remove crucial branches or trunks that cause large wounds in the trees, leaving them open to decay. We want to respect the natural branching of a tree; to keep the beauty of a tree one should avoid topping.

Reduction requires in depth knowledge about how a tree grows back and which branches are necessary. We can preserve your tree's natural form but perform the necessary cuts to keep your tree healthy and manageable

Canopy Thinning:

This is often performed on trees that are overgrown. Often, thinning is necessary for tree structural reasons. Also, increased light penetration (to help your grass or other plants grow) is often a reason for such pruning. The best practice is to not remove more than 15%-20% of the foliage on the tree and one should only be cutting branches that are 2 inches thick.

Structural/Corrective Pruning of Young Tree's:

This pruning practice is probably the most overlooked by clients and so-called tree care professionals. Because most site conditions in an urban environment allow for more light to your tree than if it was in the forest, your tree grows much differently than its natural setting. Proper structural growth for your tree from tree establishment is crucial for the health of your tree later in life, particularly in the context of storm damage prevention.

There are several steps to proper structural pruning including:

1. Selecting the branch that will be the dominant trunk
2. Identify branches that will be competing with the dominant trunk
3. Removing or shortening the branches

Deadwood/Risk Reduction Pruning:

This straightforward pruning practice removes all dangerous and aesthetically displeasing dead wood

Prune Trees & Shrubs - Touchup

Frequency included in this Agreement

1

This service includes additional rounds of selective pruning of nuisance growth and site restrictions on shrubs and ornamental trees (up to 10' in height and branches 2" or less in diameter) on site.

Pruning Trees & Shrubs - Winter

Frequency included in this Agreement

1

This service includes one additional round of selective pruning of nuisance growth and site restriction on shrubs and ornamental trees (up to 10' in height and branches 2" or less in diameter) during the winter months.

Pruning / Roses and Ornamentals

Frequency included in this Agreement

1

This service includes the hand pruning and deadheading of roses on site.

EXHIBIT A

Scope of Services (the "Work")

Irrigation Activation	Frequency included in this Agreement	1
This service includes the activation of the irrigation system and a full system check. If any repairs are necessary to complete the activation of the irrigation system, a proposal for said repairs will be delivered for approval. Any delay in approving Spring Activation Repairs may result in a delay in fully activating the irrigation system.		
Irrigation Checks - Bi-Weekly	Frequency included in this Agreement	14
This service includes checking the irrigation system for proper operation, the minor adjustment of irrigation heads, and irrigation timer adjustments. In the event of a non-operable condition not caused by the Contractor's mowing operations, any irrigation system repairs necessary will be corrected and billed at \$81.00 per man hour plus materials and machine if necessary. This includes raising and lowering irrigation heads, clearing of plugged lines, replacement of broken or missing irrigation heads, redesign work, additions, valve locating, Irrigation Timer repairs and replacements, toning or tracing wires, and anything that requires digging or excavation.		
Contractor provides 24-Hour Emergency Irrigation Service. Contractor also maintains an after hours emergency phone line that can be called outside of business hours to reach a member of the irrigation team for water leaks. Outside of normal weekly business hours of 7am-5pm, weekends and company holidays will be billed \$150 per hour at a two hour minimum.		
Water Manager of smart irrigation controllers will be billed at \$105 per hour.		
Irrigation Winterization	Frequency included in this Agreement	1
This service includes a fully system shutdown and Winterization.		
Irrigation Backflow Certification	Frequency included in this Agreement	1
This service includes the necessary certifications of all backflow devices on the property.		
Pre-Emergent Application-Beds	Frequency included in this Agreement	1
This service includes the spraying of a pre-emergent weed control pesticide on all beds and adjacent walks.		
The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.		
Commercial Applicators are licensed by the Colorado Department of Agriculture.		
Broadleaf Application Round 1	Frequency included in this Agreement	1
This service includes one broadcast application of a selective post-emergent weed control pesticide to all turf areas.		
The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.		
Commercial Applicators are licensed by the Colorado Department of Agriculture.		
Broadleaf Application Round 2	Frequency included in this Agreement	1
This service includes one spot spray or full broadcast application of a selective post-emergent weed control pesticide to all turf areas as needed.		
The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.		
Commercial Applicators are licensed by the Colorado Department of Agriculture.		

EXHIBIT A Scope of Services (the "Work")

Broadleaf Application Round 3	Frequency included in this Agreement	1
This service includes one additional spot spray or full broadcast application of a selective post-emergent weed control pesticide to all turf areas as needed. The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.		

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Spray Tech: Post Emerged Crabgrass	Frequency included in this Agreement	1
This service includes one additional spot spray or full broadcast application of a post-emergent crabgrass and other off grass weed control to all turf areas as needed. Service is recommended to be done in late summer after crab grass has emerged. The Contractor shall be selective in the chemical controls used so as to ensure against an improper application that may cause damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety the user(s), the public, residents, and their properties. The Contractor shall meet all Colorado State and Environmental Protection Agency (EPA) licensing requirements.		

Commercial Applicators are licensed by the Colorado Department of Agriculture.

Winter Services	Frequency included in this Agreement	24
Winter Services are included in this agreement and consist of a weekly policing of the property for removal of loose trash & debris weather permitting.		

Dog Stations	Frequency included in this Agreement	52
Dog Station Maintenance is included under this agreement and shall consist of a periodic check of dog waste bags and emptying the attached trash receptacle.		

Native Weed Treatments & Spot Spraying	Frequency included in this Agreement	3
This Service includes spraying the native grass areas with a broadleaf herbicide for weed control.		

Native Mowing - Beauty Bands	Frequency included in this Agreement	5
This service includes the periodic mowing of all beauty bands adjacent to pathways.		

Native Mowing Round 1 - June	Frequency included in this Agreement	1
This service includes one round of mowing of the native areas associated with this agreement.		

Additional Services Addendums

In the event that any Additional Services are included in this agreement they shall be attached hereto as an Addendum to this Exhibit A and if executed properly shall be incorporated into the Scope of Services (the "Work") and any fees and terms shall be incorporated into this agreement.