

VENTANA METROPOLITAN DISTRICT
 Regular Board Meeting
Monday, April 15, 2024 – 6:00 p.m.
 11007 Hidden Prairie Parkway, Fountain, CO 80817

**** Please join the meeting from your computer, tablet or smartphone****

<https://video.cloudoffice.avaya.com/join/516109091>

You can also dial in using your phone.

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Board of Director	Title	Term
Eric Farrar	President	May 2025
Christina Sparks	Vice President	May 2025
Michael Laurencelle	Treasurer/ Secretary	May 2025
Mick Schuhmacher	Assistant Secretary	May 2027
Rich Vorwaller	Assistant Secretary	May 2027

Public invited to attend

AGENDA

1. Call to Order
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters
3. Approval of Agenda
4. Public Comment (Limit to 3 minutes and for items not on the agenda)
5. Regular Business Items (These items are routine and may be approved by one motion. There will be no separate discussion of these items unless requested, in which event the item will be heard immediately)
 - a. Approval of the Board Meeting Minutes from March 18, 2024 (enclosure)
 - b. Approval of Payables for the Period ending April 15, 2024 (enclosure)
 - General Fund – \$ 36,882.05
 - Bond Fund – \$ 284,044.26
 - **TOTAL – \$ 320,926.31**
 - c. Acceptance of Unaudited Financial Statements as of March 31, 2024, and the Schedule of Cash Position Updated as of March 31, 2024 (enclosure)
6. Market Update/Construction/Operations
7. District Management Matters & Report
 - a. Review Managers Report (enclosure)
 - i. Violation report
 - ii. Architectural Report
 - iii. Playground Inspection Report
 - b. Update on Recreation Center Operations – Kevin Whatley

8. General Business
 - a. Review Playground Inspection Report and Consider Approval for Repairs (enclosure)
 - b. Review and Consider Approval of Facilities Manager Job Description (under separate cover)
 - c. Review and Consider Approval of Landscape Maintenance Agreement - Ventana South, Filing 3
9. Executive Session
10. Adjourn
 - a. Next regularly scheduled Board Meeting is May 20, 2024 at 6:00 p.m.





VENTANA METROPOLITAN DISTRICT

Regular Board Meeting

Monday, March 18, 2024 – 6:00 p.m.

The meeting was held virtually only due to weather:

<https://video.cloudoffice.avaya.com/join/728897121>

Eric Farrar, President - Term to May 2025

Christina Sparks, Vice President - Term to May 2025

Michael Laurencelle, Treasurer / Secretary - Term to May 2025

Mick Schuhmacher, Assistant Secretary - Term to May 2027

Rich Vorwaller, Assistant Secretary - Term to May 2027

MINUTES

1. Call to Order: President Farrar called the meeting to order at 6:12 p.m.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters: President Farrar confirmed a quorum was present with Director Schumacher excused. All disclosures were properly filed with the Department of Local Affairs, State of Colorado by Mr. Susemihl.

Directors in attendance were:

Eric Farrar
Michael Laurencelle
Christina Sparks
Rich Vorwaller
Mick Schuhmacher

Also in attendance were:

Heather Smith, WSDM – District Managers
Kevin Whatley, Rec Center
Clint, Resident
Wyatt, Resident

3. Approval of Agenda: President Farrar noted that item 8 VCC Matters no longer required discussion and should therefore be removed. President Farrar moved to approve the Agenda with the elimination of item 8 VCC Matters; seconded by Director Vorwaller. Motion passed unanimously.
4. Public Comment: The meeting was opened for public comment.
5. Regular Business Items: After review, President Farrar moved to approve the Regular Business Items as presented; seconded by Director Sparks. Motion passed unanimously.
 - a. Approval of the Board Meeting Minutes from January 15, 2024

- b. Approval of Payables for the Period ending March 18, 2024
 - General Fund – \$ 22,488.38
 - Bond Fund – \$ 0.00
 - **TOTAL – \$ 22,488.38**
 - c. Acceptance of Unaudited Financial Statements as of February 29, 2024, and the Schedule of Cash Position Updated as of February 29, 2024
6. Market Update/Construction/Operations: Director Vorwaller provided an update on Ventana South and noted that the City of Fountain has issued a final letter of review notes regarding Filing 3, which indicated development will pick-up again soon.
 7. District Management Matters & Report
 - a. Review Managers Report: Ms. Smith presented the monthly Managers Report for March.
 - b. Update on Recreation Center Operations: Ms. Smith provided an update on Rec Center operations.
 8. General Business
 - a. Review and Consider Approval of Pool Equipment Repair Proposals: Ms. Smith presented eight (8) proposals for repairs and maintenance of various pool equipment. Kevin Whatley stated that he could address the plumbing repairs cheaper than the price proposed and suggested tabling the proposal pending further investigation into the Facilities Manager making the repair. Ms. Smith explained that the proposal for replacement Handi-Lift chairs might have a cheaper manual option. Director Sparks expressed concern regarding consistent damage to the Handi-Lift chairs by children and suggested that a manual option would be more cost effective. President Farrar agreed and requested that the chair proposal be tabled, pending review of alternatives. After review, Director Schumacher moved to approve the remaining proposals as follows from Front Range Aquatech; seconded by Director Vorwaller:
 - i. Skimmer Grate Replacement
 - ii. Pump Motor Replacement
 - iii. LED Lights on Pool & Spa
 - iv. Pool Filter Replacement
 - v. Pool Heater Diverting Valve
 - vi. Chemical Controller RepairsMotion passed unanimously.
 - b. Review and Consider Approval of Rec Center Facilities Manager Job Description: Ms. Smith presented the draft revisions to the Facilities Manager Job Description. After review, the item was tabled pending further review and discussion at the April Board Meeting.
 9. Adjourn: President Farrar moved to adjourn the General Session of the meeting at 7:41 p.m. and open an Executive Session for the purpose of reviewing employee matters; seconded by Director Sparks. Motion passed unanimously.
 10. Executive Session: After discussion, President Farrar moved to adjourn the Executive Session of the meeting and return to General Session; seconded by Director Sparks. Motion passed unanimously.
 11. Adjourn: President Farrar moved to adjourn the meeting; seconded by Director Vorwaller. Motion passed unanimously.
 - a. Next regularly scheduled Board Meeting is April 15, 2024 at 6:00 p.m.

Respectfully submitted,

By: _____
Secretary for the Meeting

THESE MINUTES ARE APPROVED AS THE OFFICIAL JANUARY 15, 2024 MINUTES OF THE VENTANA METROPOLITAN DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

Eric Farrar, President

Christina Sparks, Vice President

Michael Laurencelle, Treasurer

Mick Schuhmacher, Assistant Secretary

Rich Vorwaller, Assistant Secretary



Ventana Metropolitan District

PAYMENT REQUEST

4/15/2024

GENERAL FUND ACCOUNT

Company	Invoice	Date		Comments
Black Hills Energy	5322274450	3/29/2024	334.66	Auto Pay
Cintas	8406759488	3/31/2024	140.00	
City of Fountain Utilities	10005472-02	3/15/2024	528.07	Auto Pay - Rec
City of Fountain Utilities	10005630-03	3/15/2024	131.03	Auto Pay - Park
City of Fountain Utilities	10005686-02	3/15/2024	51.23	Auto Pay - Tract
City of Fountain Utilities	10006794-01	3/15/2024	51.23	Auto Pay - Tract
City of Fountain Utilities	10006795-00	3/15/2024	23.60	Auto Pay - Tract
Colo Spec Districts Prop & Liab Pool	23WC-60036-2739	2/4/2024	63.00	Paid Online
Comcast	849790010058248	4/2/2024	399.25	Auto Pay
HBS	FR4058976	3/31/2024	7,943.41	
Mailing Services Inc	19146	3/19/2024	74.32	
Rocky Mountain Aqua Care	22724	2/27/2024	572.46	
Rocky Mountain Aqua Care	022724-1	2/27/2024	2,610.61	
Rocky Mountain Aqua Care	022724-2	2/27/2024	1,907.63	
Rocky Mountain Aqua Care	022724-3	2/27/2024	1,805.44	
Rocky Mountain Aqua Care	022724-4	2/27/2024	1,029.35	
Rocky Mountain Aqua Care	022724-5	2/27/2024	4,510.61	
Rocky Mountain Playground	1118	3/24/2024	600.00	
Susemihl, McDermott & Downie, P.C	36081	3/31/2024	825.00	
Weisburg Landscape Maintenance	54682	3/31/2024	5,000.00	
Weisburg Landscape Maintenance	54844	3/22/2024	598.75	
Weisburg Landscape Maintenance	53379	1/3/2024	120.00	
WSDM District Managers	7962	3/31/2024	7,562.40	
TOTAL			\$ 36,882.05	

BOND FUND ACCOUNT

Description	Date	Amount	Comments
UMB Bank	3/10/2024	\$ 284,044.26	Oct 23-Feb 24 Pledged Revenue
TOTAL		\$ 284,044.26	

TOTAL FOR ALL FUNDS

\$ 320,926.31

_____, Director



Ventana Metropolitan District

Balance Sheet

As of March 31, 2024

	Mar 31, 24
ASSETS	
Current Assets	
Checking/Savings	
1105 · Eastern Colorado Bank -Checking	414,816.77
1106 · Eastern Colorado Bank - Savings	448,306.36
2002 · UMB - Bond Fund	633,101.81
2003 · UMB - Debt Service Reserve Fund	495,518.55
2004 · UMB - Cost of Issuance	14,342.16
Total Checking/Savings	2,006,085.65
Other Current Assets	
1310 · Due from Developer	32,741.59
1390 · Undeposited Funds	953.34
Total Other Current Assets	33,694.93
Total Current Assets	2,039,780.58
Fixed Assets	
Property and Equipment	
Community Improvements	7,368,932.95
Total Property and Equipment	7,368,932.95
1505 · Parks	1,500,000.00
1510 · Pool	732,344.00
1540 · Accumulated Depreciation	-246,780.00
Total Fixed Assets	9,354,496.95
TOTAL ASSETS	11,394,277.53
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts Payable	324,214.53
Total Accounts Payable	324,214.53
Other Current Liabilities	
2100 · Payroll Liabilities	1,341.96
Total Other Current Liabilities	1,341.96
Total Current Liabilities	325,556.49
Long Term Liabilities	
2700 · Series 2023A Bonds	10,550,000.00
2702 · Series 2023B Bonds	2,828,000.00
Total Long Term Liabilities	13,378,000.00
Total Liabilities	13,703,556.49
Equity	
3000 · Opening Balance Equity	24,298.52
3910 · Retained Earnings	-2,614,312.28
Net Income	280,734.80
Total Equity	-2,309,278.96
TOTAL LIABILITIES & EQUITY	11,394,277.53

Ventana Metropolitan District

Profit & Loss Budget vs. Actual

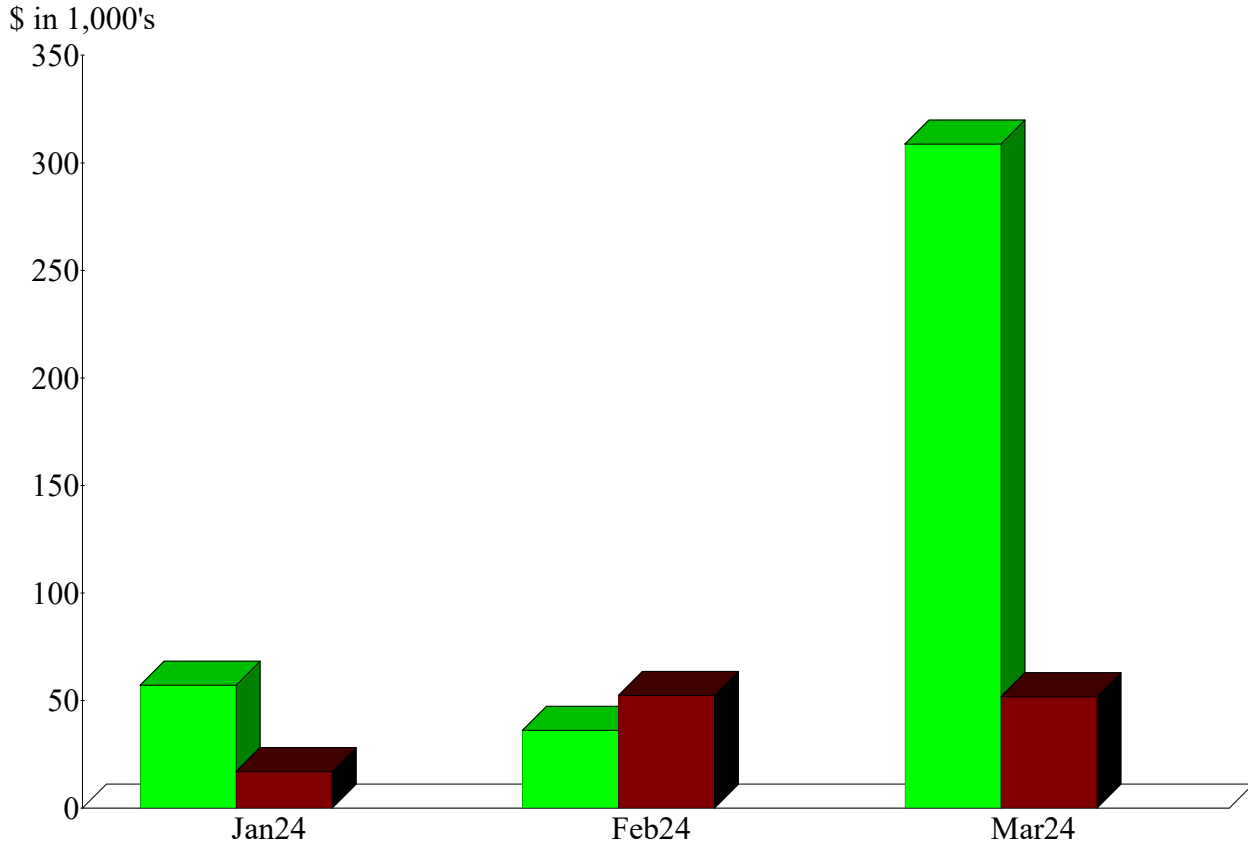
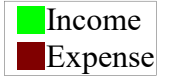
January through March 2024

	TOTAL				
	Mar 24	Jan - Mar 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
1-100 · General Fund Income					
1-1000 · Late Fee	297.95	1,077.65			
1-1100 · Recreation Center Dues					
1-1105 · Ventana Residents	8,831.15	68,981.65	210,672.00	-141,690.35	32.74%
Total 1-1100 · Recreation Center Dues	8,831.15	68,981.65	210,672.00	-141,690.35	32.74%
1-1200 · Trash Service	1,591.11	21,044.23	93,416.00	-72,371.77	22.53%
1-1300 · Rental Security Deposit	0.00	0.00	4,000.00	-4,000.00	0.0%
1-1401 · Treasurer Tax Income					
1-1400 · Current - O&M	57,213.64	57,213.64	132,743.00	-75,529.36	43.1%
1-1500 · Specific Ownership - O&M	1,027.09	2,116.18	9,262.00	-7,145.82	22.85%
Total 1-1401 · Treasurer Tax Income	58,240.73	59,329.82	142,005.00	-82,675.18	41.78%
1-1600 · Park Fee Advance	0.00	0.00	72,360.00	-72,360.00	0.0%
Total 1-100 · General Fund Income	68,960.94	150,433.35	522,453.00	-372,019.65	28.79%
2-100 · Debt Service Fund Income					
Treasurer Taxes					
2-1000 · Current- Debt	232,052.80	232,052.80	538,394.00	-306,341.20	43.1%
2-1200 · Specific Ownership - Debt	4,165.76	8,582.99	37,688.00	-29,105.01	22.77%
Total Treasurer Taxes	236,218.56	240,635.79	576,082.00	-335,446.21	41.77%
Total 2-100 · Debt Service Fund Income	236,218.56	240,635.79	576,082.00	-335,446.21	41.77%
Total Income	305,179.50	391,069.14	1,098,535.00	-707,465.86	35.6%
Expense					
1-200 · General Fund Expense					
1-1450 · O&M-Treasurer's Collection Fee	858.21	858.21	1,991.00	-1,132.79	43.1%
1-1700 · Audit	0.00	0.00	9,500.00	-9,500.00	0.0%
1-1705 · Bank Fees	0.00	0.00	10.00	-10.00	0.0%
1-1900 · Copies & Postage	136.72	955.20			
1-2000 · Recreation Center					
1-2300 · Utilities	1,490.59	3,072.73	45,000.00	-41,927.27	6.83%
1-2306 · Maintenance/ Repairs	0.00	345.97	7,000.00	-6,654.03	4.94%
1-2307 · Fitness Equipment Maintenance	0.00	0.00	4,000.00	-4,000.00	0.0%
1-2310 · Supplies	504.38	504.38	4,500.00	-3,995.62	11.21%
Total 1-2000 · Recreation Center	1,994.97	3,923.08	60,500.00	-56,576.92	6.48%
1-2001 · Pool Expense					
1-2020 · Chemicals	0.00	0.00	10,000.00	-10,000.00	0.0%
1-2040 · Water	0.00	0.00	295.00	-295.00	0.0%
1-2050 · Repair/ Maintenance	0.00	12,486.67	32,000.00	-19,513.33	39.02%
Total 1-2001 · Pool Expense	0.00	12,486.67	42,295.00	-29,808.33	29.52%
1-6160 · Dues and Subscriptions	0.00	915.53	1,500.00	-584.47	61.04%
1-6180 · Insurance	0.00	-13,222.00	15,000.00	-28,222.00	-88.15%
1-6200 · Park/ Landscape					
1-603 · Landscape Repair/ Replace	0.00	6,005.75	31,700.00	-25,694.25	18.95%
1-6205 · Maintenance	5,600.00	15,600.00	60,000.00	-44,400.00	26.0%
1-6210 · Utilities	785.16	2,566.60	70,000.00	-67,433.40	3.67%
Total 1-6200 · Park/ Landscape	6,385.16	24,172.35	161,700.00	-137,527.65	14.95%

Ventana Metropolitan District Profit & Loss Budget vs. Actual January through March 2024

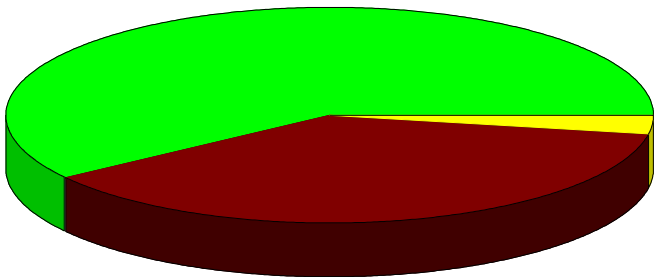
	TOTAL				
	Mar 24	Jan - Mar 24	Budget	\$ Over Budget	% of Budget
1-6240 · Miscellaneous	0.00	0.00	10,000.00	-10,000.00	0.0%
1-6490 · Office Supplies	0.00	1,135.81	8,000.00	-6,864.19	14.2%
1-6570 · Professional Fees					
1-2500 · Trash Service	7,943.41	23,729.60	94,429.00	-70,699.40	25.13%
1-2701 · District Management	7,500.00	22,500.00	50,400.00	-27,900.00	44.64%
1-2705 · VCC - Covenant Enforcement	0.00	0.00	39,600.00	-39,600.00	0.0%
1-6572 · Legal Fees	825.00	1,387.50	15,000.00	-13,612.50	9.25%
Total 1-6570 · Professional Fees	16,268.41	47,617.10	199,429.00	-151,811.90	23.88%
1-6620 · Rental Security Deposit Refund	0.00	0.00	4,000.00	-4,000.00	0.0%
1-6650 · Snow Removal	663.75	1,392.50			
6560 · Payroll Expenses	6,874.64	20,713.09	92,622.00	-71,908.91	22.36%
Total 1-200 · General Fund Expense	33,181.86	100,947.54	606,547.00	-505,599.46	16.64%
2-200 · Debt Service Expense					
Treasurer's Fee					
2-1050 · Debt-Treasurer's Collection Fee	3,480.80	3,480.80			
Treasurer's Fee - Other	0.00	0.00	8,076.00	-8,076.00	0.0%
Total Treasurer's Fee	3,480.80	3,480.80	8,076.00	-4,595.20	43.1%
2-6075 · Bond Expense					
Cost of Issuance	13,183.77	14,683.77			
Paying Agent Fee	2,000.00	2,000.00	4,000.00	-2,000.00	50.0%
Total 2-6075 · Bond Expense	15,183.77	16,683.77	4,000.00	12,683.77	417.09%
2-6200 · Interest Expense	0.00	0.00	685,750.00	-685,750.00	0.0%
Total 2-200 · Debt Service Expense	18,664.57	20,164.57	697,826.00	-677,661.43	2.89%
3-200 · Capital Project Fund Expense					
2-6000 · Capital Improvements	0.00	200.00			
Total 3-200 · Capital Project Fund Expense	0.00	200.00			
Total Expense	51,846.43	121,312.11	1,304,373.00	-1,183,060.89	9.3%
Net Ordinary Income	253,333.07	269,757.03	-205,838.00	475,595.03	-131.05%
Other Income/Expense					
Other Income					
2-7010 · Interest Income - Debt	3,513.02	10,977.77	750.00	10,227.77	1,463.7%
Total Other Income	3,513.02	10,977.77	750.00	10,227.77	1,463.7%
Net Other Income	3,513.02	10,977.77	750.00	10,227.77	1,463.7%
Net Income	256,846.09	280,734.80	-205,088.00	485,822.80	-136.89%

Income and Expense by Month
January through March 2024



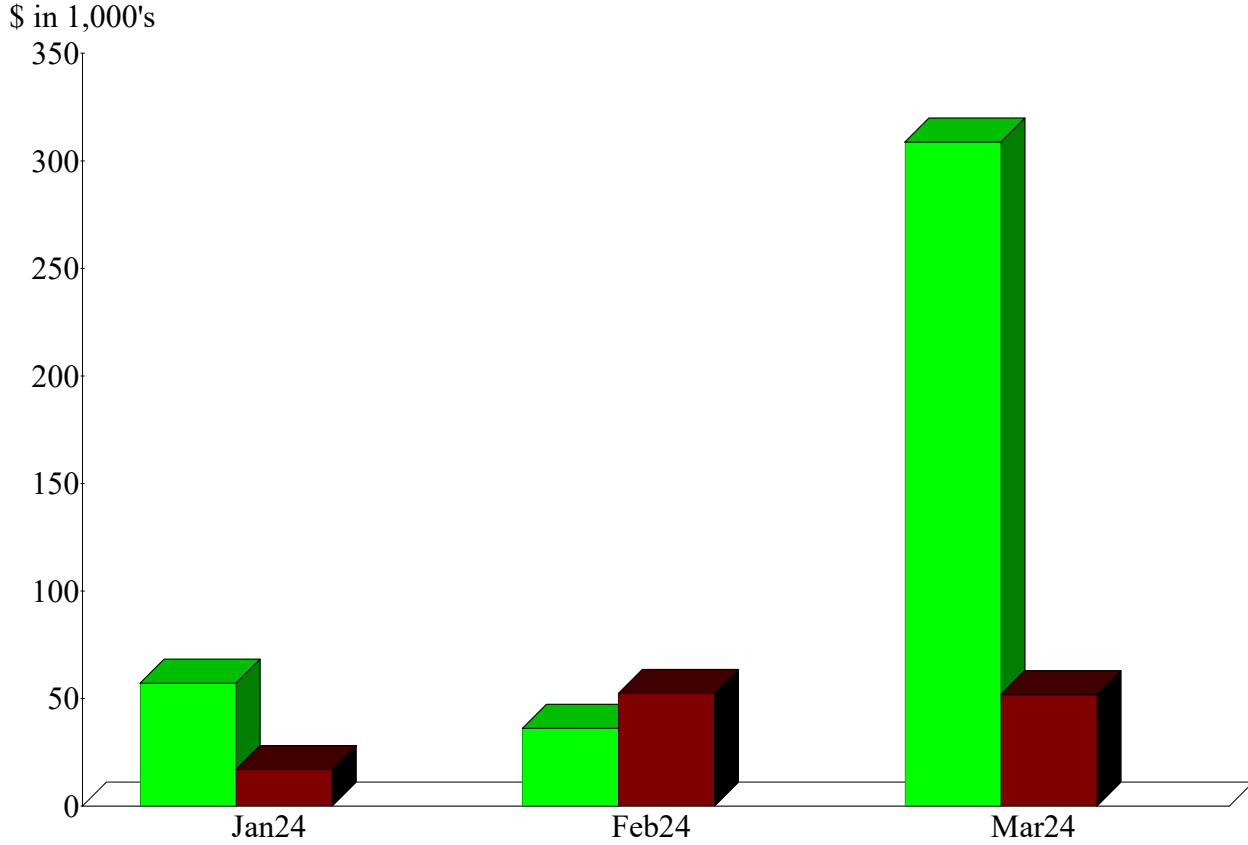
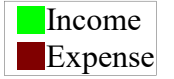
Income Summary
January through March 2024

2-100 · Debt Service Fund Income	59.85%
1-100 · General Fund Income	37.42
2-7010 · Interest Income - Debt	2.73
Total	\$402,046.91



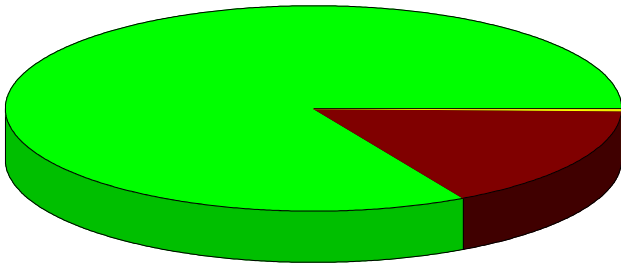
By Account

Income and Expense by Month
January through March 2024



Expense Summary
January through March 2024

1-200 · General Fund Expense	83.21%
2-200 · Debt Service Expense	16.62
3-200 · Capital Project Fund Expense	0.16
Total	\$121,312.11



By Account





MEMORANDUM

TO: VENTANA METROPOLITAN DISTRICT BOARD OF DIRECTORS
FROM: HEATHER SMITH
SUBJECT: MANAGERS REPORT FOR APRIL 15, 2024, MEETING
DATE: APRIL 10, 2024
CC: KEVIN WALKER
BOARD PACKET

Management Matters:

- Billing Review:
 - All 2nd Quarter Billing sent out (4/8/2024)
 - 120 Q1 Reminder Letters sent out (2/6/2024)
 - 37 Q1 Second Reminder Letters sent out (3/6/2024)
 - 0 Payment arrangement(s)
 - 8 Liens currently
- Monthly newsletter went out 4/1/2024

Recreation Center Update:

- Drywall repairs are needed in the fitness center, the woman's restroom, and the pool maintenance room.
- The new computer has been installed and the cameras are once again visible.
- The pool repair proposals are in place and work is pending scheduling.
- We have not made any progress with upgrading the internet at the Rec Center. It seems most local providers do not provide business service in the area.
 - Comcast (current provider) services can be adjusted and by eliminating the primary tv coverage, we can increase our speed while keeping the monthly contract price approximately the same.
 - Lumen has options for offering a hot-spot at the Rec Center for guest use, but a proposal requires additional information. Eric will speak with them to nail down the service options.
 - CenturyLink, Quantum, and Ting do not provide business service in the area.
- Facilities Manager job description is in process of being updated to better reflect our expectation.
- Periodic reviews are needed for the Rec Center Staff!

Website Updates:

- Recent changes by the Colorado Legislature have installed requirements for public entities to meet certain website accessibility benchmarks. WSDM is in the process of reviewing each page, link, document, and widget to ensure your District meets the mark.

Landscape Maintenance Status/ Review:

- Spring clean-up is underway.

- Revisions to the Landscape Plan to reduce the number of trees required are still in the process of being reviewed by the City.

Park and Trail Updates:

- The park playground has been inspected and the inspection record has been added as attachment to this report. There are a number of repairs needed and RMP is working to obtain pricing for parts to provide a proposal for repairs.

VCC Matters:

- Violation Highlights:
 - 116 Violations Issued (2024 in to-date)
 - 49% Weeds & Trimming
 - 14% Holiday Lighting
 - 8% Storage of Equipment or Tools
 - 7% Parking of Recreational Vehicles
 - 11% Storage of Play Equipment
 - 11% Other
- Architectural Submission Highlights:
 - 15 Applications Received (2024 in to-date)
 - 29% Shed
 - 18% Patio / Arbor / Deck
 - 12% Solar Panels
 - 6% Paint
 - 6% Landscaping
 - 29% Other
 - 11 approved as submitted
 - 1 approved with stipulations
 - 1 denied
 - 2 awaiting additional information

VMD Violation Tracker

Cited Violation:

116 Responses



Data	Response	%
Maintenance - Weeds & Trim: Section 4.08 of the Covenants states, "The...	57	49%
Maintenance - Holiday Lighting: Section 15.04.070, Chapter 6, subsection...	16	14%
Storage - Play Equipment: Section 3.17 of the Design Guidelines states, "A...	13	11%
Storage - Equipment or Tools: Section 4.03 of the Covenants states, "Out...	9	8%
Vehicles - Commercial or Recreational: Section 4.11(a) of the Covenants st...	8	7%
Other entries	13	11%

VMD Violation Tracker

Date Violation Issued:

116 Responses

Data	Responses
01-03-2024	1
01-30-2024	22
01-31-2024	21
02-01-2024	40
02-13-2024	9
03-07-2024	13

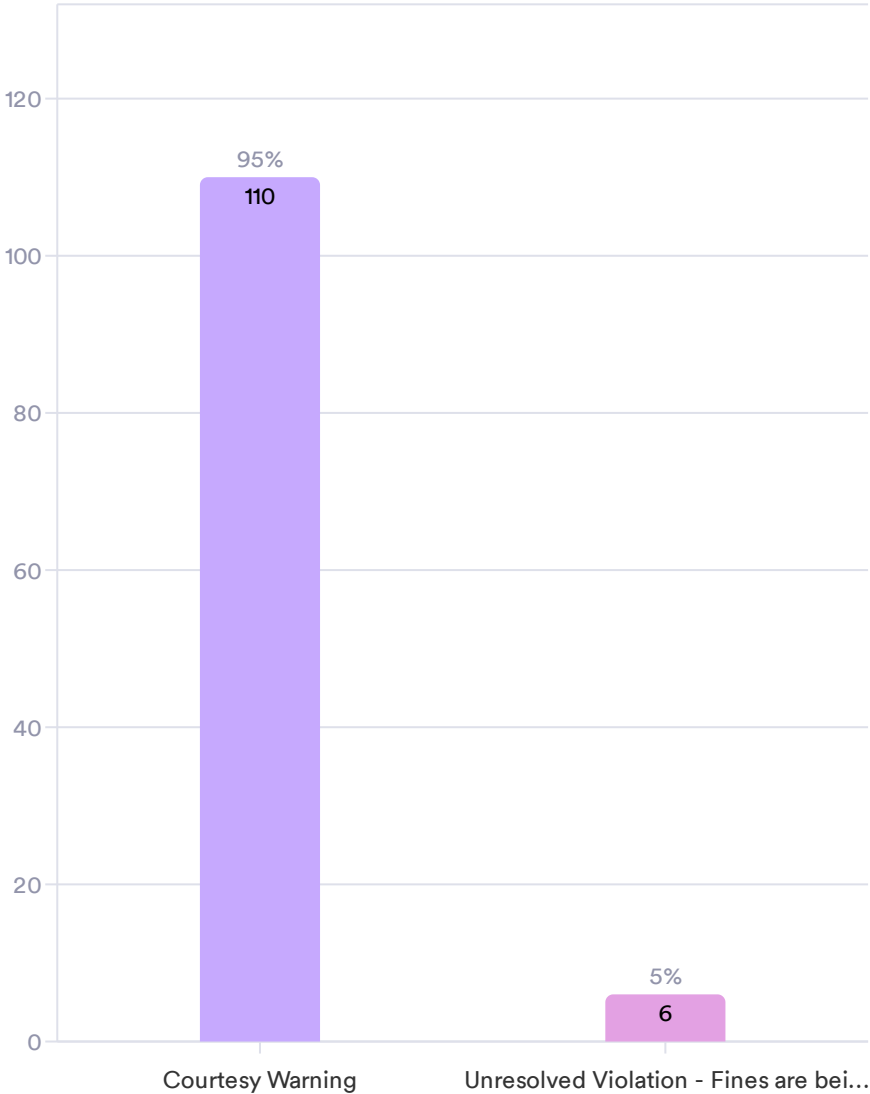
Fine to be Applied:

54 Responses

Data	Responses
\$10/ week until resolved	20
\$20/ month until resolved	19
\$20/ week until resolved	5
\$50/ month until resolved	4

Level of Warning

116 Responses



Ventana Metropolitan Architectural Submission/ Application Form

Approval / Denial

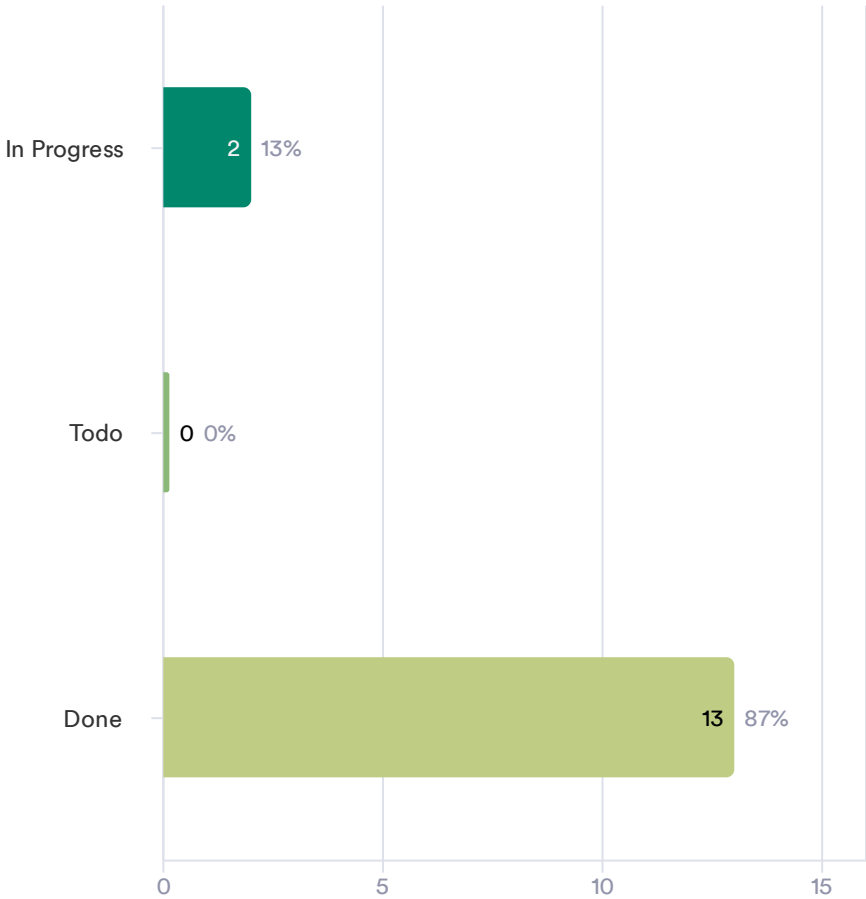
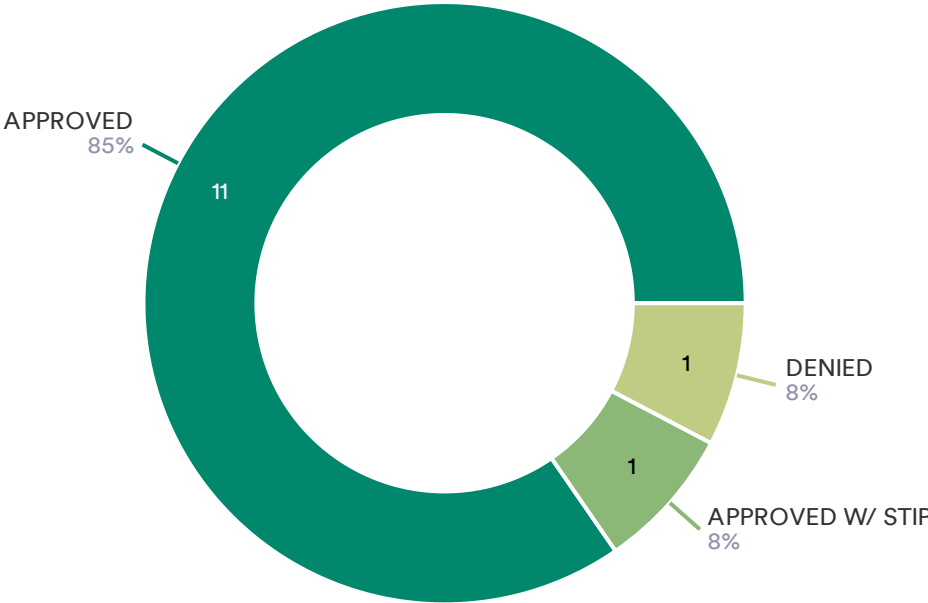
13 Responses

Data	Response	%
APPROVED	11	85%
APPROVED W/ STIPULATIONS	1	8%
DENIED	1	8%
DENIED W/ STIPUTLATIONS	0	0%

Current Status of Submissions

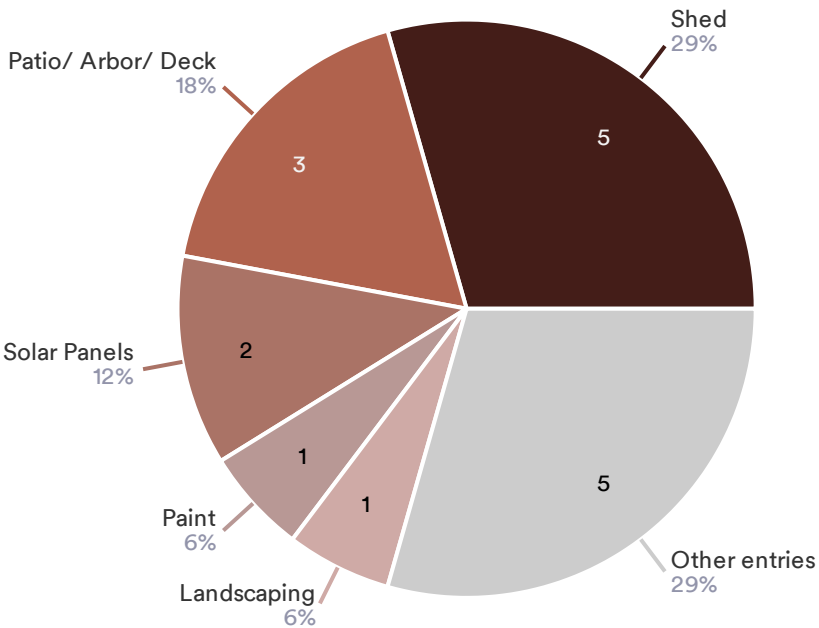
15 Responses

Data	Response	%
In Progress	2	13%
Todo	0	0%
Done	13	87%



Ventana Metropolitan Architectural Submission/ Application Form

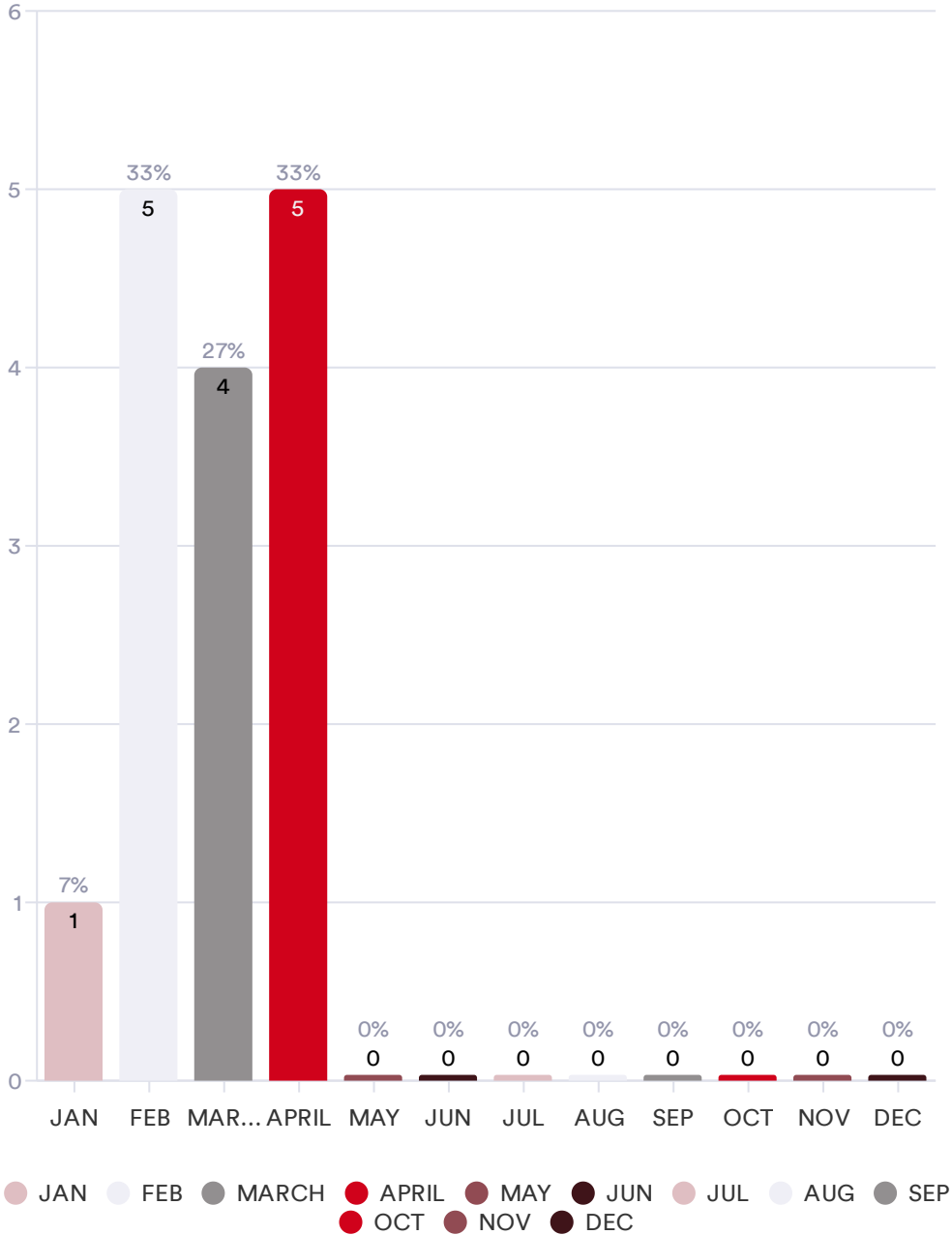
Type of Improvement



Data	Response	%
Shed	5	29%
Patio/ Arbor/ Deck	3	18%
Solar Panels	2	12%
Paint	1	6%
Landscaping	1	6%
Other entries	5	29%

When submissions have been reviewed

15 Responses







rmplaygroundservices.com

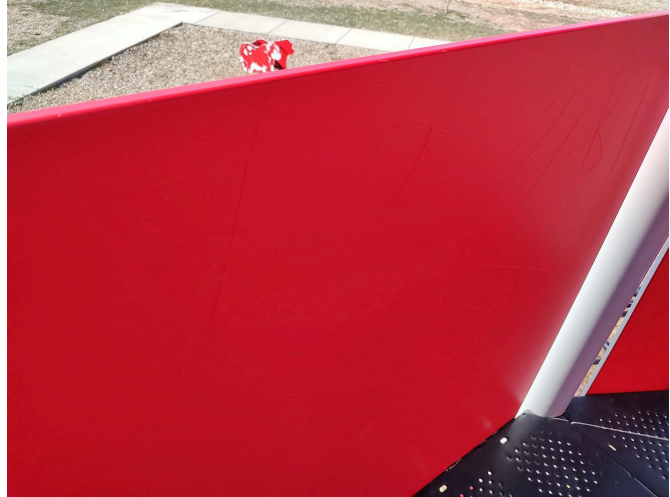
PLAYGROUND LOW FREQUENCY INSPECTION FORM



Ventana Metro District




Inspected By	Keith Kroening (CPSI)	Date	3/23/2024	Start/Finish Time	10am - 11am
Temp.	50 Degrees	Conditions	Sunny		

Priority Hazards designated in red: 1) Could result in death or serious injury and needs to be dealt with immediately, 2) Could result in minor injury and should be corrected when time permits, 3) Is compliant but has been noted as an eventual potential risk.

Site Inspection Items	Yes	No	N/A	Inspection & Repair Comments
Play area is free of vandalism (damage, graffiti, burns, etc.)		X		<ul style="list-style-type: none"> A number of gashes in the plastic panels throughout the playground. This may expose users to sharp points (CPSC 3.4)(Priority 3 Hazard - All scratches hit with a torch to smooth out sharp edges by Keith Kroening on 3/23/2024) 

				<ul style="list-style-type: none"> ● Marking on barriers. Attempted to remove but the markings are still slightly visible. Recommend bringing out a professional graffiti removal company (No Priority Hazard) 
No poor drainage areas		X		<ul style="list-style-type: none"> ● The EWF is holding a lot of water, and I was unable to determine where the daylight for the drainage is. You may want to refer to previous design documents and determine if drainage was actually installed. If it was, it may be blocked up or damaged (as there were a number of vehicle tire tracks where I would assume the drain would run sub-surface). You may have to hire a company to clear out your drainage to work adequately. Again, we may want to wait for time from the last snow to determine whether it is draining regularly (ASTM-F2075)(Priority 2 Hazard) 
No obstruction of play area	X			

Concrete footers are below fall material and not exposed		X		<ul style="list-style-type: none"> The concrete footers for the spring riders are all exposed. It appears that the spring riders may have been installed about 6 to 8" too high. These footers are creating trip hazards and hard surfacing if children were to fall off. Recommend removal of spring riders, or pulling them out and setting them at correct depths (CPSC 2.6)(Priority 1 Hazard)
				
All signs and labels are present and legible		X		
Fences secure and complete without any protrusions			X	
Gates in working order			X	
Pathways undamaged and free from obstructions	X			
Nearby trees appear to be in good condition and not likely to fall	X			
All surrounding borders in good condition	X			
Equipment free of insects and nests	X			
Equipment General	Yes	No	N/A	Inspection & Repair Comments
All equipment components, including collars, supports are secure and free from decay at ground level.	X			
No abnormal wearing of components	X			
Are supports secure in the ground and are all fixings secure	X			
Hardware is present and cannot be moved or loosened by hand		X		<ul style="list-style-type: none"> Hardware that is connecting interactive panel to plastic is missing

in multiple spots. Recommend replacing missing hardware (CPSC 2.5.2)(Priority 3 Hazard)



- Loose hardware on one of the barriers (CPSC 2.5.2)(Priority 3 Hazard - Hardware resecured by Keith Kroening on 3/23/2024)



Platforms/Decking and steps are clear of debris	X			
No wearing or tripping hazards present with platforms/decking	X			
All timber and metal work undamaged and free from corrosion	X			
All safety barriers and guardrails present and adequate for age group	X			
Equipment work properly without undue noise	X			
Hardware in good condition	X			
Capped ends	X			
Paint – no deterioration, peeling, cracking chipping or chalking	X			
No sharp points, corners, edges or loose welds	X			
No entanglement or impalement points	X			
No protrusions	X			
No projections		X		<ul style="list-style-type: none"> Hazardous projections present when there are more than 2 threads exposed beyond a nut end. Recommend shearing bolt ends off and smoothing out all burs (CPSC 3.2)(Priority 1 Hazard)



- On the access climber to the composite structure, there are more than 2 threads exposed beyond the nut ends. Recommend shearing off extra threads and smoothing out burs (CPSC 3.2)(Priority 3 Hazard)



No pinch, crush or shearing points	X			
No tripping hazards	X			
No suspended hazards (cables, wires, ropes)	X			
No metal rusts/wood rot	X			
No head entrapment	X			
No loose handholds/rails	X			
No loose step/ring/rung	X			
No loose nuts/bolts or need replaced	X			
No missing or broken parts	X			
No work/frayed cables	X			
Swings	Yes	No	N/A	Inspection & Repair Comments
Swing seats are in good condition, unbroken and no exposed metal (no cuts, cracks, or missing seats)		X		<ul style="list-style-type: none"> Internal metal of the bucket seats have worn and has deformed. When it does this, there is a potential for children to get stuck in the swing seats. Recommend replacement of both bucket seats (CSPC 2.5.1)(Priority 3 Hazard)



"S" hooks and clasps are in good condition and closed	X			
Seats fixed securely (with secure center bar on cradle seats)	X			
The chains intact and in good condition with less than 40% wear	X			
Equipment Stable	X			
Slides	Yes	No	N/A	Inspection & Repair Comments
No loose steps or rails, slippery	X			
Smooth / Adequate surfaces	X			
No loose screws/bolts	X			
No broken parts or missing hardware	X			
No Entanglement Hazards, Cracks or Gaps	X			
No Exposed Footing	X			
Handrails secure and in good condition	X			
Is the chute securely fixed, undamaged and clear of foreign	X			

objects (needles, sharps, etc.) check under sides of chute				
Rocking & Spring Items	Yes	No	N/A	Inspection & Repair Comments
All supports and springs present and secure and free from decay at ground level	X			
Ground fixings secure and undue movement	X			
Does the item move smoothly and noiselessly	X			
Adequate Handhold Sizes	X			
All hand grips and foot rest present and securely fixed	X			
Climbing and Agility Items	Yes	No	N/A	Inspection & Repair Comments
All supports and springs present, secure and free from decay at ground level	X			
All timber or metal work undamaged and free from corrosion		X		<ul style="list-style-type: none"> The access climber to the tallest decking is broken at both connection pieces to the support rails at the bottom. Recommend replacing climber panel wall (CPSC 2.5.1)(Priority 2 Hazard)



Are all the bars in place, securely fixed and any tube ends plugged

X

- Barrier entrance at the top of the climber wall to the tallest decking is missing the rivets to its collars to prevent movement. Recommend placing rivets that were never installed. This would have been identified in a playground "Audit" before ownership was transferred to

community (CPSC 2.5.2)(Priority 2
Hazard)







- Where a climber accesses the composite structure it looks like the metal is bent which is causing an entanglement hazard. Recommend sealing gap with construction grade silicone (CPSC 3.2)(Priority 1 Hazard)





Any overhead bars/rings all present securely fixed and do bars not rotate

X

All ropes or chains present and in good condition and firmly fixed	X			
All nuts and bolts secure without any projecting thread		X		<ul style="list-style-type: none"> Where the barrier attaches to the deck near the access climber, it is missing connecting hardware. Recommend replacing missing hardware (CPSC 2.5.2)(Priority 3 Hazard) 
No loose ropes not from a loop	X			
Cable Runways	Yes	No	N/A	Inspection & Repair Comments
All supports present, secure and free from decay at ground level			X	
All timber or metal work undamaged and free from corrosion			X	
The supports secure in the ground and take off platforms in good condition			X	
Is the cable in good condition and securely fixed at each end			X	
Is the seat securely fixed with chains in good condition			X	
Does the trolley move easily and noiselessly and are guards intact			X	
If hand grips are present, are they in good condition			X	
If trackway, is it free from rust and are all joints level			X	
Surfacing	Yes	No	N/A	Areas need surfacing/raking
Type: EWF Depth: 12" Depth		X		<ul style="list-style-type: none"> Safety surfacing is inadequate in the playgrounds. The low levels are presenting a number of pieces of equipment to not meet their height

				requirements. Injuries due to falls are the number one reason for injuries in playgrounds, this is why it is important to maintain an adequate level to prevent injuries. The playgrounds have indicators on the support structures to indicate where surfacing levels should be. 4" of EWF should be added (CPSC 2.4, ASTM-1292)(Priority 1 Hazard)
Are safety surfaces undamaged and free from any trip hazards	X			
Is safety surfacing level with surrounding ground not causing trip hazards		X		<ul style="list-style-type: none"> EWF unlevel throughout playgrounds presenting a number of ware and trip hazards (CPSC 2.4 & ASTM-1292)(Priority 2 Hazard - Low Spots were raked in by Keith Kroening on 3/23/2024)
Surface material is free of weeds, animal waste, glass, trash, needles, sharps and any other debris		X		<ul style="list-style-type: none"> Drainage rocks were placed in the low spots under the belt swings. Large rocks are not intended as a safety surfacing. Recommend continued maintenance and regular raking of low spots (ASTM-F1292)(Priority 1 Hazard - Rocks removed by Keith Kroening on 3/23/2024 and low spots raked in) 
If surfacing is grass, is it in good condition without undue wear			X	
Rotating Items (Horizontal or Vertical)	Yes	No	N/A	Inspection & Repair Comments
Is it undamaged and is the platform level			X	
Does it revolve smoothly and noiselessly			X	

All safety features present			X	
Any protruding bolts etc. under the platform			X	
Additional Items	Yes	No	N/A	Inspection/Repair Comments
Playground Installed at Correctly		X		<ul style="list-style-type: none"> I believe that when this playground was installed, I'm assuming that the developer did not convey the correct finished grade for the equipment to sit. Due to this, as soon as the EWF is below the concrete line, it is no longer compliant. This is creating issues with ADA accessibility, depth of footers for spring riders, slide exits being too high, and level stickers showing on all equipment. No recommendation as this should have been addressed during installation or in a playground "Audit" before ownership was transferred (Multiple Compliance Issues)(Priority 1 Hazard)
				  <ul style="list-style-type: none"> During the design process it should have been addressed that a

				<p>playground should not be located in a 100 year flood area. Due to the poor decision on this part, the playground now has a lot of water moving through the materials. This will break down the EWF quickly and it may need to be replaced completely every couple of years to prevent complete decomposition and molding of the EWF. No recommendation as this should have been addressed during the design/development phase of the project (ASTM-F2075)(Priority 2 Hazard)</p>  
Swing mats for belt swings	X			<ul style="list-style-type: none"> ● A standard that I recommend, especially if there is not regular monthly maintenance occurring at the playgrounds, is to install swing mats under the belt swings. Adding these mats will prevent the displacement of

				EWF and maintain a proper impact attenuating surface.

Work order numbers (list all that apply): _____

Repairs during Inspection Completed by: Keith Kroening Date: 3/24/2024

Other repairs completed by: _____ Date: _____

Reviewed by: _____ Date: _____

Heather Smith

From: Rocky Mountain Playground Services <rmplaygroundservices@gmail.com>
Sent: Monday, March 25, 2024 10:30 AM
To: Heather Smith
Subject: Re: FW: RMPS Inspection Service Agreement - Ventana Metro District (LFI 2023_2024) between WSDM, LLC and Eric Farrar is Signed and Filed!

Hey Heather,

Thank you for reaching out!!!!

I will begin to work on the quote for the parts that you requested. It usually takes about a week before the distributor gets me a quote back.

As for the playground in the retention basin. I know there are a number of playgrounds that designers and developers are trying to utilize these blank spaces, but they are not doing it well in my experience. The reason I say this, is that the Engineered Wood Fiber (the wood chips), is not meant to be saturated for long periods of time, or else the decomposition period will accelerate (this also causes molds to form, which can be anoxic to the users). The holding of water will also accelerate the breakdown of metals and concrete footers. This high water table will more than likely carry away the safety surfacing as well, as it is very porous. With your specific playground it is hard to tell the time frame for drainage on this, as I know we just had storms recently, but I did visit a number of other sites last week where they had drained over a short period of time and the EWF was completely dry. In conclusion, I would always reject the design of having a play area for children in an area meant to retain water, but if this was the intention, to have it more elevated than the other areas, as to have this be the first area to drain. If the developers are dead set on putting a playground on a retention basis, I would have been very diligent on the installation and design of the drainage as well as choosing a different safety surfacing that may hold up to the impacts of water a little better, such as PIP.

At this point, my recommendation would be to continue inspection and assess needs for drainage and surfacing as needed going forward.

I hope this information helps and please do not hesitate to ask any other questions you may have!!!!

On Mon, Mar 25, 2024 at 8:35 AM Heather Smith <heather.s@wsdistricts.co> wrote:

Good Morning,

Thank you for the inspection report. Will you please provide an itemized proposal for the replacement of each damaged or worn part and missing hardware?

Just a note on the grading and drainage, this playground sits at the bottom of an active retention basin and is intended to flood. We have seen up-to 4-feet of water pooled in the area during heavy rains and it is intended to drain slowly out of a outlet located about 60 yards to the southwest of the playground. Does that change your perspective on any of the grading and drainage issues?



Heather Smith

From: Kristy M. Martinez <Kristy@fountaincolorado.org>
Sent: Thursday, March 28, 2024 12:01 PM
To: Heather Smith; Ben Sheets; Todd Evans; Robert Mcdonald
Cc: gslaughter@drexelbarrell.com; Erin Ganaway; Kevin Walker; Rebecca Harris
Subject: RE: [EXTERNAL EMAIL] - Ventana South Filing 3 Landscape Maintenance Agreement response from District

Heather,

Thank you for taking some time to speak with Todd Evans, Deputy City Manager and myself yesterday regarding the City's requirement for a landscape maintenance agreement for the landscaped area within the public rights-of-way (ROW). As we discussed, this is a requirement that is being imposed on all developments that have any landscaping or landscape materials within the ROW. When metro districts or HOAs are in place, the City is requiring these entities to maintain these areas to ensure that the long-term maintenance is addressed.

If you have any other questions please let me know.

Thank you,

Kristy Martinez, AICP
Planning Manager
City of Fountain | 116 S. Main Street
www.fountaincolorado.org
office: 719-322-2015



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To Strengthen & Support Our Community

From: Heather Smith <heather.s@wsdistricts.co>
Sent: Friday, March 22, 2024 11:31 AM
To: Kristy M. Martinez <Kristy@fountaincolorado.org>; Ben Sheets <bsheets@fountaincolorado.org>; Todd Evans <TEvans@fountaincolorado.org>; Robert Mcdonald <RMcdonald@fountaincolorado.org>
Cc: gslaughter@drexelbarrell.com; Erin Ganaway <EGanaway@ChallengerHomes.com>; Kevin Walker <Kevin.w@wsdistricts.co>; Rebecca Harris <rebecca.h@wsdistricts.co>
Subject: RE: [EXTERNAL EMAIL] - Ventana South Filing 3 Landscape Maintenance Agreement response from District

Caution:

This email originated from outside the City of Fountain network. Do not click links or open attachments unless you recognize the sender and know the content is safe. Never provide your network username and password requested via email. Please call the IT Help Desk at 719-322-2085 if you are unsure of the integrity of this message.

- Helpdesk

Good Morning Kristy,

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (the "Agreement") is made this ____ day of _____, 20__, by and between the City of Fountain, Colorado, a home rule city and municipal corporation (the "City") and Ventana Metropolitan District (the "District"), For Landscape and Irrigation Improvements within Public Rights-of-Way adjacent to the development known as Ventana South Filing No. 3 (the "Property").

RECITALS:

WHEREAS, certain landscaping improvements including irrigation improvements have been constructed along: Traders Parkway, Tesoro Drive, Esperanza Way, and Contento Drive of the Property as shown the Landscaping Plan attached to and made a part of this Agreement as Exhibit A, and as described in the legal description attached to and made a part of this Agreement as (the "Designated Area"); and

WHEREAS, the Property located within the Property and City will benefit from maintenance of the Designated Area by the District; and

WHEREAS, the District and the City desire to enter into an agreement under which the District will maintain landscaping in the Designated Area in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and of the covenants and conditions provided herein, the parties hereto agree as follows:

I. COVENANTS AND AGREEMENTS

A. Purpose of Agreement; Routine Maintenance. Under the terms of this Agreement, the District agrees to provide all required and necessary landscape and other maintenance services ("Routine Maintenance") to the Designated Area as set forth in this Agreement. The District shall either: (1) enter into a separate service contract with a service provider to provide routine maintenance to the Designated Area ("Service Provider"); or (2) provide such maintenance through members of the District. References in this Agreement to shall include the Service Provider. A copy of any service contract entered into by the District with a Service Provider shall be attached to this Agreement and shall include a provision satisfactory to the City that the Service Provider: (a) agrees to comply with the terms of this Agreement and (b) termination by the City of this Agreement constitutes termination of the authorization of the Service Provider to provide Routine Maintenance services in the Designated Area.

Routine Maintenance shall consist of picking up, carrying away and disposal of trash, watering and fertilizing trees, plants and shrubs, weeding, sweeping grass clippings and other debris from sidewalks, and trimming and edging vegetation along the sidewalk and fences. Routine Maintenance shall include green grass areas in order to maintain irrigated turf grass at two (2) to four (4) inches in height and non-irrigated native turf grasses at four (4) to six (6)

inches in height. Occasional mowing elsewhere will also be required to limit unwanted weeds and vegetation to a maximum height of nine (9) inches or less. Clean edging and sidewalk sweeping shall immediately follow any adjacent mowing. Turf mowing, occasional mowing elsewhere, and landscape maintenance as set forth in this Section shall occur every week commencing March 1st through October 31st.

Routine maintenance shall also include tree plant, and shrub trimming and watering. Trimming shall generally be limited to maintenance of uniform shape/ canopy with proper sight distance at intersections including 7-foot head clearance above sidewalks, 15-foot head clearance above streets and no side overhang along the edges of streets, sidewalks or trails. Sucker sprouts from base of trunks shall also be removed. Any other trimming shall only be permitted with the prior consent of the City's Street or Parks Superintendent or designee ("City Superintendent"). All trimmed tree branches shall be removed and properly disposed of by the District or its service provider.

The City Superintendent has the authority, at any time, to notify the District to adjust or stop any Routine Maintenance within the Designated Area if the City Superintendent believes that any of the services are not appropriate or necessary. (Example: During drought times where there is not active growth of vegetation to warrant mowing or where the frequency of plant watering may need to be adjusted due to weather conditions.) The City Superintendent shall have authority to direct and interpret how the Routine Maintenance set forth in this Agreement is to be performed.

B. License. The City hereby grants the District a revocable license to maintain the improvements within the Designated Area, which license includes the right of ingress and egress to and from the Designated Area, for the purpose of implementing this Agreement and for no other purpose. So long as the District is not in violation of this Agreement, the District's right to maintain the improvements within the Designated Area shall be an exclusive right of the District and any Service Provider selected by the District to maintain the Designated Area.

C. Safety Measures. In connection with the performance of any Routine Maintenance or any other activities in or about the Designated Area, the District shall observe all necessary safety measures, and shall be required to comply with any additional safety measures required to be obtained from the City.

D. Insurance. During the term of this Agreement, the District shall carry and maintain at the District's expense, liability insurance that covers any and all injury to any person or property on or in the Designated Area, in an amount not less than One Million dollars (\$1,000,000). This policy shall be kept in force at all times during the term of this Agreement. During the term of this Agreement, the District shall cause any Service Providers retained by the District to perform Routine Maintenance within the Designated Area to procure and maintain (1) comprehensive general and automobile liability insurance in the sum of not less than \$1,000,000 per occurrence and (2) workers' compensation and employer's liability insurance in amounts deemed satisfactory to the City. Except for the worker's compensation insurance, the City shall be named as an additional insured. The City Shall be provided a certificate of insurance setting

forth this insurance coverage and providing that the insurance coverage shall not be cancelled unless ten (10) days written notice to the City is provided.

E. Obligations Limited. Except as otherwise provided in this Agreement, the District's obligations under this Agreement are limited solely to providing Routine Maintenance to the Designated Area and shall not be construed to entail the assumption by the District of any other liabilities and/or responsibilities.

F. Water. The District, in fulfilling the obligations under this Agreement shall use water only from the meter pit installed and metered by the City. This meter pit is located in **Tract C of Ventana South Filing 1**. No other water source will be used to irrigate this subdivision. Water used from this meter pit shall only be used by the District to fulfill the District's obligation under this Agreement and for no other purpose. Water used from this meter pit shall be billed by the City of Fountain through its Utility Enterprise to the District for payment by the District.

II. GENERAL PROVISIONS

A. Term. This Agreement shall remain in full force and effect for a period of one (1) year. Thereafter, the Agreement shall automatically renew each year unless terminated as set forth below.

B. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to constitute a waiver on the part of the City of any governmental immunity which it may enjoy under the Colorado Revised Statutes or other law.

C. Termination. This Agreement may be terminated on ten (10) days written notice by either party to the other party.

D. Notice. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing and shall be deemed delivered on the happening of either of the following: hand delivery to the parties at the addresses set forth below; or three (3) days following said written notice being sent certified mail, postage prepaid and return receipt requested, to the addresses set forth below:

City:	City of Fountain 116 South Main Street Fountain, CO 80817 Attn: Public Works Director
District:	Ventana Metropolitan District 614 N. Tejon St. Attn: Rebecca Harris

Each party shall have the right, by giving written notice to the other parties, to change the address at which its notices are to be received.

E. Amendment. Any amendments or modifications to this Agreement must be reduced to writing and executed by the parties hereto, or their successors or assigns to be valid and binding.

F. Severability Clause. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which will be legal, valid and enforceable.

G. Governing Law. The terms, covenants and provisions of this Agreement and the services performed under this Agreement shall be governed by and construed under the applicable laws of the State of Colorado, the Fountain Municipal Code, Ordinances of the City of Fountain and the City Charter.

H. Assignment. This Agreement shall be binding upon successors and assigns of the District. The District shall notify the City of the name and address of assignee upon assignment of this Agreement and shall notify the City of the name and address of a successor to the Property Owners. Such notification shall be in writing and made within ten days after such occurrence. Compliance by a Service Provider shall not be construed as an assignment of this Agreement.

I. Section Headings. The section headings contained herein are included for reference purposes only.

J. Enforcement of the Agreement. The Parties acknowledge and agree that this Agreement may be enforced in law or in equity by a decree of specific performance, damages, or such other legal and equitable relief as may be available to either party provided that in no event shall either Party be liable to the other Party under contract, tort, or any other legal theory for incidental, consequential, indirect, punitive, special losses or special damages of any kind.

K. Non-waiver of Rights. No failure by a party to insist upon the strict performance of any term, covenant or agreement contained in this Agreement, and no failure by a party to exercise any right or remedy under this Agreement, shall constitute a waiver of any such term, covenant or agreement, or a waiver of any such right or remedy.

L. Compensation. The District shall be responsible for paying all expenses necessary in carrying out this Agreement. No compensation will be paid by The City to the District or any service provider of the District.

M. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which will constitute an original agreement, but all of which together will constitute a single agreement. A facsimile transmitted copy of this Agreement executed by one

of the Parties hereto will be accepted as a copy of this Agreement originally executed by such Party.

N. Independent Contractor. In the performance of the District's obligations under this Agreement, it is understood, acknowledged and agreed between the parties that the District and the District's Service Provider are at all times acting and performing as an Independent Contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the District performs the District's obligations under this Agreement, except as otherwise stated within the terms of the Agreement.

O. Indemnification. The District and the District's Service Provider agree to indemnify, defend and hold harmless the City of Fountain, City Council, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the District's obligations or actions under this Agreement. The District and the service provider shall not be required to indemnify the City for any negligent acts of the City or its employees. In accord with the restrictions of the City Charter and Colorado Constitution, nothing in this Agreement shall be construed as, or is intended to create, any indemnification or holding harmless of the District by the City.

CITY:

CITY OF FOUNTAIN, a home rule city and
municipal corporation

By: _____

Title

ATTEST:

City Clerk

**DISTRICT:
VENTANA
DISTRICT**

METROPOLITAIN

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
)ss.
COUNTY OF EL PASO)

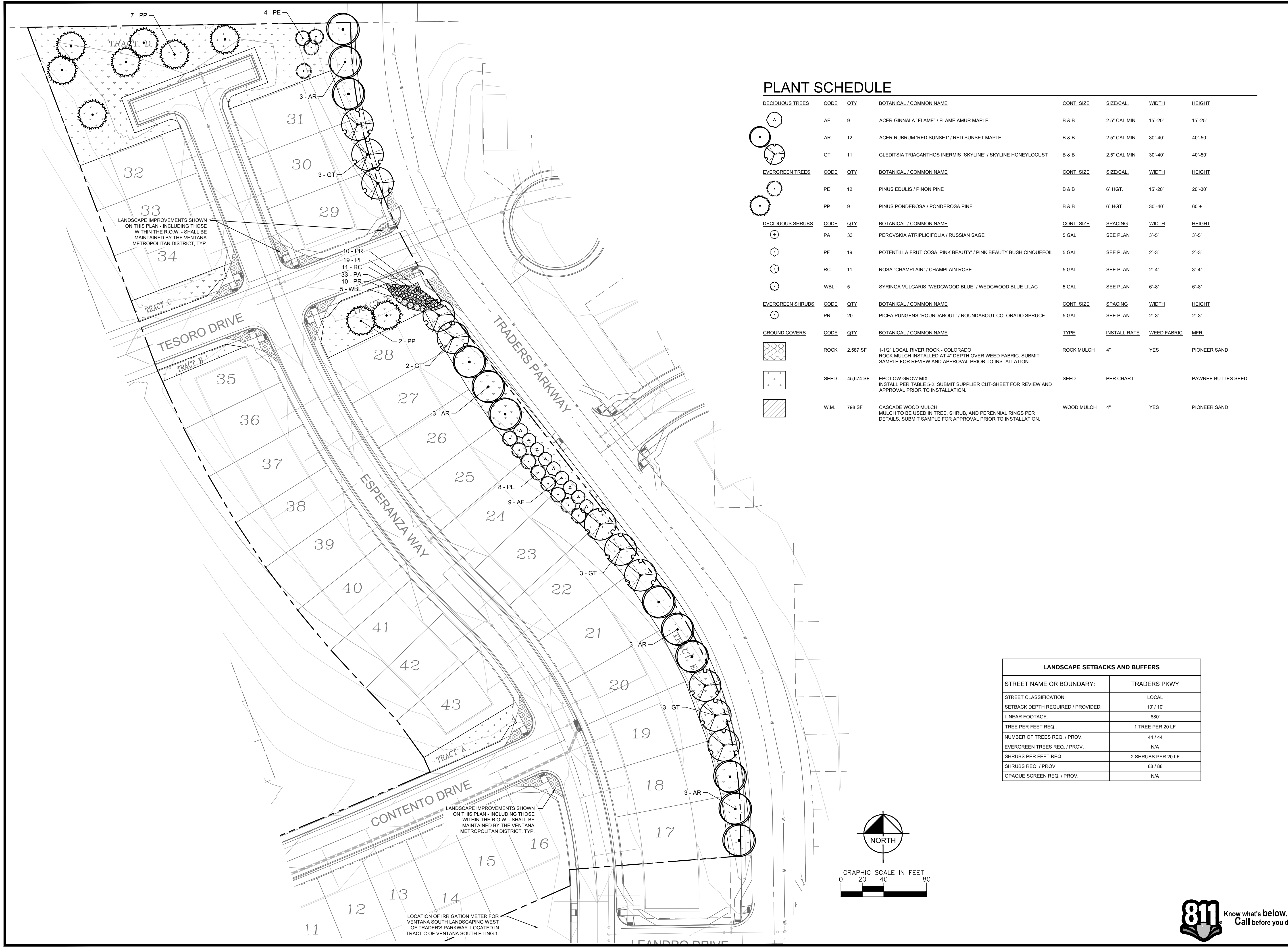
 This instrument was acknowledged before me this ____ day of
_____, 20__ by _____ as _____ of
_____.

My Commission Expires: _____

Notary Public

EXHIBIT A

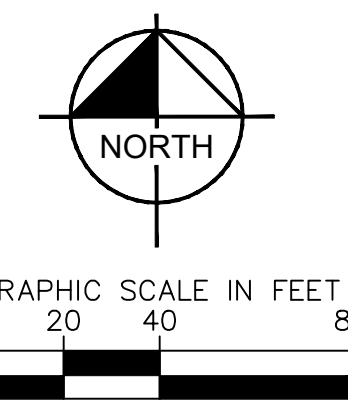
W:\Projects\T_3820.00_Ventana_South\3820.03_Landscape_Master_Plan\CADD\PlanSheets\CD_LA-fil-3.dwg Brown, Shane 7/5/2023 10:05 AM



PLANT SCHEDULE

DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT. SIZE	SIZE/CAL	WIDTH	HEIGHT
	AF	9	ACER GINNALA 'FLAME' / FLAME AMUR MAPLE	B & B	2.5" CAL MIN	15'-20'	15'-25'
	AR	12	ACER RUBRUM 'RED SUNSET' / RED SUNSET MAPLE	B & B	2.5" CAL MIN	30'-40'	40'-50'
	GT	11	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE' / SKYLINE HONEYLOCUST	B & B	2.5" CAL MIN	30'-40'	40'-50'
EVERGREEN TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT. SIZE	SIZE/CAL	WIDTH	HEIGHT
	PE	12	PINUS EDULIS / PINON PINE	B & B	6" HGT.	15'-20'	20'-30'
	PP	9	PINUS PONDEROSA / PONDEROSA PINE	B & B	6" HGT.	30'-40'	60'+
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT. SIZE	SPACING	WIDTH	HEIGHT
	PA	33	PEROVSKIA ATRIPLICIFOLIA / RUSSIAN SAGE	5 GAL.	SEE PLAN	3'-5'	3'-5'
	PF	19	POTENTILLA FRUTICOSA 'PINK BEAUTY' / PINK BEAUTY BUSH CINQUEFOIL	5 GAL.	SEE PLAN	2'-3'	2'-3'
	RC	11	ROSA 'CHAMPLAIN' / CHAMPLAIN ROSE	5 GAL.	SEE PLAN	2'-4'	3'-4'
	WBL	5	SYRINGA VULGARIS 'WEDGWOOD BLUE' / WEDGWOOD BLUE LILAC	5 GAL.	SEE PLAN	6'-8'	6'-8'
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT. SIZE	SPACING	WIDTH	HEIGHT
	PR	20	PICEA PUNGENS 'ROUNDAABOUT' / ROUNDAABOUT COLORADO SPRUCE	5 GAL.	SEE PLAN	2'-3'	2'-3'
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	TYPE	INSTALL RATE	WEED FABRIC	MFR.
	ROCK	2,587 SF	1-1/2" LOCAL RIVER ROCK - COLORADO ROCK MULCH INSTALLED AT 4" DEPTH OVER WEED FABRIC. SUBMIT SAMPLE FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.	ROCK MULCH	4"	YES	PIONEER SAND
	SEED	45,674 SF	EPC LOW GROW MIX INSTALL PER TABLE 5-2. SUBMIT SUPPLIER CUT-SHEET FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.	SEED	PER CHART		PAWNEE BUTTES SEED
	W.M.	798 SF	CASCADE WOOD MULCH MULCH TO BE USED IN TREE, SHRUB, AND PERENNIAL RINGS PER DETAILS. SUBMIT SAMPLE FOR APPROVAL PRIOR TO INSTALLATION.	WOOD MULCH	4"	YES	PIONEER SAND

LANDSCAPE SETBACKS AND BUFFERS	
STREET NAME OR BOUNDARY:	TRADERS PKWY
STREET CLASSIFICATION:	LOCAL
SETBACK DEPTH REQUIRED / PROVIDED:	10' / 10'
LINEAR FOOTAGE:	880'
TREE PER FEET REQ.:	1 TREE PER 20 LF
NUMBER OF TREES REQ. / PROV.:	44 / 44
EVERGREEN TREES REQ. / PROV.:	N/A
SHRUBS PER FEET REQ.:	2 SHRUBS PER 20 LF
SHRUBS REQ. / PROV.:	88 / 88
OPAQUE SCREEN REQ. / PROV.:	N/A



 2020, KIMLEY-HORN AND ASSOCIATES, INC. 2 North Nevada Avenue, Suite 300 Colorado Springs, Colorado 80903 (719) 453-0180	DESIGNED BY: STB DRAWN BY: STB CHECKED BY: JEH DATE: 07/05/2023
VENTANA SOUTH FILING NO. 3 LANDSCAPE PLAN	
PROJECT NO. 196080001	SHEET L-100



NO.	DATE	BY	REVISION	APPR.
4				
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GENERAL LANDSCAPE SPECIFICATIONS

A. SCOPE OF WORK

- THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS AND AS SPECIFIED HEREIN.
- WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

- ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED AND DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BEST MANAGEMENT PRACTICES (BMP) DEVICES ACCORDING TO ALL REGULATORY AGENCY'S STANDARDS THROUGHOUT THE DURATION OF ALL CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MAINTENANCE OF TRAFFIC (MOT) THAT MAY BE REQUIRED FOR THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO EXCAVATION. THE OWNER AND DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR: REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA; LOCATING ALL UNDERGROUND FACILITIES DURING CONSTRUCTION; THE SAFETY AND PROTECTION THEREOF; REPAIRING ANY DAMAGE THERE TO RESULTING FROM THE WORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

C. PROTECTION OF EXISTING PLANT MATERIALS

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC., THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED ON SITE. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPE AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF FOUR HUNDRED DOLLARS (\$400) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.
- SEE TREE MITIGATION PLAN AND NOTES, IF APPLICABLE.

D. MATERIALS

1. GENERAL

MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON SITE OR AS DETERMINED BY THE OWNER. UPON APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SAMPLE SIZE
MULCH	ONE (1) CUBIC FOOT
TOPSOIL MIX	ONE (1) CUBIC FOOT
PLANTS	ONE (1) OF EACH VARIETY (OR TAGGED IN NURSERY)

2. PLANT MATERIALS

a. FURNISH NURSERY-GROWN PLANTS TRUE TO GENUS, SPECIES, VARIETY, CULTIVAR, STEM FORM, SHEARING, AND OTHER FEATURES INDICATED IN PLANT SCHEDULE SHOWN ON DRAWINGS AND COMPLYING WITH ANSI Z60.1 AND THE COLORADO NURSERY ACT, AND WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSPORTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, DENSELY FOLIATED WHEN IN LEAF AND FREE OF DISEASE, PESTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.

b. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE.

c. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE PROJECT LANDSCAPE ARCHITECT. ANY ROW TREES MUST BE APPROVED BY THE CITY OF FOUNTAIN.

d. PROVIDE PLANTS OF SIZES, GRADES, AND BALL OR CONTAINER SIZES COMPLYING WITH ANSI Z60.1 AND COLORADO NURSERY ACT FOR TYPES AND FORM OF PLANTS REQUIRED. PLANTS OF A LARGER SIZE MAY BE USED IF ACCEPTABLE TO PROJECT LANDSCAPE ARCHITECT WITH A PROPORTIONATE INCREASE IN SIZE OF ROOTS OR BALLS.

e. PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

f. TREES WITH DAMAGED, CROOKED, OR MULTIPLE LEADERS, TIGHT VERTICAL BRANCHES WHERE BARK IS SQUEEZED BETWEEN TWO BRANCHES OR BETWEEN BRANCH AND TRUNK (INCLUDED BARK); CROSSING TRUNKS; CUT-OFF LIMBS MORE THAN 1/2 INCH (19 MM) IN DIAMETER; OR WITH STEM GIRDLING ROOTS WILL BE REJECTED.

g. FURNISH TREES AND SHRUBS WITH ROOTS BALLS MEASURED FROM TOP OF ROOT BALL, WHICH SHALL BEGIN AT ROOT FLARE ACCORDING TO ANSI Z60.1 AND COLORADO NURSERY ACT. ROOT FLARE SHALL BE VISIBLE BEFORE PLANTING.

h. LABEL AT LEAST ONE PLANT OF EACH VARIETY, SIZE, AND CALIPER WITH A SECURELY ATTACHED, WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF COMMON NAME AND FULL SCIENTIFIC NAME, INCLUDING GENUS AND SPECIES. INCLUDE NOMENCLATURE FOR HYBRID, VARIETY, OR CULTIVAR, IF APPLICABLE FOR THE PLANT AS SHOWN ON DRAWINGS.

i. IF FORMAL ARRANGEMENTS OR CONSECUTIVE ORDER OF PLANTS IS SHOWN ON DRAWINGS, SELECT STOCK FOR UNIFORM HEIGHT AND SPREAD, AND NUMBER THE LABELS TO ASSURE SYMMETRY IN PLANTING.

E. SOIL MIXTURE

- CONTRACTOR SHALL TEST EXISTING SOIL AND AMEND AS NECESSARY IN ACCORDANCE WITH THE GUIDELINES BELOW:
- SOIL MIXTURE SHALL CONSIST OF TWO PARTS OF TOPSOIL, AND ONE PART SAND, AS DESCRIBED BELOW. CONTRACTOR TO SUBMIT SAMPLES AND PH TESTING RESULTS OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.
 - TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT OPENINGS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER, HAVE A PH BETWEEN 5.5 AND 8.0, AND SOLUBLE SALTS LESS THAN 3.0 MMHOS/CM. SUBMIT SOIL SAMPLE AND PH TESTING RESULTS FOR APPROVAL.
 - SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND.
- TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT THE PROJECT LANDSCAPE ARCHITECT TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.

F. WATER

- WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.... IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

* WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. FERTILIZER

- CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

* FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

H. MULCH

- MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF THREE (3) INCHES CLEAR MULCH FROM EACH PLANTS GROWN (BASE) OR AS SHOWN IN PLANTING DETAILS. MULCH SHALL BE DOUBLE SHREDDED HARDWOOD MULCH. DYED MULCH IS NOT ACCEPTABLE. SUBMIT SAMPLES TO PROJECT LANDSCAPE ARCHITECT FOR APPROVAL. MULCH SHALL BE PROVIDED OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE RING (6" MINIMUM) PLANTED UNDER THIS CONTRACT, AS WELL AS FOR ANY EXISTING LANDSCAPE AREAS AS SHOWN ON PLANS.

I. DIGGING AND HANDLING

- ALL TREES SPECIFIED SHALL BE BALLED AND BURLAPPED (B&B) UNLESS OTHERWISE APPROVED BY PROJECT LANDSCAPE ARCHITECT.
- PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO THE SITE SHALL BE SPRAYED WITH AN ANTI-TRANSPIRANT PRODUCT ("WILTRUUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.
- B&B, AND FIELD GROWN (FG) PLANTS SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS SHALL NOT BE HANDLED BY STEMS.

J. CONTAINER GROWN STOCK

- ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.
- AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.
- ROOT BOUND PLANTS ARE NOT ACCEPTABLE AND WILL BE REJECTED.

K. MATERIALS LIST

- QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE PLANS SHALL GOVERN. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.

L. FINE GRADING

- FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN DISTURBED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH.
- ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES, IF APPLICABLE.

M. PLANTING PROCEDURES

- THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER DAILY. ALL MORTAR, CEMENT, BUILDING MATERIALS, AND TOXIC MATERIAL SHALL BE COMPLETELY REMOVED FROM PLANTING AREAS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS IN PLANTING AREAS WHICH WILL ADVERSELY AFFECT THE PLANT GROWTH, THE CONTRACTOR SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.
- VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL COLORADO (811) TO LOCATE UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL PLANTING AREAS TO A MINIMUM DEPTH OF 36" OR TO NATIVE SOIL. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE POOR DRAINAGE CONDITION PLANTING DETAIL.
- FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS SPECIFIED HEREIN. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.
- COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ON-SITE SHALL NOT REMAIN UNPLANTED OR APPROPRIATELY HEATED IN PEA FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE SHALL BE EXERCISED.
- WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.
- ALL PLANTING OPENINGS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH ANSI Z60.1-2014 AMERICAN STANDARD FOR NURSERY STOCK.
- TEST ALL TREE OPENINGS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL.
- TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN.
- PRIOR TO EXCAVATION OF TREE OPENINGS, AN AREA EQUAL TO TWO TIMES THE DIAMETER OF THE ROOT BALL SHALL BE ROTO-TILLED TO A DEPTH EQUAL TO THE DEPTH OF THE ROOT BALL.
- EXCAVATION OF TREE OPENINGS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.
- IN CONTINUOUS SHRUB AND GROUND COVER BEDS, THE ROTO-TILLED PERIMETER SHOULD EXTEND TO A DISTANCE OF ONE FOOT BEYOND THE DIAMETER OF A SINGLE ROOT BALL. THE BED SHALL BE TILLED TO A DEPTH EQUAL TO THE ROOT BALL DEPTH PLUS 6".
- TREE OPENINGS FOR WELL DRAINED SOILS SHALL BE DUG SO THAT THE BOTTOM OF THE ROOT BALL WILL REST ON UNDISTURBED SOIL AND THE TOP OF THE ROOT BALL WILL BE FLUSH WITH FINISH GRADE. IN POORLY DRAINED SOILS THE TREE OPENING SHALL BE DUG SO THAT THE ROOT BALL RESTS ON UNDISTURBED SOIL AND THE TOP OF THE ROOT BALL IS 1" ABOVE FINISH GRADE. PLANT PIT WALLS SHALL BE SCARIFIED PRIOR TO PLANT INSTALLATION.
- TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.
- SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION "E".
- TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT BALL SHALL BE SET IN THE CENTER OF THE PIT. SOIL MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).
- AMEND PINE AND OAK PLANT OPENINGS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT OPENINGS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.

- FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET, ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE.
- ALL BURLAP, ROPE, WIRES, BASKETS, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.
- TREES SHALL BE PRUNED, IN ACCORDANCE WITH ANSI A-300, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY CERTIFIED ARBORIST.
- SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. MATERIALS INSTALLED SHALL MEET MINIMUM SPECIMEN REQUIREMENTS OR QUANTITIES SHOWN ON PLANS, WHICHEVER IS GREATER. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6". REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION "E". THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.
- TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROJECT LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.
- ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S RECOMMENDATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

N. LAWN SODDING

- THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.
- ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS BY MEANS OF A SOD CUTTER TO A DEPTH OF THREE (3) INCHES, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.
- PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.
- SODDING
 - THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.
 - SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED, IMMEDIATELY FOLLOWING SOD LAYING. THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE JOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.
 - DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.
- LAWN MAINTENANCE
 - WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"x12") UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK, INCLUDING REGRADE IF NECESSARY.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

O. EDGING

- CONTRACTOR SHALL INSTALL 4"x1" ROLLED TOP STEEL EDGING BETWEEN ALL SOD/SEED AREAS AND PLANTING BEDS.

P. CLEANUP

- UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM CONTRACTORS WORK. ALL PAVED AREAS SHALL BE CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S REPRESENTATIVE.

Q. PLANT MATERIAL MAINTENANCE

- ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, PRUNING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

R. FINAL INSPECTION AND ACCEPTANCE OF WORK

- FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

S. WARRANTY

- THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED (INCLUDING SOD) BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.
- ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED AT NO ADDITIONAL COST TO THE OWNER.
- IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE AND IRRIGATION MAINTENANCE, THE CONTRACTOR SHOULD VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE (1) YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER. CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH.

T. MAINTENANCE

- ALL LANDSCAPING SHALL BE REASONABLY MAINTAINED, AND ANY PLANT MATERIAL SHALL BE REPLACED WITHIN THIRTY (30) DAYS OF ITS DEMISE OR BY AN AGREED UPON DATE IF SEASONAL CONDITIONS PROHIBIT REPLACEMENT WITH THE THIRTY (30) DAY TIME REQUIREMENT.
- THE MAINTENANCE OF LANDSCAPING IN THE PUBLIC RIGHT-OF-WAY IN ALL ZONING DISTRICT SHALL BE THE RESPONSIBILITY OF THE ABUTTING PROPERTY OWNER.


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REVISION				

Kimley»Horn

2020, KIMLEY-HORN AND ASSOCIATES, INC.
7 North Nevada Avenue, Suite 300
Colorado Springs, Colorado 80903 (719) 453-0180

DESIGNED BY: STB
DRAWN BY: STB
CHECKED BY: JEH
DATE: 07/05/2023

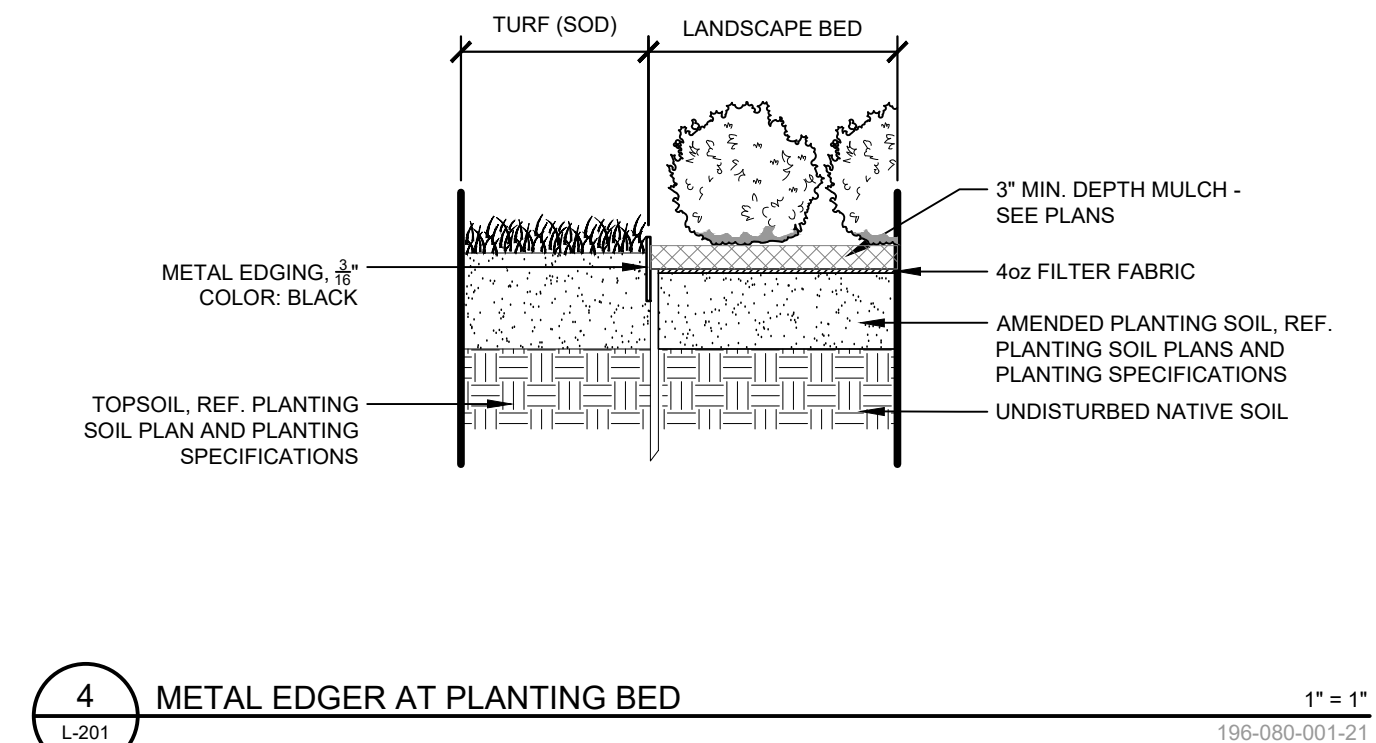
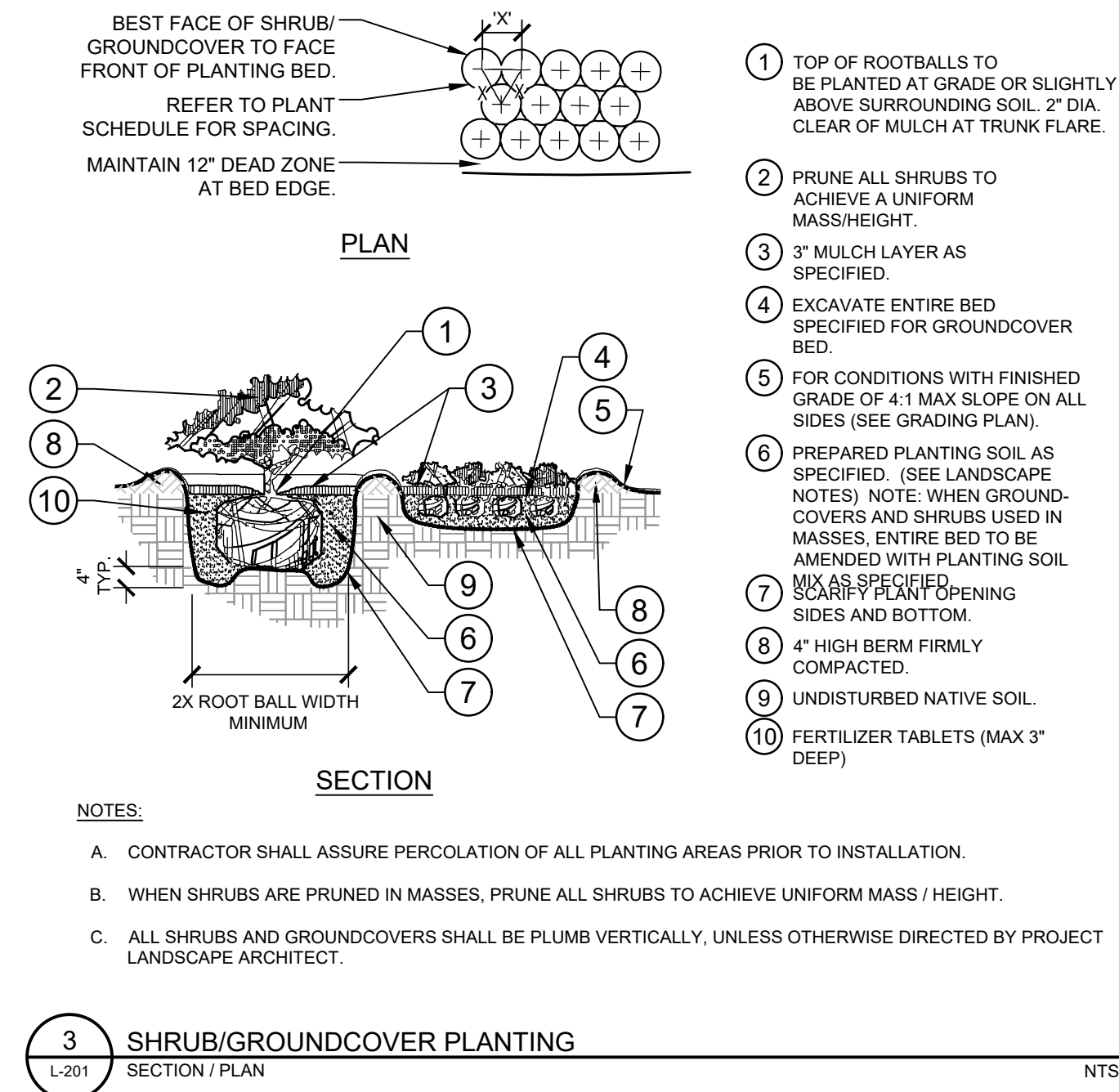
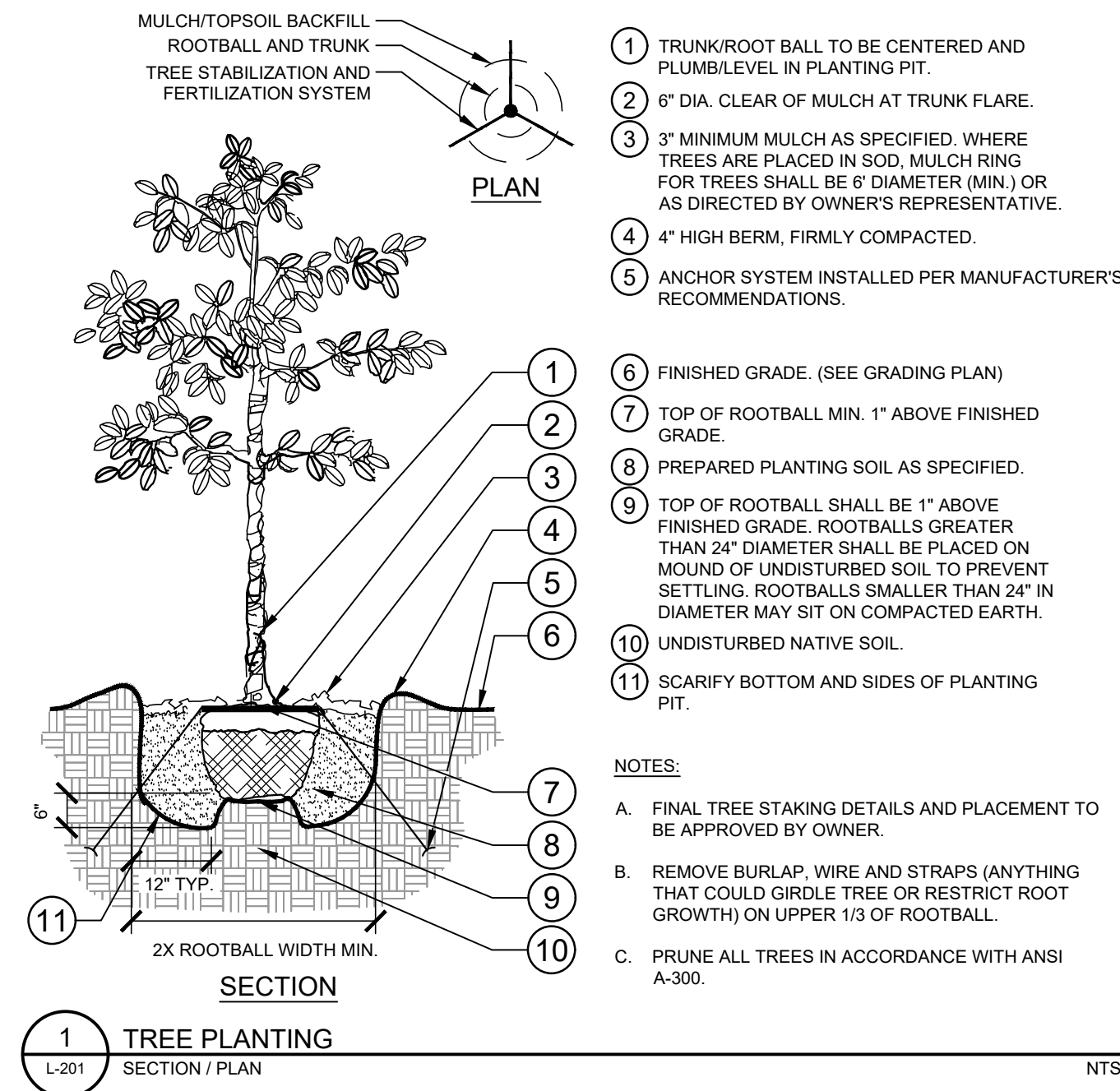
**VENTANA SOUTH FILING NO. 3
LANDSCAPE PLAN**


 PROJECT NO.
196080001
SHEET
L-200

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LANDSCAPE PLAN



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