

**VENTANA METROPOLITAN DISTRICT**  
Regular Board Meeting  
**Monday, July 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.

United States: +1 (213) 463-4500    Access Code: 516109091

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 June 17, 2024 (enclosure)
  - b. Approval of Payables for the Period ending July 15, 2024 (enclosure)
    - General Fund –       \$       64,413.78
    - Bond Fund –         \$       230,312.80
    - **TOTAL –           \$       294,726.58**
  - c. Acceptance of Unaudited Financial Statements as of June 30, 2024, and the Schedule of Cash Position Updated as of June 30, 2024 (enclosure)
6. Financial Matters
  - a. Review and Consider Approval of the 2023 Audit and Presentation (**under separate cover**)
  - b. Review and Discuss Park Permit Fee (enclosure)
  - c. Discussion Regarding Late Fees and Automatic Payment of Comcast
7. Development Update (Challenger Homes)
8. Recreation Center Business
  - a. Review and Discuss Staffing Needs and Options
  - b. Review and Discuss Status of Facility Maintenance and Supplies Needed
  - c. Review and Consider Drywall Repair Proposal (enclosure)
9. Adjourn
  - a. Next regularly scheduled Board Meeting is August 19, 2024 at 6:00 p.m.





**VENTANA METROPOLITAN DISTRICT**

Regular Board Meeting

**Monday, June 17, 2024 – 6:00 p.m.**

11007 Hidden Prairie Parkway

Fountain, CO 80817

And virtually: <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 6:03 p.m.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters: President Farrar confirmed a quorum was present with Directors Vorwaller and 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 (excused)  
Mick Schuhmacher (excused)

Also in attendance were:

Heather Smith, WSDM  
Rebecca Harris, WSDM  
Emmanuel Torres Rivera, Resident  
Clinton Milroy, Resident  
Michael Herron, Resident  
Tisa Wyatt, Resident  
Nicole Herron, Resident  
One additional attendee was present by phone with a number ending in 0262 and was unidentified.

3. Approval of Agenda: President Farrar moved to approve the Agenda as presented; seconded by Director Laurencelle. Motion carried.
4. Public Comment: The meeting was opened for public comment.
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). President Farrar moved to approve the Regular Business Items as presented; seconded by Director Sparks. Motion carried.
  - a. Approval of the Board Meeting Minutes from June 10, 2024
  - b. Approval of Payables for the Period ending June 17, 2024

• General Fund –	\$ 46,907.86
• Bond Fund –	<u>\$ 42,201.45</u>
• <b>TOTAL –</b>	<b>\$ 89,109.31</b>

c. Acceptance of the Unaudited Financial Statements as of May 31, 2024 and Schedule of Cash Position Updated on May 31, 2024

The Board requests that the District Manager review the Payables from the past and take steps to initiate auto-pay for any items that are billed on a schedule incongruent to the District's Payable's schedule or are otherwise not being paid in a timely manner before the July meeting.

6. Recreation Center Update: Ms. Smith provided a brief update regarding the status of repairs at the pool, outstanding known items, and the continued engagement of Rocky Mountain AquaCare as repairs remain pending.
7. Development Update: No update was available.
8. General Business:
  - a. Discuss Management and Staffing Duties: The Board reviewed a chart provided by the District Manager, illustrating recommendations regarding the assignment of duties and oversight in conjunction with the Recreation Center Staff and the District Management Company. A line by line review of the chart was conducted with amendments made through consideration of various factors and discussion. After discussion, President Farrar moved to approve implementation of the amended chart as the official Assignment of Duties affecting known tasks for the District Management Company, Facility Manager, Facility Staff, and the Board of Directors, seconded by Director Laurencelle. Motion carried.
  - b. Review Financial Status and Consider Possible Savings: Ms. Smith provided a brief update of the trajectory of expenses and projected year-end shortfall.
9. Executive Session: No Executive Session was held.
10. Adjourn: Director Sparks made a motion to adjourn the General Session of the meeting at 8:09 p.m., seconded by Director Laurencelle. Motion passed unanimously.
  - a. Next regularly scheduled Board Meeting is July 15, 2024, at 6:00 p.m.

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

THESE MINUTES ARE APPROVED AS THE OFFICIAL JUNE 17, 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**  
7/15/2024  
**GENERAL FUND ACCOUNT**

Company	Invoice	Date		Comments
Arrowhead Spa & Pool	24621	6/26/2024	181.85	
Arrowhead Spa & Pool	24622	6/26/2024	359.00	
Arrowhead Spa & Pool	24634	6/7/2024	79.70	
Basset Heating & Air Conditioning	47727131	1/8/2024		
Black Hills Energy	5322274450	7/1/2024	1,121.26	Auto Pay
Cintas	8406907878	6/30/2024	145.00	
Cintas	8406718645	2/29/2024		
City of Fountain Utilities	10005472-02	6/17/2024	4,469.13	Auto Pay - Rec
City of Fountain Utilities	10005630-03	6/17/2024	4,946.82	Auto Pay - Park
City of Fountain Utilities	10005686-02	6/17/2024	476.05	Auto Pay - Tract
City of Fountain Utilities	10006794-01	6/17/2024	2,663.36	Auto Pay - Tract
City of Fountain Utilities	10006795-00	6/17/2024	27.69	Auto Pay - Tract
Colo Spec Districts Prop & Liab Pool	23WC-60036-2739	2/4/2024		Paid Online
Colorado Springs Cleaning Supplies	94178	6/14/2024	420.60	
Comcast	849790010058248	7/2/2024	493.88	Auto Pay
HBS	FR4350478	6/30/2024	8,002.10	Pd Online
Mug-A-Bug	524267	6/25/2024	140.00	
Rocky Mountain Aqua Care	Ventana Open	5/29/2024	4,688.51	
Rocky Mountain Aqua Care	Ventana-4524	5/20/2024	12,436.05	
Rocky Mountain Aqua Care	Ventana-6224	7/2/2024	500.00	
Rocky Mountain Aqua Care	Ventana-6324	6/19/2024	1,880.00	
Rocky Mountain Aqua Care	Ventana-7224	7/2/2024	1,298.36	
Susemihl, McDermott & Downie, P.C	36286	6/30/2024	3,225.38	
Treatment Technology	191588	5/17/2024	675.00	
Treatment Technology	191799	6/10/2024	675.00	
Treatment Technology	192067	6/28/2024	150.00	
Treatment Technology	TT3671	6/10/2024	1,000.00	
Treatment Technology	191937	6/19/2024	1,272.50	
Weisburg Landscape Maintenance	55660	6/18/2024	147.50	
Weisburg Landscape Maintenance	55757	6/30/2024	5,000.00	
Weisburg Landscape Maintenance	55792	6/19/2024	289.00	
Weisburg Landscape Maintenance	55845	6/25/2024	346.50	
Weisburg Landscape Maintenance	55892	6/27/2024	339.00	
WSDM District Managers	8086	6/30/2024	7,585.09	
<b>TOTAL</b>			<b>\$ 64,413.78</b>	

**BOND FUND ACCOUNT**

Description	Date	Amount	Comments
UMB Bank	7/10/2024	\$ 230,312.80	June 2024 Pledged Revenue
<b>TOTAL</b>		<b>\$ 230,312.80</b>	

**TOTAL FOR ALL FUNDS** \$ 294,726.58 \_\_\_\_\_, Director

Balance Per Bank 06/10/24 419,091.00  
This Draw (294,726.58)  
Bank Balance After Draw 124,364.42



## Ventana Metropolitan District

## Balance Sheet

07/09/24

As of June 30, 2024

Accrual Basis

	Jun 30, 24
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1105 · Eastern Colorado Bank -Checking	146,931.52
1106 · Eastern Colorado Bank - Savings	805.73
2002 · UMB - Bond Fund	802,205.49
2003 · UMB - Debt Service Reserve Fund	501,345.23
<b>Total Checking/Savings</b>	<b>1,451,287.97</b>
<b>Accounts Receivable</b>	
1-1230 · Property Taxes Receivable	282,064.34
<b>Total Accounts Receivable</b>	<b>282,064.34</b>
<b>Other Current Assets</b>	
1310 · Due from Developer	32,741.59
1390 · Undeposited Funds	1,204.46
<b>Total Other Current Assets</b>	<b>33,946.05</b>
<b>Total Current Assets</b>	<b>1,767,298.36</b>
<b>Fixed Assets</b>	
<b>Property and Equipment</b>	
Community Improvements	7,368,932.95
<b>Total Property and Equipment</b>	<b>7,368,932.95</b>
1505 · Parks	1,500,000.00
1510 · Pool	732,344.00
1540 · Accumulated Depreciation	-246,780.00
<b>Total Fixed Assets</b>	<b>9,354,496.95</b>
<b>TOTAL ASSETS</b>	<b>11,121,795.31</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2010 · Accounts Payable	64,808.15
<b>Total Accounts Payable</b>	<b>64,808.15</b>
<b>Other Current Liabilities</b>	
2022 · Deferred Property Tax Revenue	282,064.34
2100 · Payroll Liabilities	1,846.58
<b>Total Other Current Liabilities</b>	<b>283,910.92</b>
<b>Total Current Liabilities</b>	<b>348,719.07</b>
<b>Long Term Liabilities</b>	
2700 · Series 2023A Bonds	10,550,000.00
2702 · Series 2023B Bonds	2,828,000.00
<b>Total Long Term Liabilities</b>	<b>13,378,000.00</b>
<b>Total Liabilities</b>	<b>13,726,719.07</b>
<b>Equity</b>	
3000 · Opening Balance Equity	24,298.52
3910 · Retained Earnings	-2,614,312.28
Net Income	-14,910.00
<b>Total Equity</b>	<b>-2,604,923.76</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>11,121,795.31</b>



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

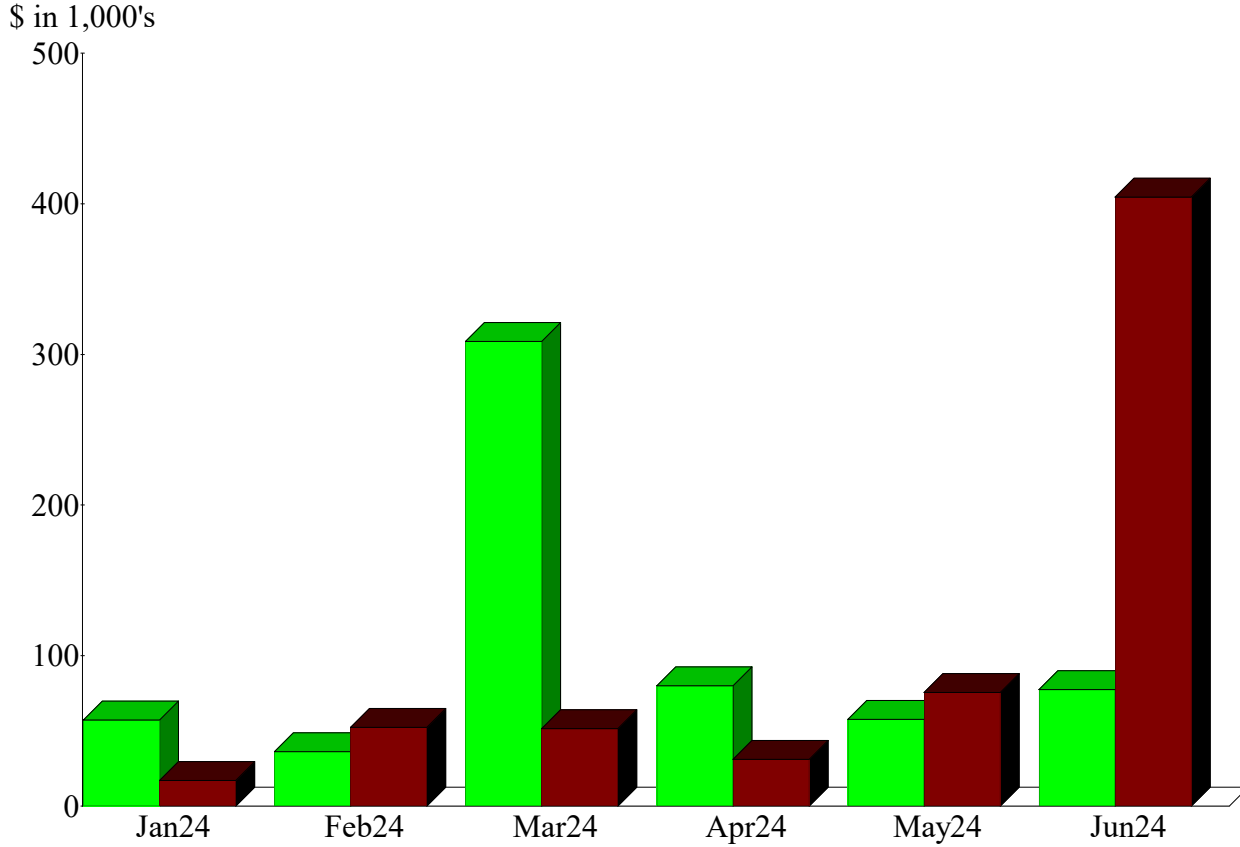
	TOTAL				
	Jun 24	Jan - Jun 24	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>1-100 · General Fund Income</b>					
1-1000 · Late Fee	377.22	1,995.68			
<b>1-1100 · Recreation Center Dues</b>					
1-1105 · Ventana Residents	16,946.44	132,304.38	210,672.00	-78,367.62	62.8%
<b>Total 1-1100 · Recreation Center Dues</b>	<b>16,946.44</b>	<b>132,304.38</b>	<b>210,672.00</b>	<b>-78,367.62</b>	<b>62.8%</b>
1-1200 · Trash Service	2,139.25	42,787.36	93,416.00	-50,628.64	45.8%
1-1300 · Rental Security Deposit	0.00	0.00	4,000.00	-4,000.00	0.0%
1-1310 · Permit Use Fee	0.00	2,412.00			
<b>1-1401 · Treasurer Tax Income</b>					
1-1400 · Current - O&M	9,543.03	76,954.19	132,743.00	-55,788.81	57.97%
1-1500 · Specific Ownership - O&M	1,005.07	5,014.53	9,262.00	-4,247.47	54.14%
1-1520 · Delinquent Int - O&M	0.00	2.84			
<b>Total 1-1401 · Treasurer Tax Income</b>	<b>10,548.10</b>	<b>81,971.56</b>	<b>142,005.00</b>	<b>-60,033.44</b>	<b>57.72%</b>
1-1600 · Park Fee Advance	0.00	24.00	72,360.00	-72,336.00	0.03%
<b>Total 1-100 · General Fund Income</b>	<b>30,011.01</b>	<b>261,494.98</b>	<b>522,453.00</b>	<b>-260,958.02</b>	<b>50.05%</b>
<b>2-100 · Debt Service Fund Income</b>					
<b>Treasurer Taxes</b>					
2-1000 · Current- Debt	38,705.57	312,118.47	538,394.00	-226,275.53	57.97%
2-1200 · Specific Ownership - Debt	4,076.47	20,338.45	37,688.00	-17,349.55	53.97%
2-1220 · Delinquent Int - Debt	0.00	11.54			
<b>Total Treasurer Taxes</b>	<b>42,782.04</b>	<b>332,468.46</b>	<b>576,082.00</b>	<b>-243,613.54</b>	<b>57.71%</b>
<b>Total 2-100 · Debt Service Fund Income</b>	<b>42,782.04</b>	<b>332,468.46</b>	<b>576,082.00</b>	<b>-243,613.54</b>	<b>57.71%</b>
<b>Total Income</b>	<b>72,793.05</b>	<b>593,963.44</b>	<b>1,098,535.00</b>	<b>-504,571.56</b>	<b>54.07%</b>
<b>Expense</b>					
<b>1-200 · General Fund Expense</b>					
1-1450 · O&M-Treasurer's Collection Fee	143.15	1,154.36	1,991.00	-836.64	57.98%
1-1700 · Audit	0.00	0.00	9,500.00	-9,500.00	0.0%
1-1705 · Bank Fees	0.00	0.02	10.00	-9.98	0.2%
1-1900 · Copies & Postage	85.09	230.14			
<b>1-2000 · Recreation Center</b>					
1-2300 · Utilities	4,851.73	11,999.22	45,000.00	-33,000.78	26.67%
1-2306 · Maintenance/ Repairs	569.74	1,056.45	7,000.00	-5,943.55	15.09%
1-2307 · Fitness Equipment Maint	0.00	0.00	4,000.00	-4,000.00	0.0%
1-2310 · Supplies	565.60	1,494.98	4,500.00	-3,005.02	33.22%
<b>Total 1-2000 · Recreation Center</b>	<b>5,987.07</b>	<b>14,550.65</b>	<b>60,500.00</b>	<b>-45,949.35</b>	<b>24.05%</b>
<b>1-2001 · Pool Expense</b>					
1-2010 · Season Start Up/ Finish	0.00	800.00			
1-2020 · Chemicals	3,177.20	4,924.25	10,000.00	-5,075.75	49.24%
1-2040 · Water	0.00	0.00	295.00	-295.00	0.0%
1-2050 · Repair/ Maintenance	2,420.85	44,350.69	32,000.00	12,350.69	138.6%

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

	TOTAL				
	Jun 24	Jan - Jun 24	Budget	\$ Over Budget	% of Budget
<b>Total 1-2001 · Pool Expense</b>	5,598.05	50,074.94	42,295.00	7,779.94	118.39%
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%
<b>1-6200 · Park/ Landscape</b>					
1-603 · Landscape Repair/ Replace	1,122.00	7,762.75	31,700.00	-23,937.25	24.49%
1-6205 · Maintenance	5,000.00	25,000.00	60,000.00	-35,000.00	41.67%
1-6208 · Playground Repairs	0.00	7,667.91			
1-6210 · Utilities	8,113.92	12,601.71	70,000.00	-57,398.29	18.0%
1-6200 · Park/ Landscape - Other	0.00	5,774.50	0.00	5,774.50	100.0%
<b>Total 1-6200 · Park/ Landscape</b>	14,235.92	58,806.87	161,700.00	-102,893.13	36.37%
1-6240 · Miscellaneous	0.00	0.00	10,000.00	-10,000.00	0.0%
1-6490 · Office Supplies	0.00	2,768.31	8,000.00	-5,231.69	34.6%
<b>1-6570 · Professional Fees</b>					
1-2500 · Trash Service	8,002.10	47,642.43	94,429.00	-46,786.57	50.45%
1-2701 · District Management	4,200.00	25,200.00	50,400.00	-25,200.00	50.0%
1-2705 · VCC - Covenant Enforcement	3,300.00	19,800.00	39,600.00	-19,800.00	50.0%
1-6572 · Legal Fees	3,225.38	4,800.38	15,000.00	-10,199.62	32.0%
<b>Total 1-6570 · Professional Fees</b>	18,727.48	97,442.81	199,429.00	-101,986.19	48.86%
1-6620 · Rental Security Deposit Refund	0.00	200.00	4,000.00	-3,800.00	5.0%
1-6650 · Snow Removal	0.00	1,392.50			
6560 · Payroll Expenses	5,366.39	42,438.95	92,622.00	-50,183.05	45.82%
<b>Total 1-200 · General Fund Expense</b>	50,143.15	256,753.08	606,547.00	-349,793.92	42.33%
<b>2-200 · Debt Service Expense</b>					
<b>Treasurer's Fee</b>					
2-1050 · Debt-Treasurer's Collection Fee	580.59	4,681.95	8,076.00	-3,394.05	57.97%
<b>Total Treasurer's Fee</b>	580.59	4,681.95	8,076.00	-3,394.05	57.97%
<b>2-6075 · Bond Expense</b>					
Cost of Issuance	10,971.61	25,655.38			
Paying Agent Fee	0.00	2,000.00	4,000.00	-2,000.00	50.0%
2-6077 · Debt Service Interest	342,875.00	342,875.00			
<b>Total 2-6075 · Bond Expense</b>	353,846.61	370,530.38	4,000.00	366,530.38	9,263.26%
2-6200 · Interest Expense	0.00	0.00	685,750.00	-685,750.00	0.0%
<b>Total 2-200 · Debt Service Expense</b>	354,427.20	375,212.33	697,826.00	-322,613.67	53.77%
<b>3-200 · Capital Project Fund Expense</b>					
2-6000 · Capital Improvements	0.00	200.00			
<b>Total 3-200 · Capital Project Fund Expense</b>	0.00	200.00			
<b>Total Expense</b>	404,570.35	632,165.41	1,304,373.00	-672,207.59	48.47%
<b>Net Ordinary Income</b>	-331,777.30	-38,201.97	-205,838.00	167,636.03	18.56%
<b>Other Income</b>					
2-7010 · Interest Income - Debt	4,650.51	23,291.97	750.00	22,541.97	3,105.6%
<b>Total Other Income</b>	4,650.51	23,291.97	750.00	22,541.97	3,105.6%
<b>Net Income</b>	<b>-327,126.79</b>	<b>-14,910.00</b>	<b>-205,088.00</b>	<b>190,178.00</b>	<b>7.27%</b>

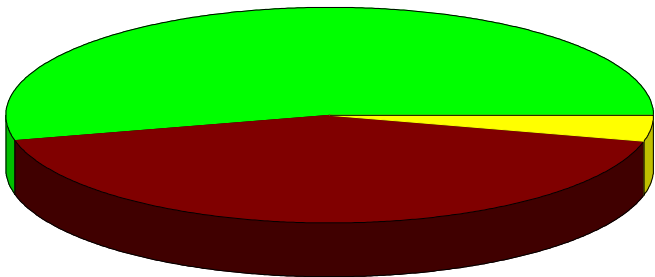
Income and Expense by Month  
January through June 2024

Income  
Expense



Income Summary  
January through June 2024

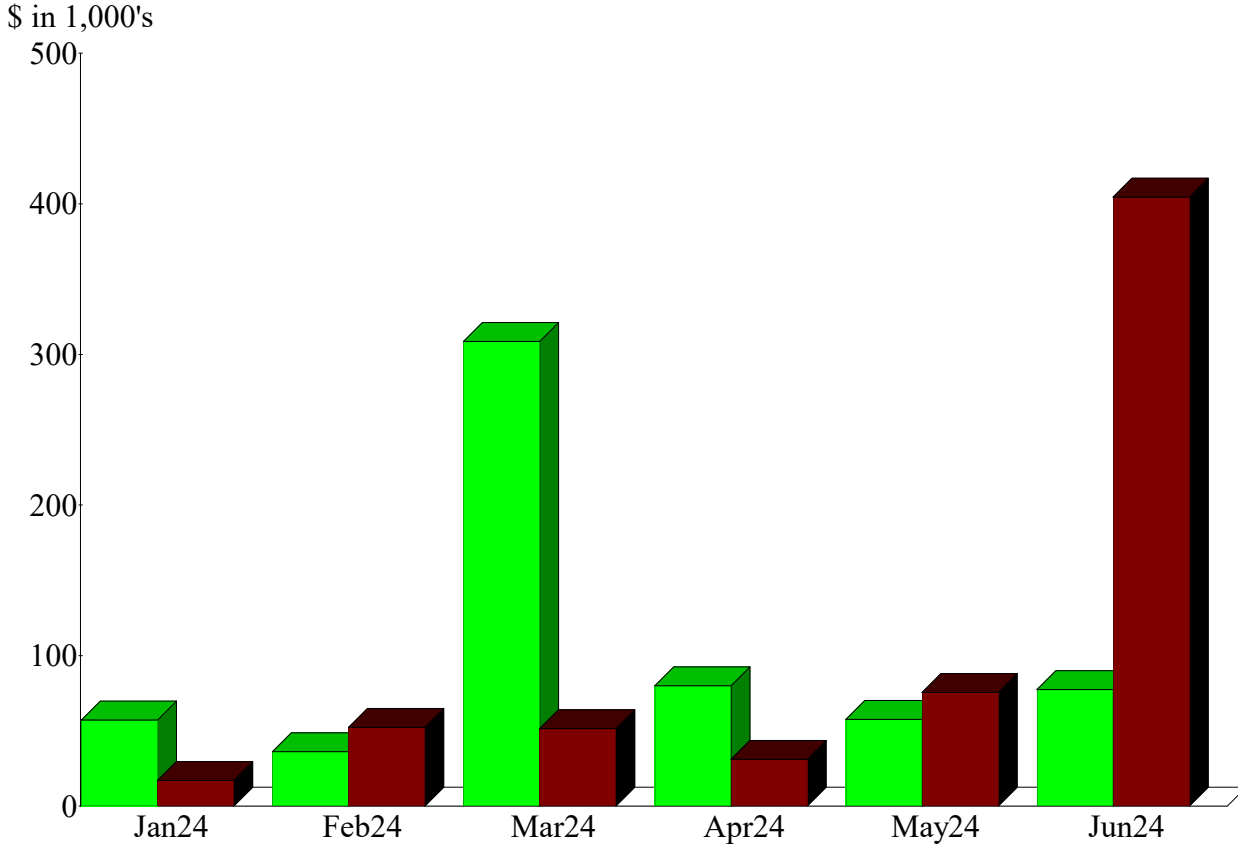
2-100 · Debt Service Fund Income	53.86%
1-100 · General Fund Income	42.36
2-7010 · Interest Income - Debt	3.77
<b>Total</b>	<b>\$617,255.41</b>



By Account

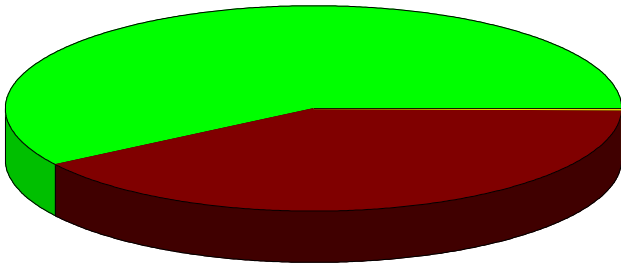
Income and Expense by Month  
January through June 2024

Income  
Expense



Expense Summary  
January through June 2024

2-200 · Debt Service Expense	59.35%
1-200 · General Fund Expense	40.61
3-200 · Capital Project Fund Expense	0.03
<b>Total</b>	<b>\$632,165.41</b>



By Account



# DRYWALL REPAIRS PROPOSAL



Holladay Grace  
 7917 Red Granite Loop  
 Suite 100  
 Colorado Springs, CO 80939  
 holladaygrace@holladaygrace.com  
 (719) 596-0733

For: VENTANA METRO DISTRICT  
 Job Address: 11007 Hidden Prairie Parkway  
 Fountain, CO 80817  
 HEATHER.S@WSDISTRICTS.COM  
 (719) 447-1777

Job # 80414 Proposal # 4818 Proposal Date 05/22/2024

Proposal Amount **\$2,275.48**

## Description

### Project Materials

#### KILZ

UPSHOT

#### MUD

5 MIN

#### TEXTURE

KNOCKDOWN

#### PAINT

INTERIOR MATCH

#### SUPPLIES

PLASTIC, TAPE, ROLLERS, BRUSHES, ETC

#### PATCH REPAIR

DRYWALL

#### 1/2" x 4' x 8'

DRYWALL (MOLD-BLOCK)

#### JOINT TAPE

DRYWALL JOINT TAPE

#### RESPIRATOR

MOLD RESPIRATOR

### Project Labor

#### TO PERFORM REPAIRS

5 AREAS

### Misc. Items

#### DUMP FEE

FOR DEMO MATERIALS

**Total** **\$2,275.48**

**Customer Signature:**

Signature
Signature Date

**Note:**

SCOPE OF WORK

PREPARE AFFECTED AREAS WITH SURFACE PROTECTION USING PLASTIC/TAPE TO WALLS, FLOORS  
SCRAPE FAILING PAINT ETC FROM AFFECTED AREAS  
APPLY DRYWALL REPAIR PATCH TO HOLE ABOVE BEHIND DOOR ON WALL, MUD AND ALLOW DRY TIME  
APPLY MUD TO KICKED IN AREA AT BOTTOM ON WALL, ALLOW DRY TIME  
APPLY KILZ STAIN SEALER TO AFFECTED CEILING AREAS  
APPLY KNOCKDOWN TEXTURE TO ALL AREAS OF REPAIR, ALLOW DRY TIME  
APPLY PAINT MATCH TO WALLS AND CEILINGS AT AFFECTED AREAS, ALLOW DRY TIME  
APPLY SECOND COAT AS NEEDED

IN POOL MAINTENANCE ROOM, MOLDED DRYWALL WILL BE REMOVED AND REPLACED.  
ALL MECHANICAL ATTACHMENTS ON AFFECTED WALL NEEDS TO BE REMOVED PRIOR TO WORK STARTING.  
ALL MOLDED DEMO MATERIALS WILL BE DISPOSED OF SAFELY

**Holladay Grace**  
7917 Red Granite Loop  
Suite 100  
Colorado Springs, CO 80939  
holladaygrace@holladaygrace.com  
(719) 596-0733

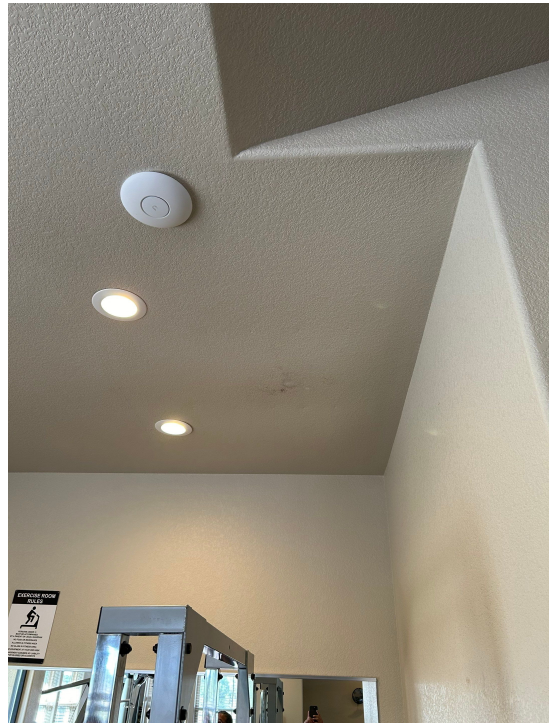
VENTANA METRO DISTRICT/2405-5650986-01  
11007 Hidden Prairie Parkway  
Fountain, CO 80817

## Attached Images

1-May\_15\_2024\_09\_07am-HZju.jpg



2-May\_15\_2024\_09\_08am-vELy.jpg



3-May\_15\_2024\_09\_08am-TaSd.jpg



4-May\_15\_2024\_09\_09am-m632.jpg





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## Attached Images

6-May\_15\_2024\_09\_12am-gKHv.jpg



8-May\_15\_2024\_09\_12am-H58H.jpg



7-May\_15\_2024\_09\_12am-a3Yy.jpg



5-May\_15\_2024\_09\_09am-rau5.jpg

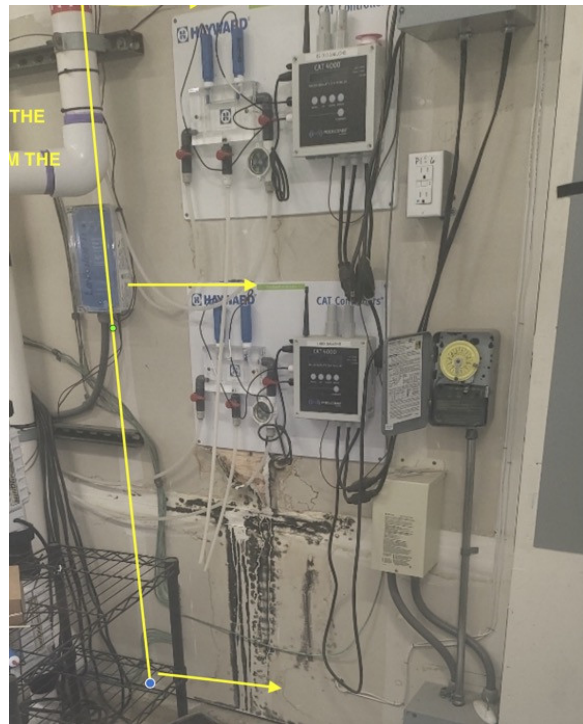


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## Attached Images

POOL\_MAINTENANCE\_ROOM\_DRYWALL.jpg



# DEFINITIONS, GENERAL TERMS, COVENANTS AND CONDITIONS

## DEFINITIONS

1. "Agreement" means this Proposal when executed by the parties hereto.
2. "Force Majeure Delay" means: (a) the inability or delay of HGR as defined below) in fulfilling any of HGR's obligations under this Agreement by reason of strike, other labor trouble, inability to timely obtain any governmental permits, terrorism, governmental controls in connection with a national or other public emergency, or shortages of fuel, supplies or labor resulting there from or any other cause, whether similar or dissimilar to the above, beyond HGR's actual control; or (b) any failure or defect in the supply, quantity or character of electricity or water furnished to the Property, by reason of any requirement, act or omission of the public utility or others furnishing the Property with electricity or water, or for any reason, whether similar or dissimilar to the above, which prevents HGR from conducting the work. If this Agreement specifies a time period for performance of an obligation of HGR, that time period shall be extended by the period of any delay HGR's performance caused by any of the Force Majeure Delay.
3. "HGR" means Holladay Grace Roofing, Inc., a Colorado corporation dba Holladay Grace Roofing.
4. "Proposal/Agreement" means this proposal, work order and, upon execution, the Agreement between the parties.
5. "RCV" means the estimate set forth in this Proposal and is subject to change based on unforeseen conditions, including, without limitation, a Force Majeure Delay (and for insurance work (if any), the actual work performed by HGR and coverage amounts included on the claim.)

## GENERAL TERMS COVENANTS AND CONDITIONS

### WE PROPOSE TO FURNISH MATERIAL AND LABOR IN ACCORDANCE WITH THE WORK ORDER PRICE AND APPROVED SUPPLEMENTS

1. This proposal, when accepted by signature of the parties hereto, incorporates all provisions stated herein
2. Subject to the provisions of Paragraph 4 below, upon completion of work a final invoice will be sent to the customer and for insurance work (if any) an additional invoice will be sent to customer's insurance carrier. The final invoice amount will include the original RCV amount plus any unforeseen conditions, including, without limitation, any costs incurred in connection with a Force Majeure Delay(s), and paid as incurred items (i.e. permits and other necessary governmental or quasi-governmental requirements necessary for HGR to complete the work). For insurance work, the amount will include any supplements, for additional work done that was not included on the initial insurance claim, such as permit fees, taxes, O&P and code required upgrades. The balance due figure may be subject to change.
3. HGR SHALL HOLD IN TRUST ANY PAYMENT RECEIVED FROM YOU UNTIL HGR HAS DELIVERED ROOFING MATERIALS AT THE SITE OR HAS PERFORMED A MAJORITY OF THE ROOFING WORK ON YOUR PROPERTY. You have the right to rescind this Agreement and obtain a full refund of any deposit within 72 hours after entering this Agreement. If you plan to use the proceeds of a property and casualty insurance policy to pay for the roofing work, you may rescind this contract within 72 hours after you receive written notice from the insurance company that your claim has been denied in whole or in part. However, HGR is entitled to retain payments or deposits to compensate for roof work actually performed in a workmanlike manner consistent with standard roofing industry practices. HGR cannot pay, waive, rebate, or promise to pay, waive or rebate all or part of any insurance deductible applicable to the insurance claim for payment of roofing work on your property (per Senate Bill SB12-38 (enacted as C.R.S. 6-22-101, et seq.)).
4. Unless specifically stated on the face of this Proposal/Agreement, the payment terms shall govern. Otherwise, if the work is completed within a calendar month, payment for the work is due upon substantial completion of the work. In all other cases, payment for the materials furnished and stored for the project and/or work completed during the calendar month is due on the fifteenth day of the following month, with final payment due upon substantial completion of the work. Nonpayment in violation of terms shall be cause for terminating performance. If payments are not received when due, interest and all costs and expenses incidental to collection or to the enforcement of the obligations of customer, including all reasonable attorney's fees incurred by HGR., whether or not a civil action is filed, shall be part of the customer's obligations and shall be added to the unpaid balance. Interest shall accrue on all past due amounts at the rate of 2% per month or the highest amount permitted by all applicable laws. Final payment in full shall not be held up while waiting for any governmental or quasi-governmental agency to inspect the work completed. HGR will come back within 10 business days from receipt of correction notice to make necessary corrections; provided, however, HGR shall have the right to contest any such correction notice. HGR will accept payment in the form of cash, check, credit card, or other agreed upon manner. If the customer chooses to pay by credit card, they will be charged a convenience fee of 2.5%. If the customer chooses to pay by check written on the customer's account, HGR reserves the right to charge a \$25 fee for any personal check returned for insufficient funds in addition to any such fees charged by customer's bank. A project deposit of fifty percent (50%) shall be due upon execution of this Proposal/Agreement unless otherwise stated on the face of this Proposal/Agreement.

5. All items of work not specifically mentioned in this Proposal/Agreement are excluded.
6. Amounts, weights, thicknesses or other quantities quoted are approximate and shall be subject to normal industry variations and to variations over the entire roof surface.
7. HGR shall not be responsible for damage or delay due to considerations beyond its reasonable control, including the availability of all materials. Substitutions of materials of like kind and quantity may be required. Additions or deviations shall be considered as a change to this Agreement and the customer shall execute a change order.
8. The customer agrees to provide HGR, without charge, adequate working space and access to the job site, sufficient storage room for all materials, access to utilities, and reasonable use of elevators, stairs (and other means of access) and such other equipment as may be available at the job site for handling materials and performing the work.
9. HGR shall take reasonable safety precautions with respect to its work and shall be responsible for compliance of its equipment, employees, and immediate work area with applicable safety regulations. The customer shall in all other respects be responsible for site compliance with applicable safety regulations. HGR shall not be responsible for indoor air quality or other conditions of the property during the performance of the work or after completion of the work. HGR may refuse to commence work or terminate performance hereunder if job site conditions violate applicable safety regulations or any other applicable laws.
10. The customer acknowledges and agrees changes may be necessary due to hidden or differing site conditions which require a change in the scope of work described in this Proposal/Agreement. Additions to, or deviations from the scope of work described, in this Proposal/Agreement shall be considered as a change to this Agreement and if such change causes an increase or decrease in the cost of performance, an equitable adjustment in this Agreement price shall be made. The customer acknowledges and agrees to execute a change order, which will act to amend this Agreement, in the event there is an increase or decrease in the cost of performance.
11. HGR agrees to carry sufficient Workmen's Compensation and Public Liability Insurance to protect the customer against any claims arising due to the operations of HGR. The Customer agrees to provide sufficient insurance to protect HGR against loss of materials installed or on the premises due to fire, windstorm, hail or similar casualty. HGR is insured by Lloyd's of London and Pinnacle Insurance.
12. Unless another guaranty or warranty has been stated in this Proposal/Agreement, printed below, and incorporated herein is the Two (2) year workmanship guaranty which will be supplied upon completion and acceptance of the work. The liability of HGR is limited to a new/replaced roof resulting from detective workmanship for a period of two (2) years after the completion of the work. Expressly excluded from any guaranty or warranty are loss of use; interruption of any business conducted in the building or at the property; consequential damages to the building or contents; or underlying work. In no event shall HGR be liable for punitive damages. In order to maintain the warranty and guaranty provided herein, the customer shall periodically inspect the property and its contents, including the potential growth of interior mold, and for signs of water intrusion. During the warranty period the customer shall provide notice of any defect within five (5) days from discovery thereof and shall provide written notice to HGR of the same.
13. Liability of HGR is subject to and expressly limited by this Proposal/Agreement. THERE ARE NO WARRANTIES OR GUARANTEES ON REPAIRS. All materials used are subject only to warranties provided by the manufacturers and/or suppliers. If HGR is not paid in full in accordance with this Proposal/Agreement, all warranties provided by HGR and the manufacture are null and void. The Customer must provide HGR with written notification of any claim against HGR alleging any breach of this Proposal/Agreement or breach of the warranty and guarantee within the two (2) year provided above.
14. EXCEPT AS PROVIDED HEREIN, THERE ARE NO OTHER GUARANTEES OR WARRANTIES EXPRESS OR IMPLIED. No agent or employee of HGR is authorized to change the terms and conditions of the warranty and guarantee provided herein.
15. HGR shall not be responsible for damage or loss caused in whole or in part by: the acts or omissions of other parties, trades or contractors; lightning, gale force winds (+60 m.p.h.), hailstorms, ice damage, ice dams (caused by thawing and freezing of ice, water or snow), hurricanes, tornados, floods, earthquakes or other unusual phenomena of the elements; structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of materials used as a roof substrate over which HGR's roofing material is applied; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions, which cause ponding or standing water; termites or other insects; rodents or other animals; fire; or harmful chemicals, oils, acids and the like that come into contact with customer's roof and cause a leak or otherwise damage the customer's roof. If the customer's roof fails to maintain a watertight condition because of damage by reason of any of the foregoing, HGR's warranty and guarantee shall immediately become null and void for the balance of its term unless such damage is repaired by HGR at the expense of the customer. To the extent permitted by law, HGR and its affiliates accepts no liability nor obligation to indemnify or hold the customer harmless for claims or damages to persons or property, except to the extent that such damage occurs during performance of HGR's work and are the direct result of HGR's own negligence or willful misconduct. Further, HGR shall not be responsible for damages to any area of the property upon which HGR's work has not been completed nor is HGR responsible for slight scratching or denting of gutters, oil droplets in driveways, fractures in concrete, damage to flowers or landscaping, or minor broken branches on trees, plants, shrubbery or other landscaping. In no event shall HGR be responsible for any type of damage resulting from vibrations, including, but not limited to, interior drywall/plaster damage, nail pops or disconnection of chimneys, flues, air ducts, ventilation shafts, exhaust vents, furnace vents or sewer vents. HGR shall not be responsible for hidden sight conditions or latent defects to the property, including, without limitation, structural errors or damages, electrical wires, plumbing and/or pipes, ceilings and other portions of the property that are too close to the nailing surface or attached under the roof which may be damaged during the course of roof replacement or repair. The customer understands and agrees HGR shall have no responsibility for damages of any kind to persons or property occurring after job completion, except as provided by law.

16. The customer and its agents and affiliates shall defend, indemnify and hold HGR and its affiliates harmless for and against any losses, liabilities or other damages in connection with the work described in this Proposal/Agreement to the extent that such losses, liabilities or other damages arise out of the customer or its agents and affiliates' negligence. To the extent permitted by law, the customer acknowledges and agrees the maximum recourse and liability shall be limited to, the amount HGR billed to the customer. The customer acknowledges and agrees HGR does not warrant or guarantee previous workmanship or pre-existing materials, nor any materials or labor not originally provided by HGR. HGR shall not be responsible for latent defects in materials and accessories supplied by third parties. HGR shall not be responsible for rework required as a result of the acts or errors of others. HGR shall not be responsible to verify accepted shingle type and colors with any community covenants that may exist and any re-work resulting from an error.

17. Pursuant to Article 22 of Title 38, Colorado Revised Statutes, companies or persons furnishing labor and/or materials for improvement of residential property may collect money from the customer by filing a lien on the property, even though the contractor has been paid for the work. Because of the law, if you request, HGR will furnish a complete lien release upon receipt of your final payment.

18. Upon mutual execution by the parties, this Proposal/Agreement will constitute the entire agreement between the parties, there being no other agreements, written or oral. This Proposal/Agreement may be modified only in writing signed by both parties.

19. Within (30) thirty days from the date hereof, but not thereafter unless approved by HGR, the customer may accept this Proposal/Agreement by executing the same and returning it to HGR but subject to the approval of the customer's credit by HGR and subject to any manufacturer/supplier price increases.

20. HGR and the customer agree that if a court of competent jurisdiction determines that the scope of any provision of this Proposal/Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable. HGR and the customer agree that if any provision of this proposal/contract is determined to be unenforceable for any reason, and such provision cannot be reformed by the court as anticipated above, such provision shall be deemed separate and severable and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions hereof.

21. Time is of the essence of each provision of this Proposal/Agreement.

22. This Proposal/Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as provided in this Proposal/Agreement. Neither this Proposal/Agreement nor any of the rights, interests, or obligations under this Proposal/Agreement may be assigned by the customer without the prior written consent of HGR, which consent may be withheld in HGR's sole and absolute discretion.

23. Any consent required by HGR under this Proposal/Agreement must be granted in writing and may be withheld by HGR in its sole and absolute discretion, unless otherwise expressly provided herein.

24. In the event of a sale or conveyance by the owners of HGR, the same shall operate to release HGR from any liability under this Proposal/Agreement, and in such event HGR's successor-in-interest shall be solely responsible for all obligations of HGR under this Proposal/Agreement.

25. Nothing in this Proposal/ Agreement shall be deemed to constitute HGR and the Customer as partners or joint venturers.

26. When required by the context of this Proposal/Agreement, the singular shall include the plural, and the masculine shall include the feminine and/or neuter.

27. This Proposal/Agreement shall be governed by and construed pursuant to the laws of the State of Colorado without regard to its principals of conflict law. Venue for any disputes shall be in the state or federal courts located in the county in which the subject property is located in Colorado.

28. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS PROPOSAL/AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS PROPOSAL/AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

29. This Proposal/Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

30. By executing this Proposal/Agreement, the customer agrees to allow HGR to pursue the customer's best interest for a roof replacement and/or other trade work associated with the insurance claim. Further, by executing this Proposal/Agreement, the customer agrees to allow HGR to take, utilize, and display photographs or videos of the work done, including of the subject property, on HGR's website, portfolios, and other marketing materials for the purpose of marketing. HGR agrees to not provide identifying information in its marketing materials of either the customer or the subject property without prior approval.