

**VENTANA METROPOLITAN DISTRICT**

Regular Board Meeting

**Monday, May 15, 2023 – 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/728897121>

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

**Public invited to attend**

**AGENDA**

1. Call to Order
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters
3. Board of Director Oaths of Affirmation
4. Appointment of Officers
5. Approval of Agenda
6. Public Comment: (Limit to 3 minutes and for items not on the agenda)
7. 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 Board Meeting Minutes from the April 17, 2023, Meeting (enclosure)
  - b. Approval of Payables for the Period ending May 15, 2023 (enclosure)
    - General Fund – \$ 22,037.77
    - Bond Fund – \$ \_\_\_\_\_
    - **TOTAL – \$ 22,037.77**
  - c. Acceptance of Unaudited Financial Statements as of April 30, 2023, and the Schedule of Cash Position Updated as of April 30, 2023 (enclosure)
8. Market Update/Construction/Operations

9. Legal Matters
  - a. Bond Update
  - b. Discuss Legal Fees Associated with Collections Process
10. District Management Matters & Report
  - a. Review Managers Report (enclosure)
  - b. Update on Recreation Center Operations – Kevin Whatley
11. Review and consider approval of Recreation Center Rules and Regulations (enclosure)
  - a. Discuss and Review Current Guest Policy
12. Review & Discuss Additional Tree Removal
  - a. Review and consider Approval for Weisburg Proposal for Tree Removal / Replacement
  - b. Re-Review and consider Approval for Engagement for Landscape Architect
13. Adjourn
  - a. Next regular schedule meeting is June 19, 2023, at 6:00 pm





## VENTANA METROPOLITAN DISTRICT

Regular Board Meeting  
11007 Hidden Prairie Parkway  
Fountain, CO 80817

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

**Monday, April 17, 2023 – 6:00 p.m.**

Eric Farrar, President - Term to May 2025  
Christina Sparks, Vice President - Term to May 2025  
Michael Laurencelle, Treasurer - Term to May 2025  
Patrick Jarrett, Assistant Secretary - Term to May 2023  
Jennifer Herzberg, Assistant Secretary - Term to May 2023

### MINUTES

1. Call to Order: President Farrar called the meeting to order at 6:00 PM.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters: President Farrar confirmed a quorum was present. 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  
Patrick Jarrett (Excused)  
Christina Sparks  
Jennifer Herzberg (Excused)

Also in attendance were:

Rebecca Harris, WSDM – District Managers  
Heather Smith, WSDM – District Managers  
Kevin Whatley, Recreation Center Manager  
Kyle Thomas, DA Davidson  
Mick Schuhmacher, Board Member Elect

3. Approval of Agenda: Director Sparks moved to approve the Agenda as written; seconded by Director Laurencelle. Motion passed unanimously.
4. Public Comment: There was no public comment.
5. Regular Business Items: After review, Director Sparks moved to approve the Regular Business Items 5.a., 5.b. as amended, and 5.c.; seconded by President Farrar. Motion passed unanimously.
  - a. Approval of Board Meeting Minutes from the March 20, 2023 Meeting.
  - b. Approval of Payables for the Period ending April 17, 2023: Ms. Harris added an invoice from Bassett Heating & AC for maintenance done last month that totals \$2,682.88.

- General Fund – \$ 30,753.20
  - Bond Fund – \$ \_\_\_\_\_
  - TOTAL – \$ 30,753.20
- c. Acceptance of Unaudited Financial Statements as of March 31, 2023 and the schedule of cash position updated as of March 31, 2023.
6. Market Update/Construction/Operations: Mr. Schuhmacher provided an update on Ventana South and noted they are not pushing for additional filings at this time.
  7. Legal Matters
    - a. Bond Update: Ms. Harris provided a bond update. Negotiations have started with OPRIC regarding the compounding interest and market conditions are improving. Bond issuance is anticipated for July 2023.
  8. District Management Matters & Report
    - a. Review Managers Report: Ms. Harris introduced Heather Smith with WSDM who will be taking over as District Manager. Ms. Harris presented the monthly Managers Report.
    - b. Update on Recreation Center Operations: Mr. Whatley provided an update on Recreation Center operations. The pool is tentatively scheduled to open on May 20<sup>th</sup>. The Board discussed the pool rings repair. Director Sparks moved to approve the pool rings repair not to exceed \$2,500; seconded by Director Laurencelle. Motion passed unanimously. Ms. Harris discussed an issue that City of Fountain is having in Ventana South regarding cars parking in a fire lane. Code Enforcement is monitoring and will be posting No Parking signs. The Board discussed damaged signs in the community.
      - i. Status Update on Part-time Employee Hiring: There was no discussion.
  9. Review Recreation Center Rules and Regulations: The Board reviewed the updated Recreation Center Rules and Regulations. The Board will consider approval at the May Board meeting.
  10. Other Business
    - a. Next regular scheduled meeting is May 15, 2023 at 6:00 PM.
  11. Adjourn: Director Sparks moved to adjourn at 6:35 PM; seconded by Director Laurencelle. Motion passed unanimously.

Respectfully submitted,

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

THESE MINUTES ARE APPROVED AS THE OFFICIAL APRIL 17, 2023 MINUTES OF THE VENTANA METROPOLITAN DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

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Eric Farrar, President

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Christina Sparks, Vice President

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Michael Laurencelle, Treasurer

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Patrick Jarrett, Assistant Secretary

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Jennifer Herzberg, Assistant Secretary



**Ventana Metropolitan District**  
**PAYMENT REQUEST**  
5/15/2023  
**GENERAL FUND ACCOUNT**

<b>Company</b>	<b>Invoice</b>	<b>Date</b>		<b>Comments</b>
Black Hills Engergy	5322274450	4/28/2023	245.53	Auto Pay
Cintas	8406238457	4/30/2023	140.00	
Cintas	8406056912	12/31/2022	140.00	
City of Fountain Utilities	10005472-02	4/17/2023	539.18	Auto Pay - Rec
City of Fountain Utilities	10005630-03	4/17/2023	134.38	Auto Pay - Park
City of Fountain Utilities	10005686-02	4/17/2023	51.23	Auto Pay - Tract
City of Fountain Utilities	10006794-01	4/17/2023	51.23	Auto Pay - Tract
City of Fountain Utilities	10006795-00	4/17/2023	26.21	Auto Pay - Tract
Colorado Springs Cleaning Supplies	91942	4/24/2023	420.24	
Colorado Springs Cleaning Supplies	91942-1	5/3/2023	78.36	
HBS	FR3103366	4/30/2023	7,371.90	
HD Supply	9213407040	4/18/2023	150.66	
HD Supply	9210814928	1/25/2023	30.48	
HD Supply	9213234696	4/12/2023	218.05	
HD Supply	9213323719	4/14/2023	58.07	
Mailing Services Inc	17921	4/11/2023	329.80	
Signal 88, LLC	3643876	5/3/2023	843.57	
Susemihl, McDermott & Downie, P.C	35222	4/30/2023	750.00	
Weisburg Landscape Maintenance	50350	4/30/2023	4,420.00	
WSDM District Managers	7420	4/30/2023	6,038.88	
<b>TOTAL</b>			<b>\$ 22,037.77</b>	





## Ventana Metropolitan District

## Balance Sheet

As of April 30, 2023

05/09/23

Accrual Basis

	Apr 30, 23
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1105 · Eastern Colorado Bank -Checking	434,930.86
1106 · Eastern Colorado Bank - Savings	11,165.23
1110 · Kirkpatrick Bank	4,396.87
<b>Total Checking/Savings</b>	450,492.96
<b>Accounts Receivable</b>	
1-1230 · Property Taxes Receivable	248,843.49
<b>Total Accounts Receivable</b>	248,843.49
<b>Other Current Assets</b>	
1310 · Due from Developer	32,741.59
1390 · Undeposited Funds	8,290.08
<b>Total Other Current Assets</b>	41,031.67
<b>Total Current Assets</b>	740,368.12
<b>Fixed Assets</b>	
<b>Property and Equipment</b>	
Community Improvements	7,368,932.95
<b>Total Property and Equipment</b>	7,368,932.95
1505 · Parks	1,500,000.00
1510 · Pool	718,000.00
1540 · Accumulated Depreciation	-597.00
<b>Total Fixed Assets</b>	9,586,335.95
<b>TOTAL ASSETS</b>	<b>10,326,704.07</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2010 · Accounts Payable	23,903.91
<b>Total Accounts Payable</b>	23,903.91
<b>Other Current Liabilities</b>	
2022 · Deferred Property Tax Revenue	248,843.49
2035 · Interest Payalbe OPRIC	611,811.00
2100 · Payroll Liabilities	1,133.98
<b>Total Other Current Liabilities</b>	861,788.47
<b>Total Current Liabilities</b>	885,692.38
<b>Long Term Liabilities</b>	
Accrued Interest OPRIC	862,371.19
Advances from OPRIC	738,692.00
Bonds Payable - CH Metrobonds	11,373,071.39
<b>Total Long Term Liabilities</b>	12,974,134.58
<b>Total Liabilities</b>	13,859,826.96
<b>Equity</b>	
3000 · Opening Balance Equity	24,298.52
3910 · Retained Earnings	-3,831,568.16
Net Income	274,146.75
<b>Total Equity</b>	-3,533,122.89
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>10,326,704.07</b>

## Ventana Metropolitan District Profit & Loss Budget vs. Actual January through April 2023

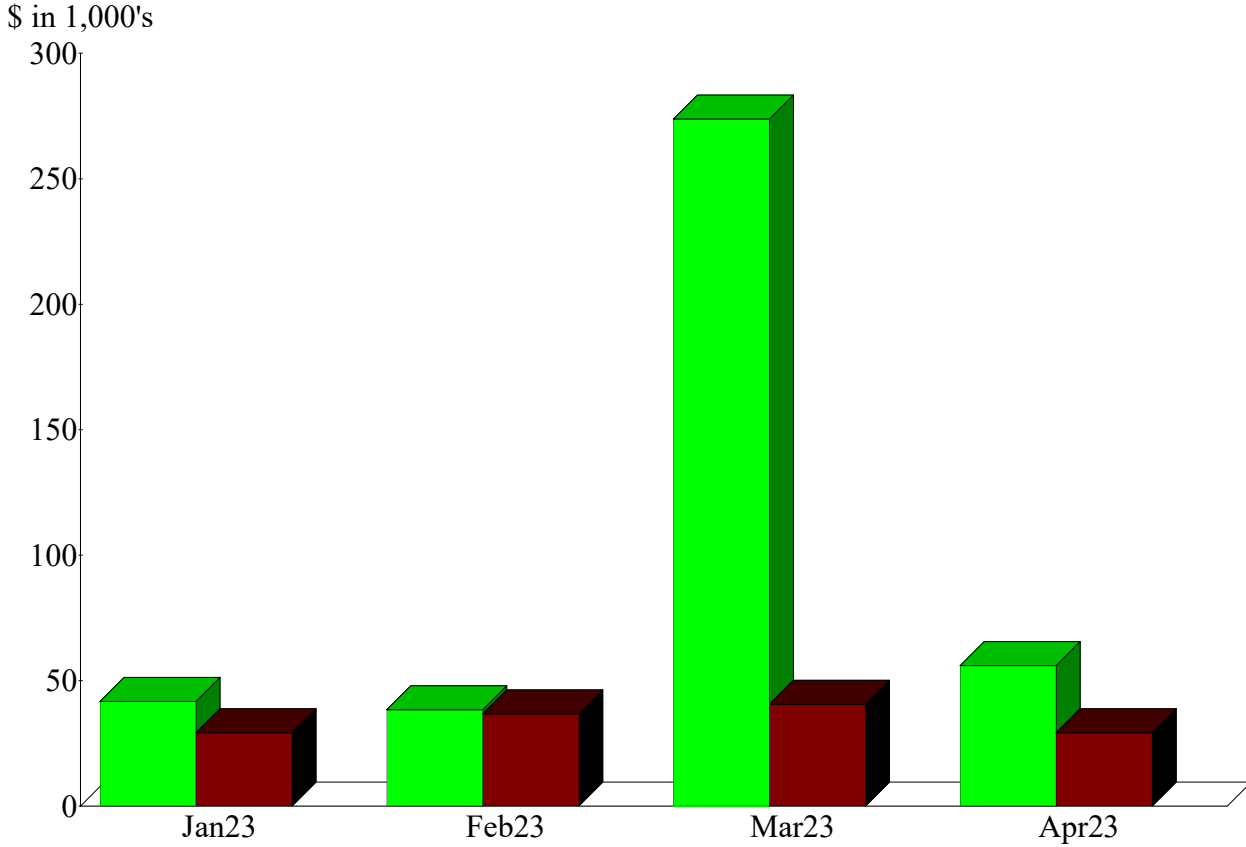
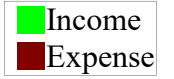
	TOTAL				
	Apr 23	Jan - Apr 23	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Treasurer Taxes</b>					
1-1400 · Current - O&M	1,747.01	48,611.27	97,829.70	-49,218.43	49.69%
1-1500 · Specific Ownership - O&M	870.57	2,464.84	6,848.08	-4,383.24	35.99%
2-1000 · Current- Debt	7,085.72	197,162.47	396,787.48	-199,625.01	49.69%
2-1200 · Specific Ownership - Debt	3,530.95	9,997.17	27,775.12	-17,777.95	35.99%
<b>Total Treasurer Taxes</b>	13,234.25	258,235.75	529,240.38	-271,004.63	48.79%
1-1000 · Late Fee	200.00	791.79			
1-1100 · Recreation Center Dues					
1-1105 · Ventana Residents	29,953.34	101,947.06	200,000.00	-98,052.94	50.97%
<b>Total 1-1100 · Recreation Center Dues</b>	29,953.34	101,947.06	200,000.00	-98,052.94	50.97%
1-1200 · Trash Service	12,557.47	31,841.85	90,000.00	-58,158.15	35.38%
1-1300 · Rental Security Deposit	0.00	0.00	2,000.00	-2,000.00	0.0%
1-1310 · Permit Use Fee	110.00	110.00			
1-180 · Covenant Violation Fine	30.00	170.00			
3-1300 · Park Permit Fee	0.00	16,992.04			
<b>Total Income</b>	56,085.06	410,088.49	821,240.38	-411,151.89	49.94%
<b>Gross Profit</b>	56,085.06	410,088.49	821,240.38	-411,151.89	49.94%
<b>Expense</b>					
<b>Treasurer's Fee</b>					
1-1450 · O&M-Treasurer's Collection Fee	26.21	729.17	1,467.45	-738.28	49.69%
2-1050 · Debt-Treasurer's Collection Fee	106.28	2,957.43	5,951.81	-2,994.38	49.69%
<b>Total Treasurer's Fee</b>	132.49	3,686.60	7,419.26	-3,732.66	49.69%
1-1700 · Audit	0.00	0.00	9,250.00	-9,250.00	0.0%
1-1800 · Board Election	0.00	0.00	8,000.00	-8,000.00	0.0%
1-1900 · Copies & Postage	461.90	1,040.32			
1-2000 · Recreation Center					
1-2300 · Utilities	784.71	5,150.89	40,000.00	-34,849.11	12.88%
1-2305 · Security	803.40	3,213.60	14,000.00	-10,786.40	22.95%
1-2306 · Maintenance/ Repairs	218.05	3,911.66	10,000.00	-6,088.34	39.12%
1-2310 · Supplies	560.24	1,989.12	4,000.00	-2,010.88	49.73%
<b>Total 1-2000 · Recreation Center</b>	2,366.40	14,265.27	68,000.00	-53,734.73	20.98%
1-2001 · Pool Expense					
1-2010 · Season Start Up/ Finish	0.00	0.00	3,000.00	-3,000.00	0.0%
1-2020 · Chemicals	0.00	1,099.67	10,000.00	-8,900.33	11.0%
1-2040 · Water	0.00	130.00	250.00	-120.00	52.0%
1-2050 · Repair/ Maintenance	208.73	208.73	5,000.00	-4,791.27	4.18%
<b>Total 1-2001 · Pool Expense</b>	208.73	1,438.40	18,250.00	-16,811.60	7.88%
1-6160 · Dues and Subscriptions	0.00	1,237.50	1,000.00	237.50	123.75%
1-6180 · Insurance	0.00	-632.00	15,000.00	-15,632.00	-4.21%
1-6200 · Park/ Landscape					
1-6205 · Maintenance	4,420.00	26,256.25	85,000.00	-58,743.75	30.89%
1-6210 · Utilities	179.90	1,046.33	70,000.00	-68,953.67	1.5%

## Ventana Metropolitan District Profit & Loss Budget vs. Actual January through April 2023

TOTAL

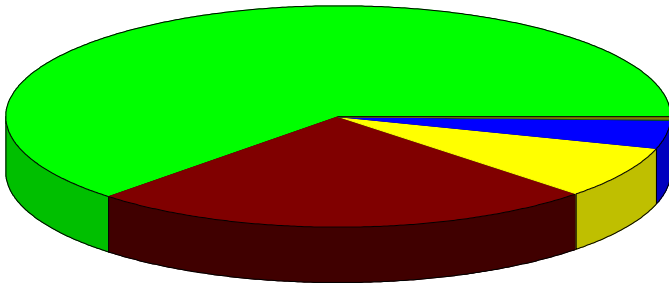
	Apr 23	Jan - Apr 23	Budget	\$ Over Budget	% of Budget
<b>Total 1-6200 · Park/ Landscape</b>	4,599.90	27,302.58	155,000.00	-127,697.42	17.62%
1-6240 · Miscellaneous	0.00	0.00	10,000.00	-10,000.00	0.0%
1-6490 · Office Supplies	6.18	225.71	8,000.00	-7,774.29	2.82%
1-6620 · Rental Security Deposit Refund	400.00	800.00	2,000.00	-1,200.00	40.0%
2-6000 · Capital Improvements	0.00	279.00			
2-6075 · Bond Expense					
Cost of Issuance	0.00	0.00	589,000.00	-589,000.00	0.0%
Paying Agent Fee	0.00	0.00	4,000.00	-4,000.00	0.0%
<b>Total 2-6075 · Bond Expense</b>	0.00	0.00	593,000.00	-593,000.00	0.0%
6560 · Payroll Expenses	7,053.06	27,761.49	75,000.00	-47,238.51	37.02%
6570 · Professional Fees					
1-2500 · Trash Service	7,371.90	28,789.64	65,000.00	-36,210.36	44.29%
1-2701 · District Management	3,304.34	15,552.10	54,000.00	-38,447.90	28.8%
1-2705 · VCC - Covenant Enforcement	2,596.26	9,958.50	36,000.00	-26,041.50	27.66%
1-6572 · Legal Fees	750.00	4,256.82	15,000.00	-10,743.18	28.38%
<b>Total 6570 · Professional Fees</b>	14,022.50	58,557.06	170,000.00	-111,442.94	34.45%
<b>Total Expense</b>	29,251.16	135,961.93	1,139,919.26	-1,003,957.33	11.93%
<b>Net Ordinary Income</b>	26,833.90	274,126.56	-318,678.88	592,805.44	-86.02%
<b>Other Income/Expense</b>					
<b>Other Income</b>					
2-7010 · Interest Income - Debt	5.50	20.19			
<b>Total Other Income</b>	5.50	20.19			
<b>Net Other Income</b>	5.50	20.19			
<b>Net Income</b>	<u>26,839.40</u>	<u>274,146.75</u>	<u>-318,678.88</u>	<u>592,825.63</u>	<u>-86.03%</u>

Income and Expense by Month  
January through April 2023



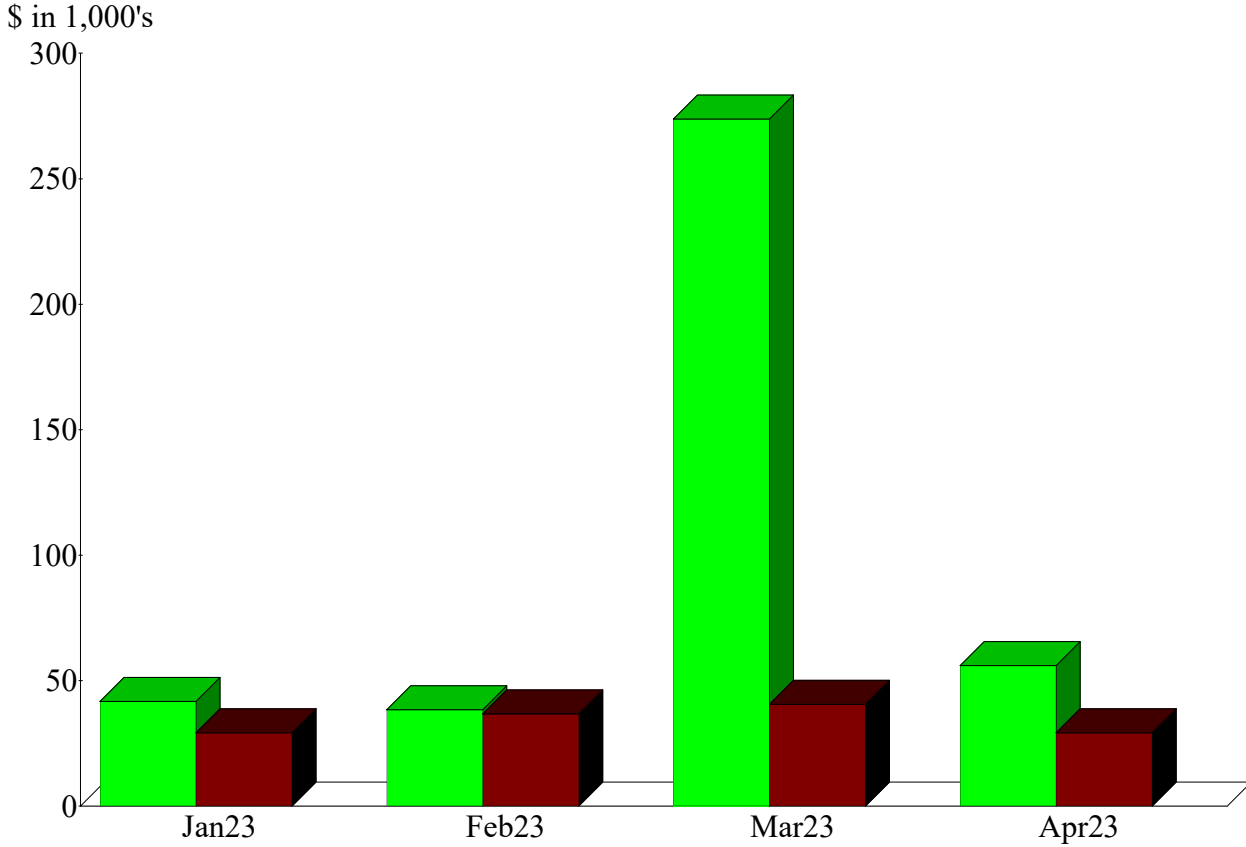
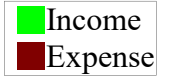
Income Summary  
January through April 2023

Treasurer Taxes	62.97%
1-1100 · Recreation Center Dues	24.86
1-1200 · Trash Service	7.76
3-1300 · Park Permit Fee	4.14
1-1000 · Late Fee	0.19
1-180 · Covenant Violation Fine	0.04
1-1310 · Permit Use Fee	0.03
2-7010 · Interest Income - Debt	0.01
<b>Total</b>	<b>\$410,108.68</b>



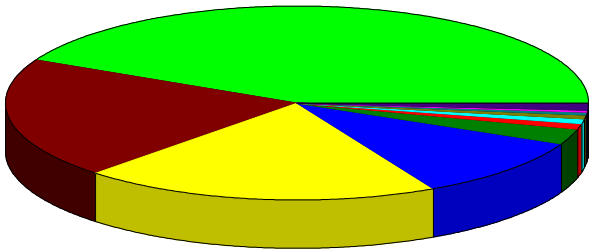
By Account

Income and Expense by Month  
January through April 2023



Expense Summary  
January through April 2023

6570 · Professional Fees	42.87%
6560 · Payroll Expenses	20.32
1-6200 · Park/ Landscape	19.99
1-2000 · Recreation Center	10.44
Treasurer's Fee	2.70
1-2001 · Pool Expense	1.05
1-6160 · Dues and Subscriptions	0.91
1-1900 · Copies & Postage	0.76
1-6620 · Rental Security Deposit Refund	0.59
1-6180 · Insurance	\$-632.00
Other	0.37
<b>Sub-Total</b>	<b>\$135,961.93</b>



By Account





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**MEMORANDUM**

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**TO:** VENTANA METROPOLITAN DISTRICT BOARD OF DIRECTORS  
**FROM:** HEATHER SMITH  
**SUBJECT:** MONTHLY MANAGERS REPORT FOR MARCH 20, 2023, MEETING  
**DATE:** MAY 10, 2023  
**CC:** REBECCA HARRIS  
KEVIN WALKER  
BOARD PACKET

Management Matters:

- Billing Review:
  - 5/6/2023 bills went out
  - 0 Payment arrangement(s)
  - 14 Liens current to date
  - 113 Reminder Letters sent out
- Monthly newsletter went out 5/1/2023

Recreation Center Update:

- 3 New Employees
- Tentative Pool Opening May 20<sup>th</sup>
- Fitness Center Equipment Inspection

Landscape Maintenance Status/ Review:

- IGA with City for Filing No. 6 Landscape

VCC Matters:

- Violation Highlights:
  - 5 Violations Issued (year-to-date 2023)
    - 80% Play & Sport Equipment
    - 20% Nuisances
- Architectural Submission Highlights:
  - 9 Applications Received (year-to-date 2023)
    - 3% Detached Structure/ Building
    - 13% Patio/ Arbor/ Deck
    - 23% Shed
    - 6% Fence
    - 39% Landscaping
    - 10% Exterior Modification
    - 3% Driveway Extension
    - 3% Other
  - 20 approved as submitted
  - 4 approved with stipulations





# Kid Zone Rules and Regulations

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If the following rules and regulations are not followed you will be subject to either a fine and/or suspended access to the Recreation Center/ Pool area. Following rules are up to the interpretation of; Board of Directors, Management, or Facility Staff.

- ALL Rules and Regulations for the Recreation Center/Club House apply and extend into the Kid Zone.
  - You may bring your own movies to play in the DVD player, movies are not supplied.
  - Movie are restricted to ratings **G or PG ONLY**.
  - Make sure to pick-up/clean-up after yourself/Child after playing in the Kid Zone.
  - All toys supplied must be left at the Recreation Center for ALL kids to continue to enjoy.
  - While the child is enjoying the Kid Zone, their parent/Legal Guardian is responsible for the safety and wellbeing of the child/ children.
  - While the child is enjoying the Kid Zone, their parent/Legal Guardian is held liable for incidents that may occur involving the child/children.
  - Ventana Metropolitan District is not responsible or liable for any lost, stolen, or damaged items.
- 
- Failure to comply with any Rules and Regulations may result in Recreation Center access to be placed under advisement by Ventana Metropolitan District/their Manager.

First Aid Kit is Located: At the Reception Desk

In Case of Emergency Call: Step 1 - Call 9-1-1  
Step 2 - Call (719) 447-1777 or (719) 447-4840 outside business hours.

# Recreation Center/ Club House Rules and Regulations

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If the following rules and regulations are not followed you are subject to either a fine and/or suspended access to the Recreation Center. Following rules are up to the interpretation of; Board of Directors, Management, or Facility Staff.

- **NO glass containers allowed**
- **NO tobacco, alcohol, recreational drugs, or illegal substances**
- **NO smoking, including vape pens, e-cigarettes, or any other smoke free device allowed on premises**
- **NO pets allowed (unless a certified service animal)**
- **Abusive, obscene, derogatory, or hostile behavior is prohibited**
- **Appropriate attire must be worn at all times**
- **Children under 16 years of age must have parental supervision**
- **Non-members are NOT allowed unless during a time the Great room is rented.**
- **NO weapons or firearms of any kind**
- **Inappropriate displays of affection are prohibited**
- **Abuse of property will not be tolerated**
- **If at any time police are called for any violation the access will be under advisement**
- **If at any point illegal activities occur on the premises the Fountain Police will be notified**
- **Ventana Metropolitan District reserves the right to take whatever actions necessary to preserve the safety and integrity of facilities**
- **Ventana Metropolitan District is not held responsible for any lost, stolen, or damaged items of the members**

To access the Ventana Guest WiFi – Password is **V3ntana1**

**First Aid Kit is Located:** At the Reception Desk  
**In Case of Emergency Call:** Step 1 - Call 9-1-1  
Step 2 – Call (719) 447-1777 or (719) 447-4840 outside business hours.

# Pool Area Rules and Regulations

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If the following rules and regulations are not followed you will be subject to either a fine and/or suspended access to the Recreation Center/ Pool area. Following rules are up to the interpretation of; Board of Directors, Management, or Facility Staff.

## Rules & Regulations:

- NO glass containers allowed
- NO tobacco, alcohol, recreational drugs, or illegal substances are allowed
- NO smoking including vape pens, e-cigarettes, or any other smoke free device allowed on premises
- NO pets allowed (unless a certified service animal)
- NO abusive, obscene, derogatory, or hostile behavior allowed
- NO weapons or firearms of any kind
- NO swimming while pool is closed
- NO diving
- NO urinating in the pool
- NO Inappropriate displays of affection
- NO person weighing less than 115 pounds is allowed in Hot Tub.
- Abuse of property will NOT be tolerated

## Addition Matters:

- Be courteous of others in pool (i.e.; low volume music, no obscene language, quiet gatherings, etc.)
- Small pool toys and floatation devices are permitted with appropriate use (i.e.; pool noodle, float's for kids, etc.)
- Children in diapers MUST wear swim diapers or rubber pants at ALL TIMES
- Appropriate swim attire must be worn at ALL times
- Children under 16 years of age must have parental

First Aid Kit is Located: At the Reception Desk

In Case of Emergency Call: Step 1 - Call 9-1-1

Step 2 - Call (719) 447-1777 or (719) 447-4840 outside business hours.

**supervision**

- **Pool and Hot Tub are for Members and pre-approved guests ONLY**

**Please Note:**

- **NO LIFEGUARD ON DUTY, swim at your own risk. Management and owners are not responsible for any accidents or injuries.**
- **If at any time police are called for any violation your access will be under advisement by the Manager.**
- **If at any point illegal activities occur on the premises the Fountain Police will be notified.**
- **Ventana Metropolitan District reserves the right to take whatever actions necessary to preserve the safety and integrity of our facilities.**
- **Ventana Metropolitan District is not held responsible for any lost, stolen, or damaged items of the members or guest.**

**First Aid Kit is Located: At the Reception Desk**

**In Case of Emergency Call: Step 1 - Call 9-1-1  
Step 2 - Call (719) 447-1777 or (719) 447-4840 outside business hours.**

# Hot Tub/ Spa Rules and Regulations

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**If the following rules and regulations are not followed you will be subject to either a fine and/or suspended access to the Recreation Center/ Pool area. Following rules are up to the interpretation of; Board of Directors, Management, or Facility Staff.**

- **Pool Area Rules must be followed and are extended to the Hot Tub/ Spa Area.**
- **Enter and exit the Hot Tub slowly.**
- **NO jumping, running, or diving.**
- **NO glass in or near the Hot Tub.**
- **Elderly persons and pregnant women should consult a physician before using a Hot Tub.**
- **NO person weighing less than 115 pounds is allowed in Hot Tub.**
- **Do not enter the Hot Tub if the temperature is over 104 degrees Fahrenheit.**
- **Limit your soak time to 15 minutes and cool off before re-entry.**
- **Anyone with diabetes, heart disease, high or low blood pressure or any serious illness should consult a physician before entering.**
- **Do not use soaps or oils in the Hot Tub.**
- **Pool Toys are NOT allowed in the Hot Tub/ Spa.**
- **Jet controls can be found North of the Hot Tub on the wall of the Recreation Center/ Club House building.**

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**First Aid Kit is Located: At the Reception Desk**

**In Case of Emergency Call: Step 1 - Call 9-1-1  
Step 2 - Call (719) 447-1777 or (719) 447-4840 outside business hours.**





# Ventana Metro District

Bid Date: 4/12/2023

## Stump Grind Dead Trees: Qty 59

Description	Materials			Labor & Equipment			Haul, Dump, Delivery		Total
	qty	unit	subtotal	unit	hours	subtotal	qty	rate	
<b>Stump Grinder:</b> Grind out entire stump					30	\$ 5,550.00	3	\$ 85.00	\$ <b>5,805.00</b>
<b>Irrigation:</b> Ensure drip is working, each tree has 3- 2 GPM Emitters					30	\$ 2,100.00	3	\$ 25.00	\$ <b>2,175.00</b>
<b>Notes:</b> Stump grinding old stump, leave hole for replacment planting, insure drip working to hole.									<b>Total:</b> \$ <b>7,980.00</b>

## Replacing Dead Evergreen Tree- Same Location: Qty 40

Description	Materials			Labor & Equipment			Haul, Dump, Delivery		Total
	qty	unit	subtotal	unit	hours	subtotal	qty	rate	
<b>Planting 2" B&amp;B- Northern Red Oak</b>	5		\$ 2,782.50		12.75	\$ 988.13	1	\$ 85.00	\$ 3,855.63
<b>Planting 2" B&amp;B- Autumn Blaze Maple</b>	5		\$ 2,782.50		12.75	\$ 988.13	1	\$ 85.00	\$ 3,855.63
<b>Planting 2" B&amp;B- Spring In Snow</b>	5		\$ 2,782.50		12.75	\$ 988.13	1	\$ 85.00	\$ 3,855.63
<b>Planting 2" B&amp;B- Hawthorn</b>	5		\$ 2,416.90		12.75	\$ 988.13	1	\$ 85.00	\$ 3,490.03
<b>Planting 6' Austrian Pine</b>	10	ea	\$ 5,250.00	crew hrs per plant	24	\$ 1,860.00	1	\$ 170.00	\$ 7,280.00
<b>Planting 6' Ponderosa</b>	10	ea	\$ 4,830.00	crew hrs per plant	24	\$ 1,860.00	1	\$ 170.00	\$ 6,860.00
<b>Clean-Up - Blowers</b>					2	\$ 115.00			\$ 115.00
<b>Notes:</b> Adding more variety of trees will increase the odds of avoiding a mass die off due to weather, insects or other factors as each tree varies in what it can tolerate. Price includes adding mulch to base of each tree and staking W/materials.									<b>Total:</b> \$ <b>29,311.90</b>



**Replacing Dead Deciduous Tree- Same Location: Qty 19**

Description	Materials			Labor & Equipment			Haul, Dump, Delivery		Total
	qty	unit	subtotal	unit	hours	subtotal	qty	rate	
<b>Planting 2" B&amp;B- Northern Red Oak</b>	4		\$ 2,226.00		10.2	\$ 790.50	1	\$ 85.00	\$ 3,101.50
<b>Planting 2" B&amp;B- Autumn Blaze Maple</b>	5		\$ 2,782.50		12.75	\$ 988.13	1	\$ 85.00	\$ 3,855.63
<b>Planting 2" B&amp;B- Spring In Snow</b>	5		\$ 2,782.50		12.75	\$ 988.13	1	\$ 85.00	\$ 3,855.63
<b>Planting 2" B&amp;B- Hawthorn</b>	5		\$ 2,416.90		12.75	\$ 988.13	1	\$ 85.00	\$ 3,490.03
<b>Clean-Up - Blowers</b>					2	\$ 115.00			\$ 115.00
								<b>Total:</b>	<b>\$ 14,417.78</b>

**Notes:** Adding more variety of trees will increase the odds of avoiding a mass die off due to weather, insects or other factors as each tree varies in what it can tolerate. Price includes adding mulch to base of each tree and staking W/materials.

**Planting Trees Around Clubhouse/Pool : Qty 8- Have Some Areas That Could Use Trees**

Description	Materials			Labor & Equipment			Haul, Dump, Delivery		Total
	qty	unit	subtotal	unit	hours	subtotal	qty	rate	
<b>Planting 2" B&amp;B- Northern Red Oak</b>	2		\$ 1,113.00		5.1	\$ 395.25	1	\$ 85.00	\$ 1,593.25
<b>Planting 2" B&amp;B- Autumn Blaze Maple</b>	2		\$ 1,113.00		5.1	\$ 395.25	1	\$ 85.00	\$ 1,593.25
<b>Planting 2" B&amp;B- Spring In Snow</b>	2		\$ 1,113.00		5.1	\$ 395.25	1	\$ 85.00	\$ 1,593.25
<b>Planting 2" B&amp;B- Hawthorn</b>	2		\$ 966.76		5.1	\$ 395.25	1	\$ 85.00	\$ 1,447.01
<b>Clean-Up - Blowers</b>					2	\$ 115.00			\$ 115.00
								<b>Total:</b>	<b>\$ 6,341.76</b>

**Removing Dead Shrubs & Junipers and Plant Replacements Around Pool & Clubhouse**

Description	Materials			Labor & Equipment			Haul, Dump, Delivery		Total
	qty	unit	subtotal	unit	hours	subtotal	qty	rate	
<b>Juniper Removal - Hand dig out/Pull out QTY: 56</b>					14	\$ 805.00	3	\$ 225.00	\$ 1,480.00
<b>Dead Shrub Removal - Hand dig out/Pull out QTY: 12</b>					2	\$ 115.00	1	\$ 85.00	\$ 200.00
<b>Planting - #5 Juniper</b>	13	ea	\$ 650.00	crew hrs per plant	6.5	\$ 373.75	1	\$ 85.00	\$ 1,108.75
<b>Planting - #5 Shrubs- Spireas, Barberry, Red Twig Dogwood &amp; Butterfly Bush</b>	55	ea	\$ 2,750.00	crew hrs per plant	27.5	\$ 1,581.25	1	\$ 170.00	\$ 4,501.25
								<b>Total:</b>	<b>\$ 7,290.00</b>

**Grand Total: \$ 65,341.44**





**Professional Service Agreement (“PSA”) for Landscape Architectural Services**

**DATE:** November 16, 2022

**“CLIENT”:** Ventana Metropolitan District  
c/o Walker Schooler District Managers  
614 N. Tejon Street  
Colorado Springs, CO 80903

Thank you for the opportunity to present you with the following PSA for Landscape Architectural services at Ventana Metropolitan District. Our understanding of the services requested by the Ventana Metropolitan District is not landscape design, per se, but more so the application process with the City of Fountain, which requires a licensed Landscape Architect. As such, we have included the following Scope of Services and would appreciate any input from the following pages on how to proceed. Thank you again for the opportunity!

**PROJECT LOCATION:**



*Metropolitan District Land Area for Ventana highlighted above in yellow with a bold black outline.*



**SCOPE OF SERVICES:**

**Task 1 – Site Visit and Meeting with the City of Fountain**

Consultant will conduct a site visit with the approved pdf landscape plans from the site and gather an understanding of the trees that are considered to be dead by the City of Fountain. Given that at the time of this PSA, we are in winter and the deciduous trees will not have leaves, we will need a detailed map identifying the dead trees, or the location of the trees that may have been removed already (See “Client to Provide below”). a schematic design for the project described above. This task accounts for a single deliverable to the client, a set of revisions per client comments. Any additional revisions outside of the control of the Consultant, will be billed at an hourly rate per rate schedule that follows.

Client to Provide:                   Approved Landscape Plans; As Built Landscape Plans of Existing Conditions (if available); All applicable City Fees

Deliverables:                       Notes of Applicability

Anticipated Timeline:           14-21 Business Calendar Days

**Task 2 – Amendment to the Site Development Plan Landscape Sheets**

Consultant will provide an amendment to the Landscape Sheets of the Approved Site Development Plan. The amendments will be shown and clouded digitally, overlaying the pdfs of the approvals, provided by the Client. The extents of the scope of the amendments include the replacement of trees that have died on the property and trees that have been removed. No changes to groundplane materials, shrubs, perennials, etc. will be updated. This task accounts for the initial submittal and includes a draft copy provided to the client ahead of the submittal. This task also includes a resubmittal of the submittal per any Client or City comments to the Site Development Plan Amendment. Any additional revisions, outside of the control of the Consultant, beyond the second submittal will be billed at an hourly rate per rate schedule that follows.

Client to Provide:                   All Applicable Items from Task 1

Deliverables:                       Submittal and Resubmittal (if necessary) to the City of Fountain for the Landscape Site Development Plan drawings.

Anticipated Timeline:           60-90 Calendar Days

**Task 3 – Landscape Construction Observation**

Consultant will provide a landscape observation as requested or deemed necessary by the jurisdiction. Recommended (and required in certain jurisdictions) observation shall occur (1) prior to the commencement of the tree installation, and (2) upon substantial completion of the landscape installation. This task shall be provided on a time and materials basis at an hourly rate per rate schedule that follows.

**HOURLY RATES, REIMBURSABLES AND MILEAGE:**

- Hourly Rates for services shall be \$125.00 per hour for Non-Principals; \$140.00 per hour for Principals. Please note that this rate can be avoided with a change order to this PSA for a Fixed Fee Task.



- Printing Provided by Urban Landscapes will be billed as a reimbursable fee to the client, plus an additional 10% for administrative services.
- Mileage will be billed as a reimbursable fee at the rate of \$0.65/mile
- Additional Reimbursable Expenses shall be stated to the Client prior to a transaction and will be billed as a reimbursable expense, plus an additional 10% for administrative services.

**EXCLUSIONS:**

The following services are not included within this designated scope of services:

- As-Built Drawings, including Land Surveying of any Type
- Submittal Fees
- Planting Design (beyond trees in the scope of services)
- Irrigation Design
- Landscape Construction Drawings
- Landscape and/or Irrigation Design within individual single-family lots
- Architectural or Other Construction Documentation Outside of Landscape and Irrigation Documents
- Site Details outside of Landscape Architectural Purview, including Fence Details, Trash Enclosures, Non-Prefabricated Site Furnishings, Playground Equipment and Pergolas
- Additional Federal or State regulatory requirements
- Coordination and Participation with Architectural Control Committee
- Neighborhood Meetings
- Public Hearings
- Environmental impact and assessment reports
- Construction Administration

**COMPENSATION SCHEDULE:**

The CLIENT agrees to pay the Consultant for completing the professional services based on the stipulated fees and expenses contained in the following Compensation Schedule. Consultant will submit invoices monthly or upon the completion of a Task. Payment from Client is due immediately and considered late if not paid within thirty (30) days after Client’s receipt of the invoice.

<b>Compensation Schedule</b>		<b>Amount</b>
Task 1 – Site Visit and Meeting with City of Fountain	Time & Materials, Budget Est:	\$2,600.00
Task 2 – Amendment to the SDP Landscape Sheets	Fixed Fee	\$4,000.00
Task 3 –Construction Observation (Time and Materials)	Time & Materials, Budget Est:	\$1,200.00
Meetings and Reimbursables	Time & Materials, Budget Est:	\$250.00
<b>Total Budgeted Compensation</b>		<b>\$8,050.00</b>

Consultant will not perform any work which may cause Consultant’s fees to exceed the estimates listed above without the Client’s written prior consent.



## **INSURANCE**

Consultant shall maintain during the term of this Agreement insurance of the kinds and with the limits indicated below:

- Workers Compensation Insurance as required by statute, including Employers Liability, with limits of \$500,000.00 each accident; \$500,000 disease, policy limit; \$500,000 disease, each employee.
- Commercial General Liability Insurance with limits of \$2,000,000 per occurrence and \$4,000,000 aggregate.
- Professional Liability Practice Policy with limits of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Unless otherwise provided, Clients shall maintain insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of Client, the owner, Consultant, and any other beneficially interested person or entity, and shall insure against the perils of fire and extended coverage, and shall include insurance for loss or damage. If Consultant is damaged by failure of Client to maintain such insurance and to so notify Consultant, then Client shall bear all costs properly attributable thereto.



**GENERAL CONDITIONS:**

1. The CLIENT or the CLIENT's agents shall furnish all relevant plans and documents and site items pertinent to the scope of services provided. These plans and documents shall include, but not be limited to, utility locations, fence and gate locations, wall locations, stairs and sidewalks, and drainage materials such as downspouts. Failure to provide documents to be utilized may result in additional time in creating basic as-built drawings or more schematic drawings over an aerial image available online.
2. The CLIENT or the CLIENT's agents shall furnish all tests, permits and reports that are required by law or that are necessary for performance of services that may not be itemized as part of the Scope of Services. Data, interpretations, and recommendations by CONSULTANT will be based solely on information available to CONSULTANT, and it will not be responsible for hidden conditions or other parties' "interpretations" or use of the information developed. If the CLIENT observes or otherwise becomes aware of any fault or defect in the underlying project or the information provided to CONSULTANT, they shall give prompt written notice thereof to the CONSULTANT.
3. No changes shall be made in this agreement except as agreed to in writing by the CLIENT and CONSULTANT. Any provision of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the parties will in good faith attempt to replace an invalid provision with one that is valid and enforceable, and which comes as close as possible to achieving the original intent.
4. If this PSA is not accepted by CLIENT within 30 days of CLIENT's receipt thereof, CONSULTANT reserves all rights to issue a new professional service agreement with modified fees.

**Work Product:** The parties intend that all rights, including without limitation intellectual property rights, in any reports, plans, drawings, designs, guidelines, or other materials generated (collectively, the "Work Product") by CONSULTANT in connection with its services under this PSA will vest in the CLIENT and that such Work Product shall be considered a "work made for hire." CONSULTANT agrees to cooperate with CLIENT to aid in conferring ownership in such Work Product in the CLIENT upon termination of this PSA for any reason.

**Termination:** This PSA may be terminated in writing by either party upon seven (7) days' written notice. Upon such termination, CONSULTANT will be entitled to payment as follows: (1) the actual work performed by CONSULTANT in conformance with this PSA; (2) reimbursable expenses incurred by CONSULTANT in conformance with this PSA. CONSULTANT will not be entitled to any claim (including a claim of lien) against CLIENT for any additional compensation or damages in the event of such termination and payment. Upon such payment, CONSULTANT will provide all draft and final versions of the Work Product to CLIENT.

**Dispute Resolution:** All claims and disputes between CONSULTANT and the CLIENT arising out of or relating to the Agreement, or the breach thereof, shall be subject to mediation as a

condition precedent to arbitration. Arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and any decisions or judgments shall be final. Any legal fees, expert witness fees, accounting fees and court costs arising from a dispute shall be paid in their entirety by the loser of the dispute.

**Limitation of Liability:** In recognition of the relative risks and benefits of the Project to both the Client and Urban Landscapes, LLC, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Urban Landscapes, LLC to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Urban Landscapes, LLC to all of those named shall not exceed Urban Landscapes, LLC's total fee for services rendered on this project. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**Independent Contractor and Compliance:** CONSULTANT is engaged by CLIENT solely as an independent contractor, and not as an employee, partner, joint venturer, nor agent beyond the scope(s) of work outlined herein. CONSULTANT is responsible for all taxes, business licenses, or fees associated with this PSA. CONSULTANT will perform the services called for under this PSA in accordance with all applicable laws, regulations, rules, and codes.

**Applicable Law:** This Agreement is executed in the State of Colorado and shall be construed according to the Laws thereof. E-mail or facsimile signatures shall be binding for the purposes of this PSA.

**Acceptance:** If this agreement is acceptable, please print and execute a copy and return to our office at your earliest convenience.

By:

\_\_\_\_\_  
CONSULTANT: Date  
John W. Olson  
President, Urban Landscapes, LLC

By:

\_\_\_\_\_  
CONSULTANT: Date  
Designated Representative