

VENTANA METROPOLITAN DISTRICT

Regular Board Meeting

Monday, August 21, 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>

You can also dial in using your phone.

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Access Code: 728897121

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 Board Meeting Minutes from the July 17, 2023, Meeting (enclosure)
 - b. Approval of Special Board Meeting Minutes from the August 2, 2023, Meeting (enclosure)
6. Financial Matters
 - a. Approval of Payables for the Period ending August 21, 2023 (enclosure)

i.	General Fund –	\$	39,585.97
ii.	Bond Fund –	\$	0.00
iii.	TOTAL –	\$	39,585.97
 - b. Acceptance of Unaudited Financial Statements as of July 31, 2023, and the Schedule of Cash Position Updated as of July 31, 2023 (enclosure)
7. Market Update/Construction/Operations

8. Legal Matters
 - a. Bond Update
 - b. Insurance Claim Update

9. District Management Matters & Report
 - a. Review Managers Report (enclosure)
 - b. Update on Recreation Center Operations – Kevin Whatley

10. General Business
 - a. Discuss Season’s End - Pool Closure
 - b. Review and Consider Approval of Additional Breeze for Trail Top-dress (enclosure)
 - c. Review and Consider Approval of Amended Landscape Maintenance Contract (enclosure)

11. Adjourn
 - a. Next regular schedule meeting is September 18, 2023, at 6:00 pm





VENTANA METROPOLITAN DISTRICT

Regular Board Meeting

Monday, July 17, 2023 – 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: Ms. Smith called the meeting to order at 6:03 PM.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters: Ms. Smith 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

Christina Sparks

Rich Vorwaller (Excused)

Mick Schuhmacher

Also in attendance were:

Rebecca Harris, WSDM – District Managers

Heather Smith, WSDM – District Managers

Kevin Walker, WSDM – District Managers

Kevin Whatley, Recreation Center

Braden Hammond, BiggsKofford

3. Approval of Agenda: Director Laurencelle moved to approve the Agenda as written; seconded by Director Sparks. Motion passed unanimously.
4. Public Comment: A member of the public commented on the recent pool closures. She commented that the pool should not be shut down solely for low attendance. She requested that the reason behind the closure be announced when closing the facilities. A discussion was had regarding the current mechanical concerns with the pool pump, heater, and cracks in the mastic

and noted that these issues have resulted in frequent closure. Mr. Whatley discussed the early pool closures at 9:00 – 9:30 PM during the first week of July.

A member of the public commented on mosquitos due to the heavy rains. Mrs. Harris explained that Weisburg Landscape is working to clean-up the flooded and washed out areas, which should help to eliminate the pests.

5. Regular Business Items

- a. Approval of Board Meeting Minutes from the June 19, 2023 Meeting: President Farrar moved to approve the June 19, 2023 Meeting Minutes; seconded by Director Laurencelle. Motion passed unanimously.

6. Financial Matters

- a. Review and Consider Approval of the 2022 Audit and Presentation: Mr. Hammond with BiggsKofford presented the 2022 Audit. He noted a qualified opinion was issued with respect to the governmental activity. He explained this is unusual and the auditors cannot say they are materially correct due to the debt with OPRIC that has not been confirmed for many years. This statement has been included in previous year's audits. Unmodified opinions which are clean opinions and the highest level of assurance they can provide were issued for everything else including general fund, debt service fund, and capital service funds. After review, President Farrar moved to approve the 2022 Audit as presented for finalization; seconded by Director Sparks. Motion passed unanimously.

- b. Approval of Payables for the Period ending July 17, 2023: Ms. Smith presented the Payables for the period ending July 17, 2023. After review, President Farrar moved to approve the Payables as presented; seconded by Director Laurencelle. Motion passed unanimously.

- i. General Fund – \$ 36,807.11

- ii. Bond Fund – \$ _____

- iii. TOTAL – \$ 36,807.11

- c. Acceptance of Unaudited Financial Statements as of May 31, 2023, and the Schedule of Cash Position Updated as of June 30, 2023: Ms. Smith presented the Unaudited Financial Statements. After review, Director Schuhmacher moved to approve the Unaudited Financial Statements as presented; seconded by President Farrar. Motion passed unanimously.

7. Market Update/Construction/Operations: Director Schuhmacher provided an update on Ventana South. Wet utilities are being installed in Filing 2. Sales are going well, and they hope to finish Filing 2 by next year. Filing 3 is anticipated to begin in the second quarter of 2024. He discussed the new trail and noted it will be taped off throughout construction to prevent foot traffic through the construction zone. The Board discussed notifying the community when the trail is anticipated to open and blocking the trailhead with a snow fence until then.

8. Legal Matters

- a. Bond Update: Mr. Walker provided an update on the bonds and schedule. The preliminary limited offering memorandum should be done by July 31st, the bonds would be priced on August 15th and closed on August 23rd. Legal counsel is drafting documents for the agreement with Challenger and OPRIC. A special meeting needs to be scheduled for the first week of August to approve the final bond documents. The Board scheduled the special meeting for August 2nd at 5:00 PM. Mr. Walker provided a brief overview of the debt with OPRIC. Mr. Walker presented two engagement letters for the bond consultants, an accountant and market share consultant. Mr. Walker confirmed the bond proceeds will cover these costs. Director Schuhmacher moved to approve the engagement letters with King & Associates and Causey seconded by President Farrar. Motion passed unanimously.

- b. Insurance Claim Update: Ms. Smith provided an update on the insurance claim. Insurance is working directly with the resident and their representation.

9. District Management Matters & Report

- a. Review Managers Report: Ms. Smith presented the Managers Report.
- b. Update on Recreation Center Operations: Mr. Whatley provided an update on Recreation Center operations. Mr. Whatley, WSDM, and a member of the public discussed the pool rules and food at the pool.

10. General Business

- a. Review and Discuss Landscape Plan Amendment Update: Ms. Smith discussed the landscape plan amendment. She explained the City's tree requirement and hopes to have more information at the next meeting regarding the options to do less trees and potentially swap out trees for shrubs.
- b. Review and Consider Approval of Pool Gate Repair Proposals: Ms. Smith presented two pool gate repair proposals. After review, Director Schuhmacher moved to approve the proposal from Ancona Job Shop subject to the closer being warrantied for one year; seconded by Director Laurencelle. Motion passed unanimously.
- c. Review and Consider Approval of Landscape Maintenance Contract Amendment: The Board tabled this item until the next meeting.
- d. Review and Consider Approval of Landscape Improvement Proposals: Ms. Smith presented the landscape improvement proposal. The Board discussed potential FEMA funds due to the flooding. After review, President Farrar moved to approve the landscape improvement proposal as presented; seconded by Director Schuhmacher. Motion passed unanimously.

11. Adjourn: President Farrar moved to adjourn at 7:30 PM; seconded by Director Laurencelle. Motion passed unanimously.

- a. Next regularly scheduled meeting is August 21, 2023, at 6:00 PM.

Respectfully submitted,

By:

Secretary for the Meeting

THESE MINUTES ARE APPROVED AS THE OFFICIAL JULY 17, 2023 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

Continued Board Meeting from Monday, July 17, 2023

Wednesday, August 2, 2023 – 5:00 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 5:00 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

Christina Sparks

Also in attendance were:

Rebecca Harris, WSDM – District Managers

Heather Smith, WSDM – District Managers

Kevin Walker, WSDM – District Managers

Kevin Whatley, Recreation Center

Pete Susemihl, Susemihl, McDermott, & Downie, P.C.

Kyle Thomas, DA Davidson

Laci Knowles, DA Davidson

Kim Reed, Bond Counsel

Ethan Anderson, Bond Counsel

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. Legal Matters

- a. Consider Adoption of a Resolution authorizing the issuance by Ventana Metropolitan District of its limited tax general obligation refunding and improvement bonds, series 2023a, and subordinate limited tax general obligation refunding bonds, series 2023b, for the purpose of refunding outstanding obligations of the district, financing or reimbursing the costs of certain public improvements, funding a deposit to the reserve fund for and capitalized interest on the series 2023a bonds and paying the costs of issuance of the bonds; authorizing the execution of an indenture of trust (senior), and an indenture of trust (subordinate); and approving other documents relating to the bonds, in a Total Principal Amount of \$6,908,671.39: Mr. Walker noted the total principal amount is anticipated at approximately \$11,250,000 for the senior note and \$1,343,000 for the subordinate. Ms. Reed, Bond Counsel provided a detailed review of the parameters Resolution for the Board. Mr. Thomas with DA Davidson discussed the parameters of the bonds and how the total principal amount is calculated. The District may only issue up to \$15 Million, and the District's interest and principal debt is just over \$14 Million. The total principal amount must meet certain percentages and ratios to guarantee repayment. Ms. Reed and Mr. Walker confirmed the bond issuance will pay off the District's debt obligations and the remainder will be written off as agreed. The Board designated President Farrar as the individual authorized to sign off on the day of pricing. Ms. Reed discussed the terms and District's obligation to repay the bonds and noted the maximum mill levy that the District would ever be required to impose to pay the debt is 40 mills for the senior bond and 44 mills adjusted for the subordinate. After review, President Farrar moved to approve item 5.a.; seconded by Director Sparks. Motion passed unanimously.
- b. Review and Consider Approval of Resolution ratifying the issuance by Ventana Metropolitan District of its bond anticipation note, series 2023, in a total principal amount of \$6,908,671.39 and all action heretofore taken in connection therewith: Ms. Reed presented the Resolution ratifying the issuance by Ventana Metropolitan District of its bond anticipation note, series 2023, in a total principal amount of \$6,908,671.39 and all action heretofore taken in connection therewith. She explained the Board will need to ratify the action and reissue a new bond anticipation note that will be paid off by the issuance of bonds. After review, Director Laurencelle moved to approve item 5.b.; seconded by Director Sparks. Motion passed unanimously.

6. Executive Session (§24-6-402(4)(c) C.R.S.)

- a. Discuss Personnel Investigation: President Farrar moved to enter into Executive Session for the purpose of discussing personnel investigation pursuant to §24-6-402(4)(c)(f) C.R.S.; seconded by Director Sparks. Motion passed unanimously at 5:40 PM. President Farrar moved to exit the Executive Session pursuant to §24-6-402(4)(c)(f) C.R.S.; seconded by Director Laurencelle. Motion passed unanimously at 5:56 PM.

7. Adjourn: President Farrar moved to adjourn; seconded by Director Laurencelle. Motion passed unanimously at 5:57 PM.

- a. Next regular scheduled meeting is August 21, 2023 at 6:00 PM.

Respectfully submitted,

By:

Secretary for the Meeting

THESE MINUTES ARE APPROVED AS THE OFFICIAL AUGUST 2, 2023 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
8/15/2023
GENERAL FUND ACCOUNT

Company	Invoice	Date		Comments
Ancona Job Shop	21	8/3/2023	464.00	
BiggsKofford	112003	7/24/2023	9,325.00	
Cintas	8406373458	7/31/2023	140.00	
El Paso County Public Health	EH202111462	6/27/2023	130.00	
El Paso County Public Health	EHS202111603	6/27/2023	35.00	
HBS	FR3371372	7/31/2023	7,572.51	
HD Supply	9216695411	7/25/2023	864.00	
Mailing Services Inc	18277	7/31/2023	335.40	
Mailing Services Inc	18314	7/31/2023	336.35	
NIC Colorado	13925382	6/30/2023	200.00	
Signal 88, LLC	3664912	8/1/2023	830.18	
Susemihl, McDermott & Downie, P.C	35445	7/31/2023	1,781.25	
Urban Landscapes, LLC	2	8/5/2023	1,600.00	
Weisburg Landscape Maintenance	51176	7/31/2023	4,420.00	
Weisburg Landscape Maintenance	51099	7/12/2023	4,235.00	
WSDM District Managers	7625	7/31/2023	7,781.28	
TOTAL			\$ 39,585.97	



Ventana Metropolitan District
Balance Sheet
As of July 31, 2023

	Jul 31, 23
ASSETS	
Current Assets	
Checking/Savings	
1105 · Eastern Colorado Bank -Checking	407,429.97
1106 · Eastern Colorado Bank - Savings	268,322.64
1110 · Kirkpatrick Bank	4,210.98
Total Checking/Savings	679,963.59
Accounts Receivable	
1-1230 · Property Taxes Receivable	1,089.05
Total Accounts Receivable	1,089.05
Other Current Assets	
1310 · Due from Developer	32,741.59
1390 · Undeposited Funds	6,805.05
Total Other Current Assets	39,546.64
Total Current Assets	720,599.28
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	10,075,096.23
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts Payable	44,522.89
Total Accounts Payable	44,522.89
Other Current Liabilities	
2022 · Deferred Property Tax Revenue	1,089.05
2030 · Interest Payable	364,163.00
2035 · Interest Payalbe OPRIC	714,192.00
2100 · Payroll Liabilities	1,459.09
Total Other Current Liabilities	1,080,903.14
Total Current Liabilities	1,125,426.03
Long Term Liabilities	
Accrued Interest OPRIC	862,371.19
Advances from OPRIC	738,692.00
Bonds Payable - CH Metrobonds	11,373,071.39
Total Long Term Liabilities	12,974,134.58
Total Liabilities	14,099,560.61
Equity	
3000 · Opening Balance Equity	24,298.52
3910 · Retained Earnings	-4,528,008.16
Net Income	479,245.26
Total Equity	-4,024,464.38
TOTAL LIABILITIES & EQUITY	10,075,096.23

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

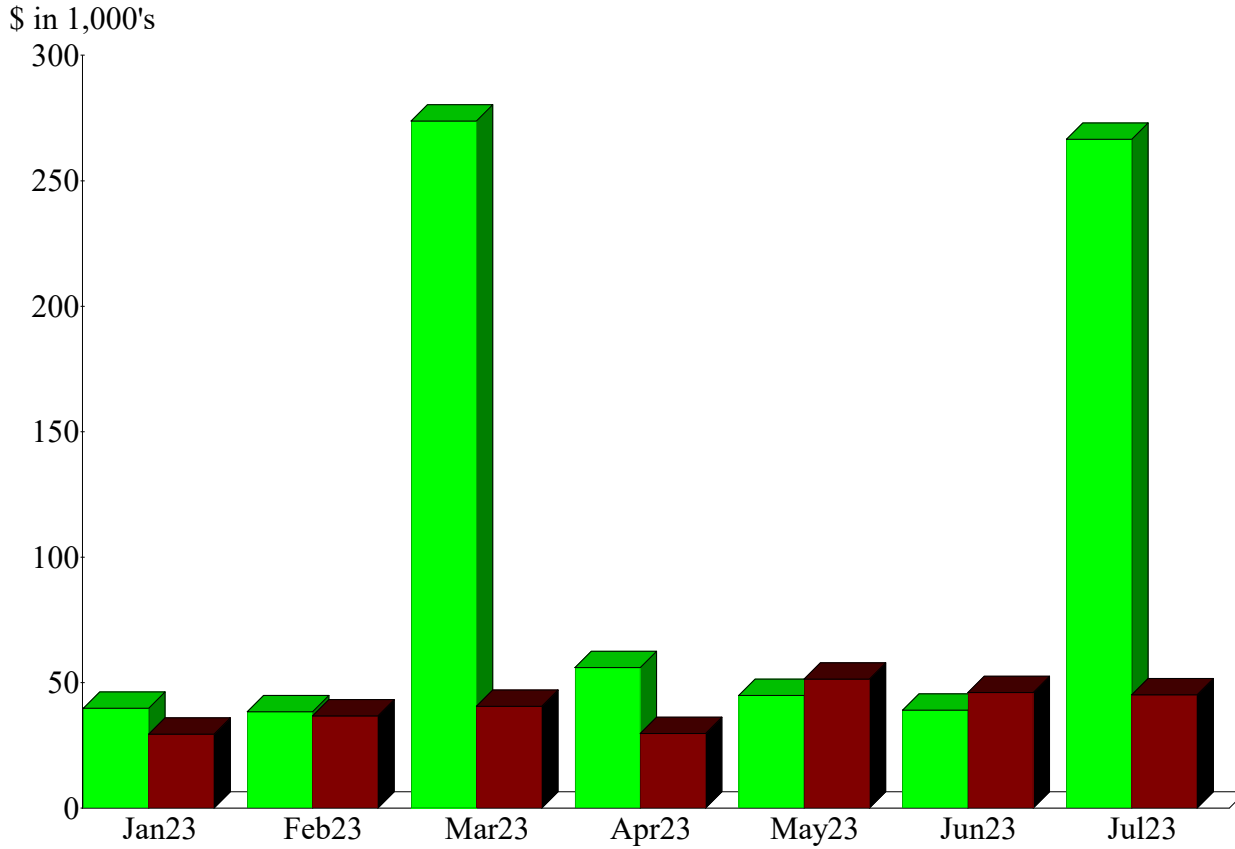
	TOTAL				
	Jul 23	Jan - Jul 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
1-100 · General Fund Income					
1-1000 · Late Fee	108.00	1,254.87			
1-1100 · Recreation Center Dues					
1-1105 · Ventana Residents	40,786.85	164,676.72	200,000.00	-35,323.28	82.34%
1-1100 · Recreation Center Dues - Other	-50.00	-50.00			
Total 1-1100 · Recreation Center Dues	40,736.85	164,626.72	200,000.00	-35,373.28	82.31%
1-1200 · Trash Service	5,341.18	42,360.90	90,000.00	-47,639.10	47.07%
1-1300 · Rental Security Deposit	0.00	0.00	2,000.00	-2,000.00	0.0%
1-1310 · Permit Use Fee	0.00	110.00			
1-1401 · Treasurer Tax Income					
1-1400 · Current - O&M	40,790.30	97,583.90	97,829.70	-245.80	99.75%
1-1500 · Specific Ownership - O&M	864.45	4,940.96	6,848.08	-1,907.12	72.15%
1-1520 · Delinquent Int - O&M	4.30	6.13			
Total 1-1401 · Treasurer Tax Income	41,659.05	102,530.99	104,677.78	-2,146.79	97.95%
1-1600 · Park Fee Advance	9,648.00	9,648.00			
1-180 · Covenant Violation Fine	0.00	270.00			
Total 1-100 · General Fund Income	97,493.08	320,801.48	396,677.78	-75,876.30	80.87%
2-100 · Debt Service Fund Income					
Treasurer Taxes					
2-1000 · Current- Debt	165,441.40	395,913.88	396,787.48	-873.60	99.78%
2-1200 · Specific Ownership - Debt	3,506.11	20,040.04	27,775.12	-7,735.08	72.15%
2-1220 · Delinquent Int - Debt	17.43	24.85			
Total Treasurer Taxes	168,964.94	415,978.77	424,562.60	-8,583.83	97.98%
Total 2-100 · Debt Service Fund Income	168,964.94	415,978.77	424,562.60	-8,583.83	97.98%
3-100 · Capital Project Fund					
3-1300 · Park Permit Fee	0.00	21,816.04			
Total 3-100 · Capital Project Fund	0.00	21,816.04			
Total Income	266,458.02	758,596.29	821,240.38	-62,644.09	92.37%
Gross Profit	266,458.02	758,596.29	821,240.38	-62,644.09	92.37%
Expense					
1-200 · General Fund Expense					
1-1450 · O&M-Treasurer's Collection Fee	611.92	1,464.22	1,467.45	-3.23	99.78%
1-1700 · Audit	9,325.00	9,325.00	9,250.00	75.00	100.81%
1-1800 · Board Election	0.00	0.00	8,000.00	-8,000.00	0.0%
1-1900 · Copies & Postage	953.03	2,166.95			
1-2000 · Recreation Center					
1-2300 · Utilities	376.34	15,520.24	40,000.00	-24,479.76	38.8%
1-2305 · Security	843.57	5,704.14	14,000.00	-8,295.86	40.74%
1-2306 · Maintenance/ Repairs	305.38	7,809.76	10,000.00	-2,190.24	78.1%
1-2310 · Supplies	140.00	2,863.30	4,000.00	-1,136.70	71.58%
Total 1-2000 · Recreation Center	1,665.29	31,897.44	68,000.00	-36,102.56	46.91%
1-2001 · Pool Expense					

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

	TOTAL				
	Jul 23	Jan - Jul 23	Budget	\$ Over Budget	% of Budget
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	295.00	250.00	45.00	118.0%
1-2050 · Repair/ Maintenance	864.00	4,887.63	5,000.00	-112.37	97.75%
Total 1-2001 · Pool Expense	864.00	6,282.30	18,250.00	-11,967.70	34.42%
1-6160 · Dues and Subscriptions	0.00	1,237.50	1,000.00	237.50	123.75%
1-6180 · Insurance	0.00	-593.00	15,000.00	-15,593.00	-3.95%
1-6200 · Park/ Landscape					
1-6205 · Maintenance	8,655.00	43,828.25	85,000.00	-41,171.75	51.56%
1-6210 · Utilities	0.00	5,437.87	70,000.00	-64,562.13	7.77%
Total 1-6200 · Park/ Landscape	8,655.00	49,266.12	155,000.00	-105,733.88	31.79%
1-6240 · Miscellaneous	0.00	0.00	10,000.00	-10,000.00	0.0%
1-6490 · Office Supplies	0.00	1,280.57	8,000.00	-6,719.43	16.01%
1-6570 · Professional Fees					
1-2500 · Trash Service	0.00	43,633.77	65,000.00	-21,366.23	67.13%
1-2701 · District Management	4,200.00	28,152.10	54,000.00	-25,847.90	52.13%
1-2705 · VCC - Covenant Enforcement	3,300.00	19,858.50	36,000.00	-16,141.50	55.16%
1-6572 · Legal Fees	1,781.25	9,272.82	15,000.00	-5,727.18	61.82%
1-6573 · Engineering O&M	0.00	95.00			
Total 1-6570 · Professional Fees	9,281.25	101,012.19	170,000.00	-68,987.81	59.42%
1-6620 · Rental Security Deposit Refund	800.00	2,400.00	2,000.00	400.00	120.0%
6560 · Payroll Expenses	6,806.03	53,728.95	75,000.00	-21,271.05	71.64%
Total 1-200 · General Fund Expense	38,961.52	259,468.24	540,967.45	-281,499.21	47.96%
2-200 · Debt Service Expense					
Treasurer's Fee					
2-1050 · Debt-Treasurer's Collection Fee	2,481.88	5,938.71	5,951.81	-13.10	99.78%
Total Treasurer's Fee	2,481.88	5,938.71	5,951.81	-13.10	99.78%
2-6075 · Bond Expense					
Cost of Issuance	0.00	10,000.00	589,000.00	-579,000.00	1.7%
Paying Agent Fee	0.00	0.00	4,000.00	-4,000.00	0.0%
Total 2-6075 · Bond Expense	0.00	10,000.00	593,000.00	-583,000.00	1.69%
Total 2-200 · Debt Service Expense	2,481.88	15,938.71	598,951.81	-583,013.10	2.66%
3-200 · Capital Project Fund Expense					
2-6000 · Capital Improvements	3,792.75	4,071.75			
Total 3-200 · Capital Project Fund Expense	3,792.75	4,071.75			
Total Expense	45,236.15	279,478.70	1,139,919.26	-860,440.56	24.52%
Net Ordinary Income	221,221.87	479,117.59	-318,678.88	797,796.47	-150.35%
Other Income/Expense					
Other Income					
2-7010 · Interest Income - Debt	95.35	127.67			
Total Other Income	95.35	127.67			
Net Other Income	95.35	127.67			
Net Income	221,317.22	479,245.26	-318,678.88	797,924.14	-150.39%

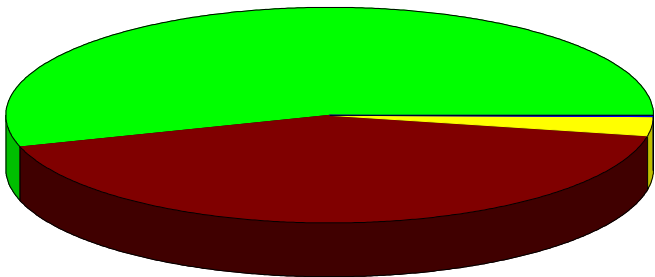
Income and Expense by Month
January through July 2023

Income
Expense



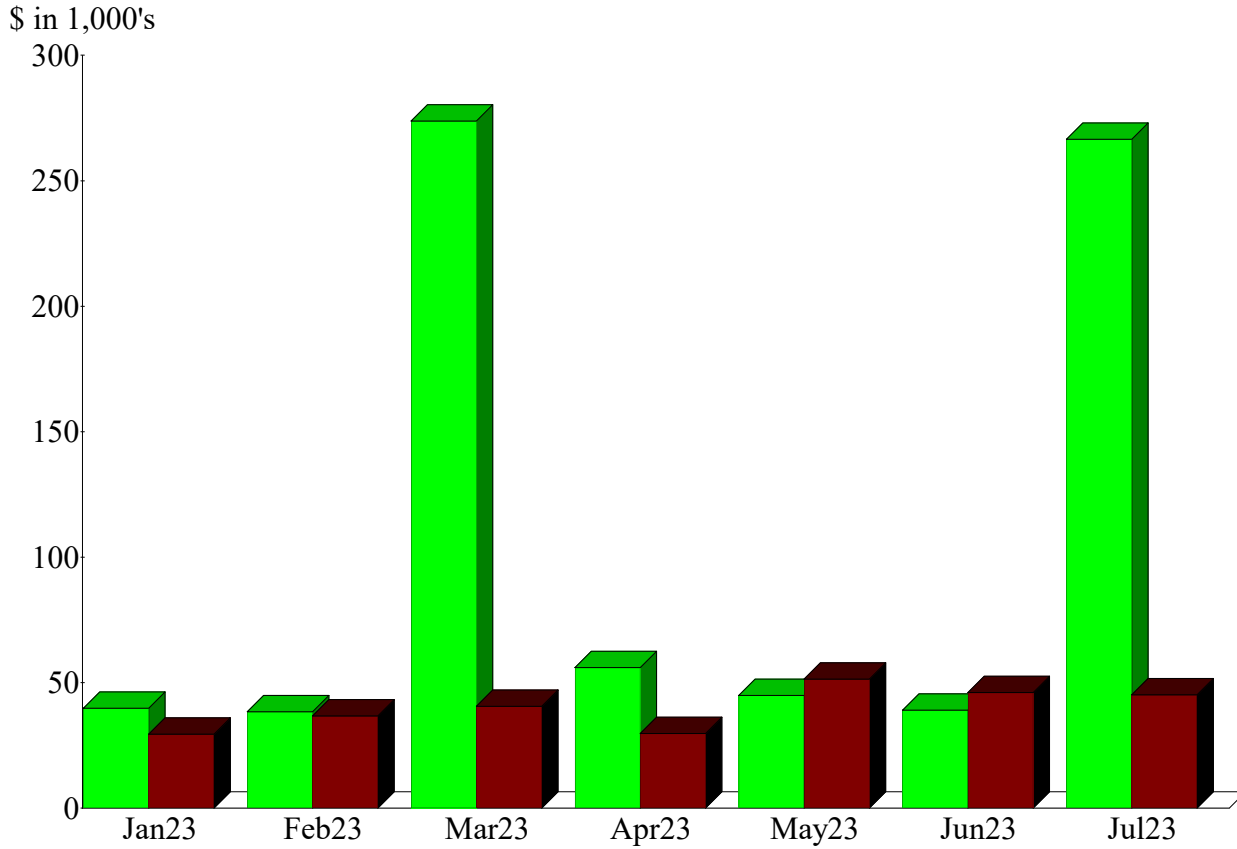
Income Summary
January through July 2023

2-100 · Debt Service Fund Income	54.83%
1-100 · General Fund Income	42.28
3-100 · Capital Project Fund	2.88
2-7010 · Interest Income - Debt	0.02
Total	\$758,723.96



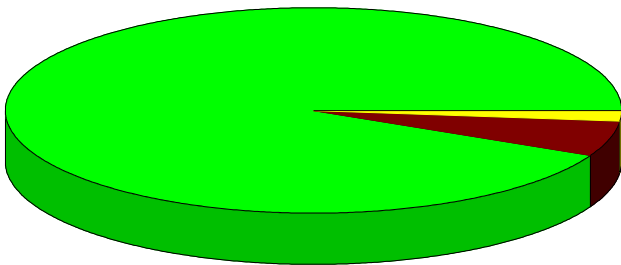
By Account

Income and Expense by Month
January through July 2023



Expense Summary
January through July 2023

1-200 · General Fund Expense	92.84%
2-200 · Debt Service Expense	5.70
3-200 · Capital Project Fund Expense	1.46
Total	\$279,478.70



By Account





MEMORANDUM

TO: VENTANA METROPOLITAN DISTRICT BOARD OF DIRECTORS
FROM: HEATHER SMITH
SUBJECT: MONTHLY MANAGERS REPORT FOR AUGUST 21, 2023, MEETING
DATE: AUGUST 16, 2023
CC: REBECCA HARRIS
KEVIN WALKER
BOARD PACKET

Management Matters:

- Billing Review:
 - All 3rd Quarter Billing sent out (7/6/2023)
 - 92 Reminder Letters sent out (8/6/2023)
 - 1 Payment arrangement(s)
 - 11 Liens current to date
- Monthly newsletter went out 8/3/2023

Recreation Center Update:

- 1 New Employee starting soon, interviews ongoing for additional employee
- Pool gate closure installed 8/3/2023
- Key fob request, guest sign-in, & Great Room reservation forms have been updated

Landscape Maintenance Status/ Review:

- IGA with City for Filing No. 6 Landscape – signed by Ventana signed, pending City Council Approval – Weisburg contact update on agenda
- Revised landscape plan in process
- Storm damage clean-up complete
- Improvements as approved in July for around the Rec Center are under way.

VCC Matters:

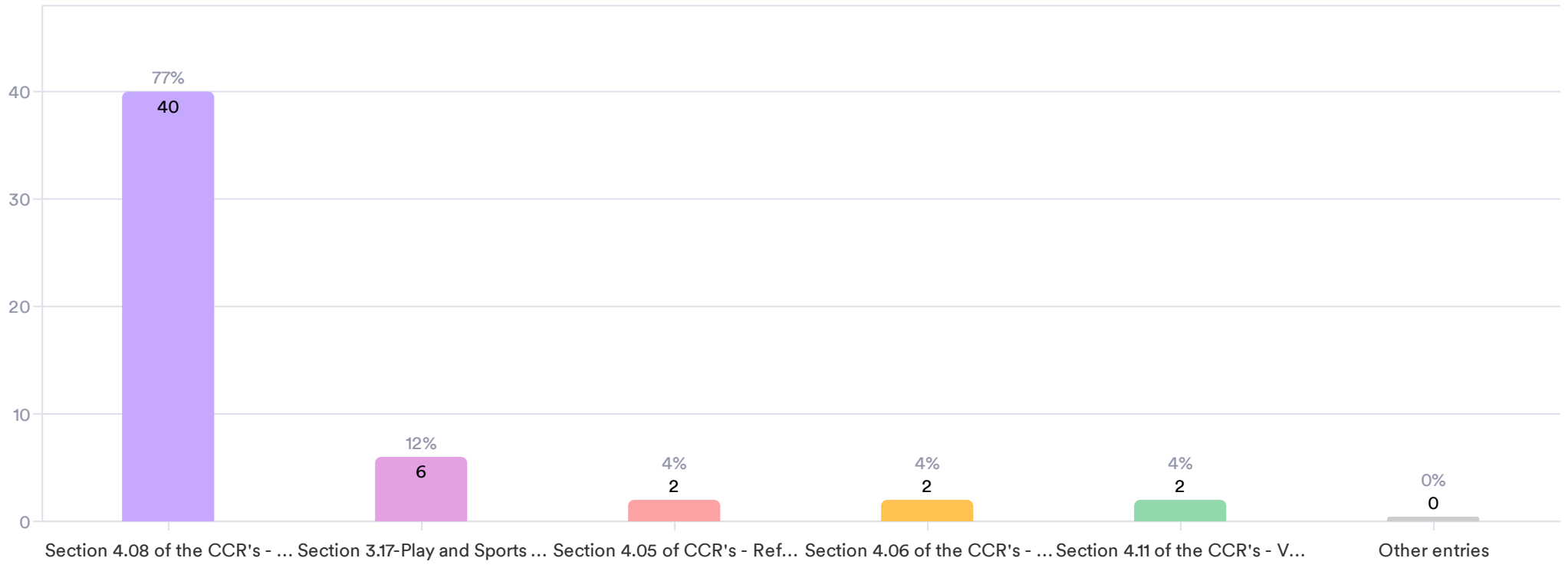
- Violation Highlights:
 - 52 Violations Issued (year-to-date 2023)
 - 77% Weeds & Lawn Care
 - 12% Play & Sport Equipment
 - 4% Refuse & Unsightly
 - 4% Parking
 - 4% Nuisance
- Architectural Submission Highlights:
 - 54 Applications Received (year-to-date 2023)
 - 32% Landscaping
 - 17% Shed
 - 13% Patio/ Arbor/ Deck

- 10% Solar Panels
- 7% Detached Structure/ Building
- 20% Other
- 45 approved as submitted
- 6 approved with stipulations
- 2 denied

VMD Violation Tracker

Cited Violation:

52 Responses



Data	Response	%
Section 4.08 of the CCR's - Weeds. The entire area of every Lot on which...	40	77%
Section 3.17-Play and Sports Equipment-All play structures and equipment...	6	12%
Section 4.05 of CCR's - Refuse. Unsightly objects or materials, including b...	2	4%
Section 4.06 of the CCR's - Nuisances. Noxious, hazardous or offensive a...	2	4%
Section 4.11 of the CCR's - Vehicles. (a) Parking. A boat, trailer, camper (on...	2	4%
Other entries	0	0%

VMD Violation Tracker

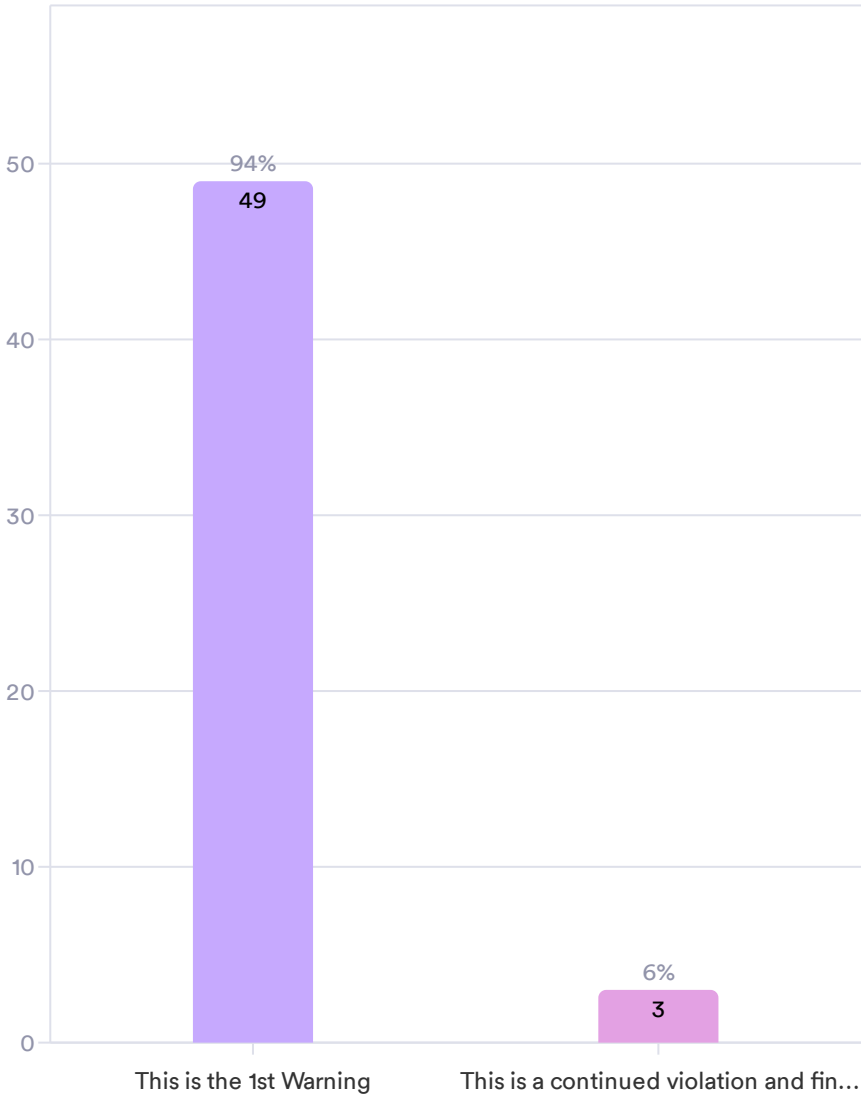
Details of Violation

52 Responses

Data	Responses
Please remove weeds from the front yard	16
Please remove the weeds from your lot, including in rock beds, along fence lines, and between sidewalks and streets.	4
Please take down basketball hoops when not in use.	3
Please remove the weeds from your lot, including between sidewalks and streets, in rock beds, and along fences.	2
Please take down basketball hoop when not in use.	2
Please remove the weeds from your lot	2
Please revive lawn in the front	2
Please remove weeds from front lawn	2
Please revive grass in front lawn	2
Please remove weeds from your yard.	1
Please revive your grass and remove weeds from entire lot	1
Please do not dump grass clippings into tract	1
Please remove basketball hoop from the street	1
Please remove trailer from street.	1

Level of Warning

52 Responses



VMD Violation Tracker

Date Violation Issued:

52 Responses

Data	Responses
05-24-2023	2
05-25-2023	1
05-31-2023	12
06-09-2023	1
06-14-2023	1
06-20-2023	1
07-26-2023	16
08-01-2023	2
08-16-2023	11
1-10-2023	4
2-10-2023	1

Fine to be Applied:

52 Responses

Data	Responses
\$10/week until resolved	34
\$10/week unless resolved by deadline	13
\$10/week unless remedied by deadline	2
\$10/until resolved	1
\$10/ week until resolved	1
\$10/week if not resolved by deadline	1

Ventana Metropolitan Architectural Submission/ Application Form

Approval/ Denial

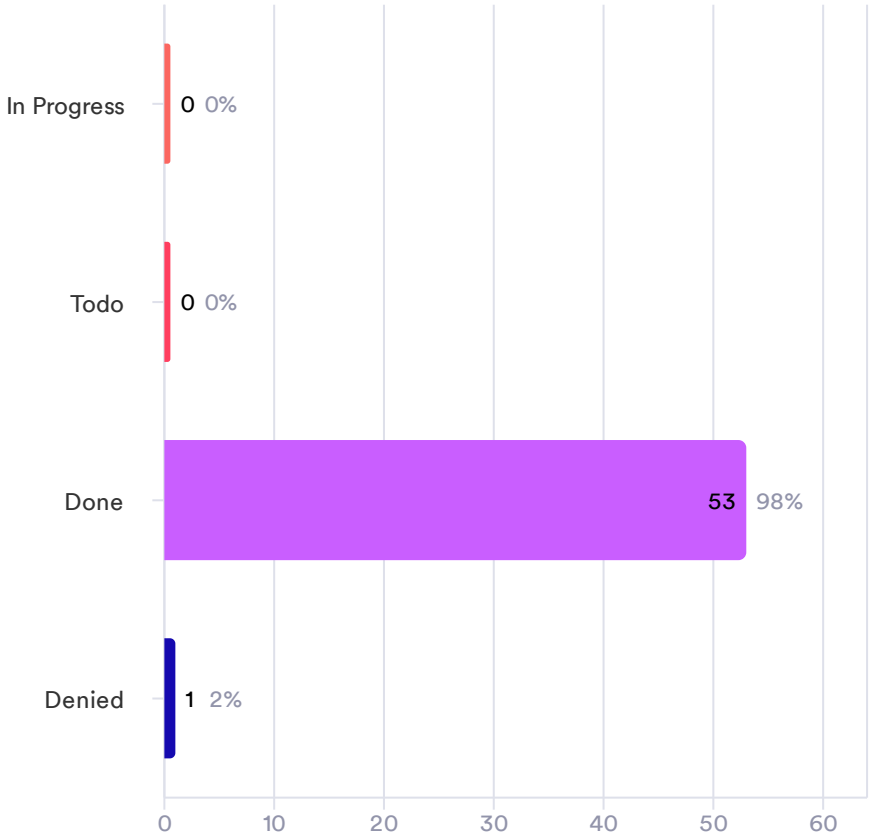
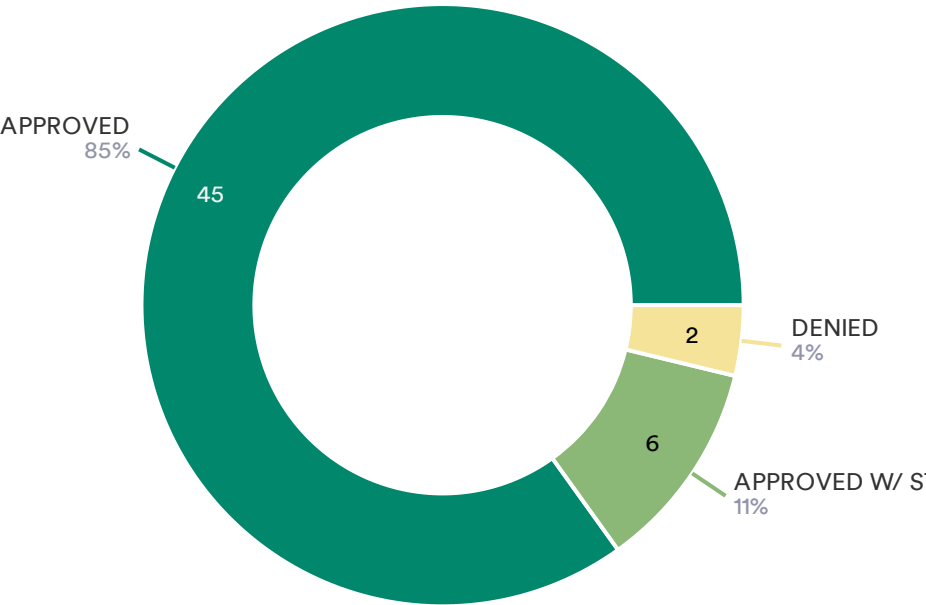
53 Responses

Data	Response	%
APPROVED	45	85%
APPROVED W/ STIPULATIONS	6	11%
DENIED W/ STIPUTLATIONS	0	0%
DENIED	2	4%

Current Status of Submissions

54 Responses

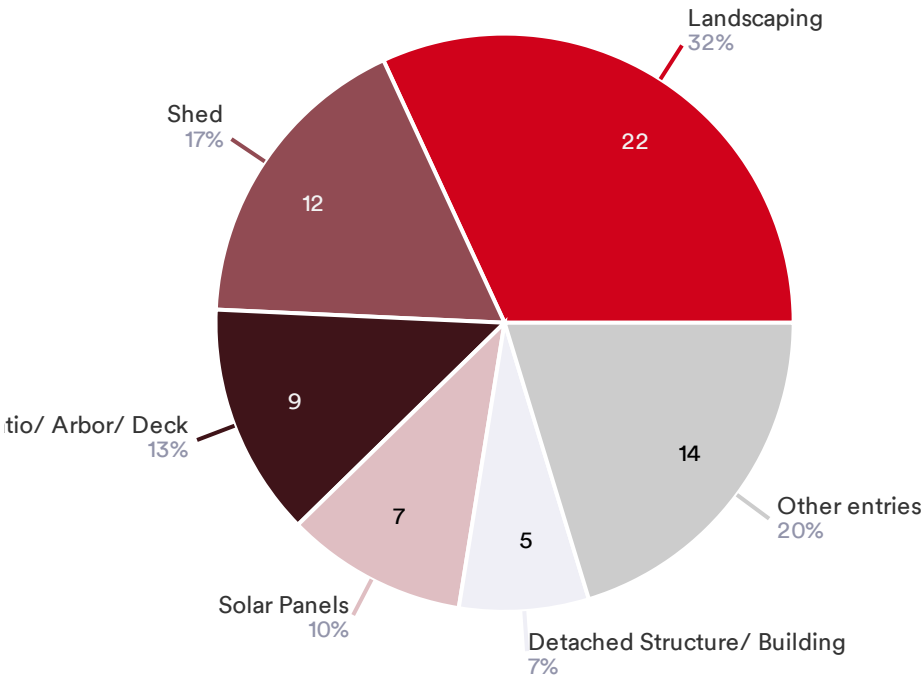
Data	Response	%
In Progress	0	0%
Todo	0	0%
Done	53	98%
Denied	1	2%



Ventana Metropolitan Architectural Submission/ Application Form

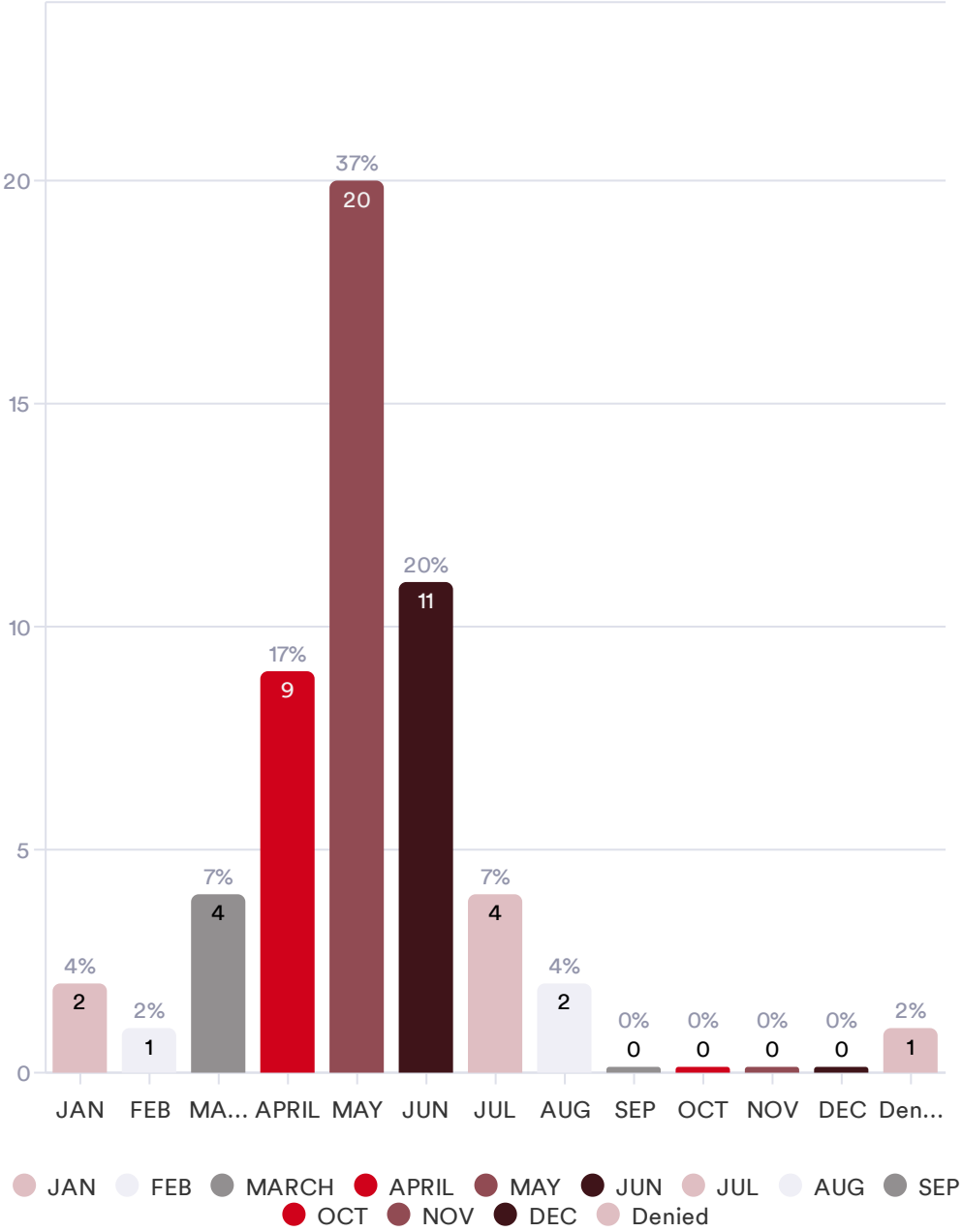
When submissions have been reviewed

Type of Improvement



Data	Response	%
Landscaping	22	32%
Shed	12	17%
Patio/ Arbor/ Deck	9	13%
Solar Panels	7	10%
Detached Structure/ Building	5	7%
Other entries	14	20%

54 Responses



● JAN
 ● FEB
 ● MARCH
 ● APRIL
 ● MAY
 ● JUN
 ● JUL
 ● AUG
 ● SEP
 ● OCT
 ● NOV
 ● DEC
 ● Denied



From: [Blaine Marcoulier](#)
To: [Heather Smith](#)
Subject: Ventana
Date: Thursday, August 10, 2023 10:13:23 AM
Attachments: [image001.jpg](#)

Hi Heather-

Just wanted to give you an update on Ventana:

- Bridge is back and staked down
- Plants and trees install should finish up today/Monday with plantings, already looking so much better around the clubhouse with just the removal of dead junipers
- 10 tons of breeze was used for trails, my foreman is thinking another 10 should finish topdressing the trails where we had washout from storms, let me know if approved or if we need to hold off, would be another \$2,099.30
- I have had some equipment down this week so I didn't get to the new patch of native on the north side of property, should be able to next week

Thanks,

Blaine Marcoulier, CLT

Weisburg Landscape Maintenance

Field Account Manager

Office 719-596-7777

Cell 719-649-0320







Weisburg Landscape Maintenance

4450 Mark Dabling Blvd
Colorado Springs, CO 80907

Landscape Maintenance Agreement

August 15, 2023

**all pricing will be valid for 90 days after this date*

Submitted To: Walker Schooler District Managers
Attn: Kevin Walker
614 N. Tejon St., Second Floor
Colorado Springs, CO 80903

Customer: Ventana Metro District 2023 - amended
Hidden Prairie Parkway
Fountain, CO 80817

General Provisions

1. This is an amended contract for the added IGA with the city within Filing 6, the native cut through between Hidden Prairie & Traders Pkwy on north side, and native/landscaped area behind 10678 Hidden Prairie. Contract Term: Contract duration shall be a 2 year guarantee from January 1, 2022 through December 31, 2023. This contract will automatically renew on a month to month basis at the end of this term unless either party gives notice of termination -- per Section 5 of Terms & Conditions of this agreement.
2. Definitions: For purposes of this agreement Weisburg Group, Inc. dba Weisburg Landscape Maintenance will be referred to as "Contractor". Owner, Customer or and duly authorized representative thereof will be referred to as "Customer".
3. Scope of Work: This contract provides for the maintenance and care of all exterior landscaped areas, but specifically excludes paved areas, lights, signs and fences. Contractor shall furnish all labor, materials, equipment, supervision and transportation required to perform maintenance services in accordance with the requirements herein specified. Work not included in the Base Contract Price shall be done on a time and material basis at current rates of labor, material and equipment. Labor is billed at a one hour minimum and rounded to the nearest quarter hour. After hours & emergency calls will be billed at a two hour minimum. Tasks outside of this contract other than the irrigation provision will need approval. Current labor rates for extra work:
- Gen Labor: \$48.50/hr, Irr Tech: \$60/hr, Certified Irr Tech: \$70/hr, Irr Electric/Valve Troubleshoot: \$85/hr (incl diagnostic tools)
4. Insurance: Contractor shall carry complete and adequate worker's compensation, automobile, and public liability insurance in the amount of not less than \$2,000,000.00. Contractor shall furnish Customer with insurance certificates upon request.
5. Damages: Contractor will be responsible for any damages to the grounds, systems, homes, and existing landscaping or other property caused by his work force, while engaged in the performance of the duties outlined by this contract. The cost of these repairs will be borne by the Contractor. However, Contractor is not responsible for any conditions prior to the date of this agreement nor any continual wear and tear, nor acts of third parties.
6. Acts of God: Contractor assumes no responsibility for and shall not be held responsible by the Customer for damages due to conditions beyond the Contractor's control. Such conditions include, but are not limited to: harsh weather; abnormally cold winter temperatures; snow damage; ice; melting snow; wind; fire; vandalism; theft; heavy rain; and previous Contractor's neglect or improper practices.
7. Personnel: All work shall be performed by trained and properly supervised personnel in accordance with accepted horticultural practices. Contractor's employees will dress and conduct themselves in an appropriate manner at all times. Contractor will provide employees with personal protective equipment including, but not limited to: safety goggles, hearing protection, respirator and protective clothing.
8. Licenses and Permits: Contractor will obtain and pay for all licenses and permits required by Federal, State and local laws that are necessary for the legal operation of the Contractor's business. Such licenses and permits include, but are not limited to: business, commercial pesticide applicator, and plumbing. However, property specific permits (e.g. building department permits, special watering permits, etc.) will be obtained at the expense of the Customer.
9. Weather Permitting: All items in this agreement are stated assuming that weather conditions are favorable. Contractor is not to be held responsible, in any way, for delays in the completion of specified tasks due to weather conditions.
10. Authority: Contractor will receive and respond to directives only from the Customer's duly authorized representative and/or the Customer's specifically authorized members of the Board of Directors and/or the Landscape Committee.
11. Drainage Note: Customer understands that irrigation runoff, major irrigation leaks, heavy rains/hail, clogged gutter systems and neutral/negative foundation grades may lead to drainage system failure and water damage to basements, crawlspaces and structures. Contractor assumes no liability for drain system failure or water damage unless expressly agreed upon in writing.

Mow, Trim and Blow-Bluegrass*Included Frequency 24*

- Contract mowing fees are based on 24 mowing visits during the growing season.
- Frequency of mowing may vary in the spring and fall, due to seasonal weather conditions and growth rate of turf. If the growing season happens to be unusually long and additional mowing visits are needed, then Contractor will charge for additional mowing.
- Contractor reserves the right to not mow areas that he feels would be unsafe to mow due to, but not limited to, the following reasons; areas in use at the time of mowing by large groups of residents or children, areas excessively wet due to improper drainage, areas with large concentration of pet droppings, or areas under construction.
- The Contractor will determine mowing height. Direction of cut will be changed periodically (if possible) to prevent mower rutting. Blades on all equipment shall be sharp to prevent tearing of the grass blades.
- Grass catchers will be used only if there is a specific need and will be used at the discretion of the Contractor. If excessive clippings exist after mowing, Contractor will take corrective action to prevent turf-matting & clumps.
- Lawn mowers will be equipped with safety guards to prevent throwing of stones or other objects.
- To prevent mower and/or trimmer damage to trees and shrubs planted in turf areas, each tree or shrub ought to be protected by a plastic guard. Contractor will gladly install tree guards for a nominal charge. Contractor assumes no liability for damage to trees and shrubs not properly protected.
- Contractor will use special care when mowing work around downspouts, and will repair any accidental downspout damage promptly.
- All lawn areas inaccessible to mowing equipment will be maintained by string trimmer to maintain proper turf height and a neat, well-groomed appearance. All trees, fences, fire hydrants, buildings, signs, etc. will be trimmed around each mowing service with a string trimmer.
- Where practical, Contractor will use an approved herbicide and/or growth regulator around fences, trees, and other obstacles that may be damaged by repeat use of string trimmers.
- After mowing operations are completed, all grass clippings will be blown and/or removed from paved surfaces adjacent to turf areas to provide a neat clean appearance. Blowing of other paved surfaces can be requested at an additional fee.

Weeds, Trash & Detailing*Included Frequency 24*

- **GROUNDS POLICING DURING THE GROWING SEASON:**
 - Contractor will police all landscape areas in conjunction with mowing operations for loose trash and debris. Policing does not include the clean up of drives and parking lots unless specified in this contract.
 - Contractor will return any loose rocks or mulch lying in turf or paved areas one time per year at no extra charge. However, the cleanup of debris due to vandalism, dumping, uncovered trash containers, acts of God (rain, snow, wind or hail storms) will be billed at an extra charge.
 - Excessive amounts of fruit that has fallen from trees prior to fall clean-up season will be picked-up for an extra charge.
 - Excessive amount of pet droppings, cigarette butts and styrofoam popcorn will be picked up at an extra charge.
 - Parking lot sweeping and the removal of trash in window wells can be requested and will be performed at an extra charge.
 - Any large weeds not affected by monthly herbicide treatments will be hand-pulled. Contractor will also make an effort to hand-weed stubborn grasses and bindweed growing directly in shrubs and ground cover.
- **WEED CONTROL IN BEDS & PAVEMENT CRACKS:**
 - Once a month, April through September, Contractor will spot treat all rock beds, mulch beds, pavement cracks and the perimeter of all foundations for weeds with a post-emergent non-selective herbicide to help keep the off-lawn areas substantially free of weeds.
 - Extra care will be taken when applying herbicides to avoid damage to desirable plants within beds.
 - Pricing for this service is included in the itemized price for Weeds, Trash & Detailing Service.
 - If the depth of mulch in landscape beds drops below two inches, then there may be a weed control or hand-weeding surcharge due to increased weed levels.

Blade Edging*Included Frequency 4*

- Edging of concrete walks, curb, and driveways will be done at least four times during the growing season with a steel blade edger.
- Contractor will collect and remove excessive debris resulting from edging.
- Edging is limited to concrete areas, in order to avoid damage to irregular asphalt, flagstone, brick, wood walks and decks.
- Concrete drainage pans/spillways will not be edged.

Native Buffer Mowing - Monthly*Included Frequency 3*

- All paths in the native areas will have a buffer mowing monthly. This will consist of one pass with a mower on both sides of the path. There are only 3 occurrences because the full native mow will be on alternate times.

Native Area Mowing - 3 Times/Yr*Included Frequency 3*

- 3 times/year the native areas(noted on the map):
 - Around the park sections on the west side
 - Around the east perimeter.
 - Added native on north perimeter due to IGA with city for filing 6.
 - Added native cut through between Hidden Prairie & Traders Pkwy
 - Added native by northwest parking area

Spring Core Aeration*Included Frequency 1*

- All irrigated turf shall be core aerated annually (at a depth of 2 - 3 inches) to permit better penetration of moisture and nutrients, and to relieve compaction.
- All vulnerable sprinkler heads and visible valve boxes will be flagged prior to aeration to help prevent unnecessary damage.
- All cores will be left on turf to help breakdown the thatch layer.
- Spring Core Aeration will be performed in April/May depending on weather conditions.
- * The 2 park areas will be double passed.

Fall Core Aeration	<i>Included Frequency</i>	<i>1</i>
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- Fall Core Aeration for only the 2 field sections and will be double passed.

Dry & Wet Spot Reporting	<i>Included Frequency</i>	<i>24</i>
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- Mowing crew will perform a weekly irrigation site check while on property to keep irrigation department abreast of dry spots, wet spots and obvious damage to sprinkler equipment.

Spring Leaf Clean-Up	<i>Included Frequency</i>	<i>1</i>
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- Contractor will perform a general spring clean-up in early Spring to remove plant debris and trash that accumulates over winter or that remains from the previous Fall.
- Despite being a thorough service, insignificant amounts of debris may remain on landscape after Spring clean-up.

Fall Leaf Clean-Up	<i>Included Frequency</i>	<i>2</i>
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- Contractor shall be responsible for gathering and removing autumn leaves and pine needles from maintained turf, landscape beds and paved areas.
- Only those areas having a heavy concentration of leaves will be subject to removal.
- Fall leaf clean-up will be completed in two visits:
 - The first fall leaf clean-up will be initiated when at least 50% of the tree leaves (average of all trees on property) have dropped
 - The first fall clean-up is considered a rough clean-up that focuses mainly on removing the bulk of leaves from turf and paved areas, not beds.
 - The second fall clean-up will be performed when 100% of the leaves have fallen from all trees. Additional fall leaf clean-ups will be billed as an extra fee.

Turf Fertilization	<i>Included Frequency</i>	<i>2</i>
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- Contractor will follow the turf fertility program listed below using quality & balanced granular fertilizers.
- Iron fertilizer formulations will not be used to eliminate the possibility of iron stains on sidewalks and patios.
- Only irrigated turf areas will be fertilized.
- Turf fertility program includes the following:
 - Spring Season Long 36-0-6 at 4.2lbs per 1000 sq.ft.
 - Fall 46-0-0 at 1.2 lbs. per 1000 sq.ft. - Extra service to ensure lawns are green throughout the whole year.

Turf Pesticide Applications	<i>Included Frequency</i>	<i>3</i>
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- All chemical applications will be done under the direction of a Qualified Supervisor as defined by the Colorado Department of Agriculture with strict compliance to all Federal, State and local laws.
- Material Safety Data Sheets (MSDS) will be carried and supplied by the applicator by request.
- Broadleaf Weeds:
 - Contractor will blanket spray all turf areas for the control of broadleaf weeds in May and October.
 - Contractor will spot spray all turf areas for the control of broadleaf weeds in July.
 - Broadleaf weed control in turf is handled on a curative basis, rather than a preventative basis.
- Other Pest Problems:
 - During the month of June, Contractor will inspect all turf areas for insect or disease symptoms and will notify Customer if treatment plans are needed.
 - Pesticide applications for insects or diseases would be performed outside the parameters of this contract.

Pre-Em Weed Control - Rocks	<i>Included Frequency</i>	<i>1</i>
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Contractor will treat specified rock areas prone to weeds with a pre-emergent weed control product in March or April.

Chemical Tree Rings & Buffers	<i>Included Frequency</i>	<i>3</i>
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- Every other month (May through September) chemical rings will be sprayed beneath all trees located in turf with Round-Up Herbicide.
- Contractor will determine the size of chemical rings since the appropriate size may vary.
- Contractor may spray discreet chemical buffers along fence lines and other structures to help prevent damage from mowing equipment.
- * This area includes native as well which is a large number of trees.

Native Area Chemical Services	<i>Included Frequency</i>	<i>1</i>
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- If wanted, the native areas will be sprayed for \$1800 - this includes all 600,000 sq ft. Or, we can spray select areas - the native around the ball fields will cost \$750.

Plant Health Care Monitoring	<i>Included Frequency</i>	<i>3</i>
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- Contractor will monitor on a regular basis the health of all plant material and make necessary recommendations to the Customer with respect to fertilization, insect and disease control.
- All required pesticide and fertilizer applications on trees and shrubs are available at the rate of \$85.00 per hour plus materials.

Spring Pruning - Grasses & Plants*Included Frequency 1*

- In early Spring, Contractor will deadhead ornamental grasses, blue mist spirea, russian sage, butterfly bushes, and other perennials & shrubs that flower on current season's wood.

Mid-Summer Pruning - Shrubs*Included Frequency 1*

- Due to the commercial nature of this contract and the inherent contractual time limits, Contractor will prune shrubs with the following priorities:
 - Manual Pruning Cuts (Drop-crotch or Thinning Cuts) will be used on deciduous shrubs to remove dead wood, abnormal limb structure and to help open-up the interior branches of shrubs to air and light.
 - Power Sheering will be used on evergreens and hedges. Many deciduous shrubs species will also require power sheering when they have outgrown the planting space, are crowded tightly with other shrubs or when they impede safe ingress/egress into buildings.
 - Contractor will strive to create reasonably uniform shapes & heights, maintain natural plant growth habits, preserve the effect intended by the landscape architect.
 - Pruning of visible flowers and actions that may discourage flowering will be avoided.
- If special pruning requirements are needed for individual areas or addresses on property, then Customer must supply Contractor with a detailed pruning site map prior to the initiation of pruning operations.
- Shrubs that require significant size or height reduction every year are most likely not appropriate for the planting space. Contractor can remove or relocate these plants for an extra charge if desired.
- Although most plant clippings will be removed from pruning areas, a reasonable amount of debris is to be left on beds to naturally decompose.
- Dead plants, and those in a state of decline, shall be brought to the attention of the Customer. Dead plants and installation of replacement plants are to be paid for by the Customer.
- Contractor will not be held liable for damage to objects that are hidden from plain view by plant growth during pruning operations (e.g. wires, cables, personal property, or non-target vegetation).

Late-Season Pruning Shrubs*Included Frequency 1*

- This pruning service is basically the same as the mid-summer shrub pruning service, but it will be performed in September or October.
- If appropriate to the site, some of this pruning will be performed in conjunction with Fall Clean-up.
- Fall rejuvenation pruning which involves pruning shrubs completely to the ground would be performed outside the parameters of this contract. This service is recommended on multi-stem shrubs every few years to eliminate deadwood and counteract the effects of sheering.

Irrigation: Activation*Included Frequency 1*

- Contractor will activate the irrigation system in between March 15 and April 15 unless cold weather conditions make it impossible to do so.
- At the time of activation, all necessary repairs will be made (or promptly scheduled) to make the system operational.
- After system is activated, Contractor shall not be held liable for any property damages caused by malfunctions of the irrigation system including, but not limited to: stuck valves, pressurized mainline breaks, missing heads, etc.
- Contractor will not be held liable for plant or turf death due municipal watering restrictions.

Bi-Weekly Sprinkler Inspections*Included Frequency 12*

- After system is operating, Contractor will perform a comprehensive performance check of each sprinkler zone on a Bi-Weekly basis to ensure:
 - Controllers and valves are operating properly.
 - Visible leaks are detected.
 - Sprinkler heads are performing properly.
 - Controller programs are up-to-date.
- IRRIGATION REPAIRS - Repairs will be done on a time and material basis - adjusting spray patterns and cleaning nozzles is done at no charge.
 - When extensive repairs are needed Customer will be kept informed of repair work being performed.
 - Correcting tilted, sunken and raised sprinkler heads is considered extra work and will be performed as needed.
 - Valve box maintenance: when needed Contractor will remove turf overgrowth around all visible valve boxes for an extra fee.
 - All single repair work orders that exceed \$250.00 will require approval from the Landscape Committee or Authorized Agent.
 - Contractor uses an industry-standard remote control when performing inspections which saves time and money. Customer agrees to pay for the cost of the pigtail adapter needed for each irrigation controller.
 - Contractor is responsible for damages to sprinkler system by mowing operations. However, Contractor shall not be liable for damages to irrigation equipment (valve boxes, sprinkler heads, drip lines, etc.) that is improperly positioned or installed above grade. These items constitute a mowing hazard and will be corrected as needed to ensure safety.

Drip Zone Inspections*Included Frequency 2*

- Due to the subsurface nature of drip irrigation equipment, it is very difficult and time consuming to detect leaks and clogs.
- All drip irrigation zones will be programmed to operate during daylight hours so that problems or leaks can be more easily identified.
- Twice annual drip irrigation inspections will be performed by Contractor which include the following:
 - Drip valve functioning via remote control - filter cleaned & valve leaks ruled out.
 - Flow detected in at least 3 points along each drip lateral.
 - Operate each drip valve for 5 minutes each - walk entire drip area attempting to detect leaks.
 - Inspect the soil moisture around random plants to ensure the correct amount of water is being applied.
 - Make necessary runtime adjustments and report them to Contractor office.
 - The burying of visible drip lines will be performed upon request on a time and material basis.

Water Scheduling *Included Frequency* 6

- Contractor shall exercise reasonably conservative irrigation scheduling.
- Seasonal adjustments will be made with regular irrigation inspections.
- All turf zones will be programmed to water on a cycle/soak schedule to minimize water run-off.
- Contractor recommends that rain & freeze sensors be installed on all irrigation timers to help interrupt scheduled watering during significant rain and when temperatures drop below 32 degrees Fahrenheit.
- Upon request, Contractor will teach an on-site representative how to manually interrupt scheduled watering, but Contractor shall not be liable for any damages or losses when the irrigation controllers are adjusted or turned off by parties other than Contractor's employees.
- Customer will be charged for the cost of developing irrigation site maps & master schedule spreadsheets.

Rain Sensor Tests *Included Frequency* 2

- Contractor will test any existing irrigation rain shut-off devices two times each season to ensure proper functionality in May & July.

Irrigation: Winterization *Included Frequency* 1

- Contractor will winterize the irrigation system by use of compressed air at the appropriate time as determined by the Contractor, between October 15 and November 15.
- Contractor shall be responsible for any damage to the irrigation system from failure to blow out the system in a timely manner.
- Backflow security cages are recommended to guard against thieves especially in the winter months – call Contractor to request an estimate.

Backflow Insulation *Included Frequency* 1

- To help prevent expensive freeze damage, Contractor will temporarily insulate backflow(s) with a encapsulated insulation wrap in the spring & fall.

Winter Grounds Policing *Included Frequency* 24

- Contractor is responsible for Weekly winter policing of the grounds for loose trash, debris or pet droppings (weather permitting). Removal of pet droppings will be performed at an extra charge.

Dog Waste Services *Included Frequency* 52

- Weekly pet station services done in unison with weekly mowing or winter policing.

Winter Moisture & Mite Checks *Included Frequency* 3

- Contractor will visit the site during extended dry periods to perform a general landscape inspection and to inspect all plant material that is susceptible to winter desiccation and spider mites.
- Contractor will notify Customer if winter watering or miticide applications are needed and if any other landscape problems are discovered.
- Contractor assumes no liability for plant or turf death due to dry winter conditions.
- If winter watering services are ordered by Customer, then Contractor may obtain water on Customer's site via private or city owned fire hydrants.
- Contractor assumes no liability for losses due to fire hydrant use or failure.

Management Quality Control *Included Frequency* 7

At least one time per month during the growing season, a WLM manager will walk the property to perform a quality inspection of all work.

Terms & Conditions

1. Assignment. Neither party may assign this contract without the written consent of the other party.
2. Scheduling. All work scheduling shall be at the discretion of the Contractor as to time, day, month, etc. Contracted items will be given priority over time and material, or extra work, in order to remain on established schedules.
3. Delay. The Contractor shall not be held liable for delays in completion of contracted items due to, but not limited to: acts of God; acts of Customer; weather conditions; acts of public utilities; or any other unforeseen items beyond the reasonable control of the Contractor.
4. Modifications. The scope of work, technical specifications, pricing, terms and conditions herein are all considered part of this agreement and shall constitute the entire agreement between contracting parties. No variance or modification shall be valid and enforceable, unless mutually agreed upon in writing.
5. Termination. Either party may terminate this agreement by sending written notice to the other party by certified mail at the respective address herein stated. Notice is to be given at least 30 days prior to effective date of termination. Full payment from Customer to Contractor shall be obligated for services performed and material provided through the date of termination. In the event of pre-payment of services not performed or materials not provided, refund will be due from Contractor to Customer. Contractor and Customer agree that services performed and materials provided during the growing season is proportionally greater than during the winter months. A final settlement conference will be mutually scheduled no later than 15 days after the termination date, and all payments due to or from both parties will be payable within 15 days of the settlement conference.
6. Notices. All notices required hereunder shall be in writing and shall be sent in the United States mail, certified mail, return receipt requested, correctly addressed as follows:

Contractor's Address for Notifications: Weisburg Group, Inc. 4450 Mark Dabling Blvd. Colorado Springs, CO 80907	Customer's Address for Notifications: _____ _____ _____
--------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------
7. Arbitration. The Contractor reserves the right to an arbitration hearing with the Client, and a non partisan third party on questionable damages.
8. Attorney Fees. If any party hereto brings suit or action against the other for relief declaratory or otherwise, arising out of this agreement, the prevailing party shall have and recover against the other party, in addition to all costs and disbursements, such sums as the Court may judge to be a reasonable attorney's fee.
9. Payment Schedule. All payments shall be made within 30 days of invoice date. Payments shall be made payable to Weisburg Group, Inc.. Extras will be billed at time and materials rates as outline in this agreement. Contract pricing is based on the current market costs for materials and consumables. Since the duration of this agreement is relatively long, Contractor reserves the right to apply surcharges to invoices if market costs of materials or consumables increase by more than 10%.
10. Payment Terms. Payment for invoiced services is expected within 30 days of invoice date. Customer shall pay a finance charge of 1.5% per month (18% per year) will be charged on all past due amounts. If payment for services rendered is delinquent by 60 days or more, Contractor has the option of suspending services until the account is made current.
11. Execution. This agreement supersedes all previous agreements and any verbal commitments made before date of this agreement. By signing below, Customer acknowledges, understands and agrees to the general provisions, work specifications, pricing and terms & conditions herein. Contractor is hereby authorized to do work as specified in this agreement. Payment will be made in accordance with this agreement. If work is done on behalf of a corporation, the undersigned person personally guarantees payment for such corporation.

Base Contract Price: \$58,116.00
12 monthly payments of: \$4,843.00

By: _____ Date _____
Weisburg Landscape Maintenance

Accepted: _____ Date _____
Ventana Metro District 2023 - amended

Ventana 2021

11007 Hidden Prairie Pkwy



Imagery Date: 10/6/2019 38°40'34.62" N

Ventana Metro District – Landscape Responsibility 8-15-23

