

VENTANA METROPOLITAN DISTRICT

Regular Board Meeting

Monday, September 18, 2023 – 6:00 p.m.

11007 Hidden Prairie Parkway

Fountain, CO 80817

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

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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 August 21, 2023, Meeting (enclosure)
6. Financial Matters
 - a. Approval of Payables for the Period ending September 18, 2023 (enclosure)
 - i. General Fund – \$ 49,369.82
 - ii. Bond Fund – \$ 0.00
 - iii. **TOTAL – \$ 49,369.82**
 - b. Acceptance of Unaudited Financial Statements as of August 31, 2023, and the Schedule of Cash Position Updated as of August 31, 2023 (enclosure)
7. Market Update/Construction/Operations
8. Legal Matters

- a. Bond Update
- 9. District Management Matters & Report
 - a. Review Managers Report (enclosure)
 - b. Update on Recreation Center Operations – Kevin Whatley
- 10. General Business
 - a. Review and Consider Applicant Appointment(s) to ACC
 - b. Review and Consider Approval of Trash & Recycling Service Contract (enclosure)
 - c. Discuss Annual Townhall Meeting
 - d. Discuss Preliminary Assessed Valuation Analysis
 - e. Review and Discuss Potential 2024 Maintenance & Improvement Projects
- 11. Executive Session
 - a. Discuss Personnel Investigation
- 12. Adjourn
 - a. Next regular schedule meeting is October 16, 2023, at 6:00 pm





VENTANA METROPOLITAN DISTRICT

Regular Board Meeting
Monday, August 21, 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
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
Pete Susemihl; Susemihl, McDermott, & Downie, P.C.

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 Laurencelle moved to approve the Regular Business Items 5(a) and 5(b) as presented; seconded by Director Vorwaller. Motion passed unanimously.

- a. Approval of Board Meeting Minutes from the July 17, 2023 Meeting; and
 - b. Approval of the Board Meeting Minutes from the August 2, 2023 Continued Board Meeting.
6. Financial Matters
- a. Approval of Payables for the Period ending August 21, 2023: Ms. Smith presented the Payables for the period ending August, 2023 in brief. After review, Director Laurencelle moved to approve the Payables as presented; seconded by Director Sparks. Motion passed unanimously.
 - i. General Fund – \$ 39,585.97
 - ii. Bond Fund – \$ _____
 - iii. TOTAL – \$ 39,585.97
 - c. Acceptance of Unaudited Financial Statements as of July 31, 2023, and the Schedule of Cash Position Updated as of July 31, 2023: Ms. Smith presented the Unaudited Financial Statements in brief. After review, Director Laurencelle moved to approve the Unaudited Financial Statements as presented; seconded by Director Sparks. Motion passed unanimously.
7. Market Update/Construction/Operations: Director Vorwaller provided an update on Ventana South. Replatting is in process for minor Lot adjustments and the market is holding strong for sales.
8. Legal Matters
- a. Bond Update: Mrs. Harris provided an update on the bonds and schedule. Negotiations are still in process between Challenger and OPRIC.
 - b. Insurance Claim Update: Ms. Smith advised that there nothing further has been received regarding the insurance claim.
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. Gym equipment is running well but the pool lights remain an ongoing issue (Director Shumacher joined the meeting). Mr. Whatley requested approval to have the carpets cleaned following the end of the pool season. President Farrar moved to authorize carpet cleaning in the Recreation Center following the pool closure; seconded by Director Vorwaller. Motion passed unanimously.
10. General Business
- a. Discuss Season's End – Pool Closure: Mr. Whatley and Ms. Smith provided pros and cons pertaining to extending the pool season. After discussion, President Farrar moved to extend the pool season until Sunday, August 10th, closed beginning Monday, August 11th; seconded by Director Schumacher. Motion passed unanimously.
 - b. Review and Consider Approval of Additional Breeze for Trail Top-dress: The Board tabled this item until the next meeting. After discussion, Director Shumacher moved to approve the proposal from Weisburg for a total cost of \$2,099.30; seconded by Director Sparks. Motion passed unanimously.
 - c. Review and Consider Approval of Amended Landscape Maintenance Contract: Ms. Smith presented the Weisburg contract, amended to include the expanded native areas for mowing. After review, President Farrar moved to approve the amended maintenance contract, providing that the terms are not retroactive; seconded by Director Sparks. Motion passed unanimously.

11. Adjournment: Director Sparks moved to adjourn the meeting at 6:58 PM; seconded by Director Laurencelle. Motion passed unanimously.

a. Next regularly scheduled meeting is September 18, 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

PAYMENT REQUEST

9/18/2023

GENERAL FUND ACCOUNT

Company	Invoice	Date		Comments
ASAP Carpet Cleaning	795	8/24/2023	300.00	
Basset Heating & Air Conditioning	45817748	9/6/2023	2,269.97	
Black Hills Energy	83023	8/30/2023	2,037.31	Auto Pay
City of Fountain Utilities	10005472-02	8/17/2023	6,960.53	Auto Pay - Rec
City of Fountain Utilities	10005630-03	8/17/2023	317.38	Auto Pay - Park
City of Fountain Utilities	10005686-02	8/17/2023	649.81	Auto Pay - Tract
City of Fountain Utilities	10006794-01	8/17/2023	657.52	Auto Pay - Tract
City of Fountain Utilities	10006795-00	8/17/2023	26.19	Auto Pay - Tract
Comcast	849790010058248	9/2/2023	376.34	Auto Pay
Datavoice	9303	9/7/2023	165.00	
HBS	FR3451966	8/31/2023	7,713.28	
HD Supply	9217863578	8/25/2023	624.46	
Susemihl, McDermott & Downie, P.C	35481	8/31/2023	500.75	
Weisburg Landscape Maintenance	51581	8/31/2023	4,420.00	
Weisburg Landscape Maintenance	51679	8/18/2023	88.00	
Weisburg Landscape Maintenance	51689	8/22/2023	14,122.00	
Weisburg Landscape Maintenance	51794	9/5/2023	360.00	
WSDM District Managers	7661	8/31/2023	7,781.28	
TOTAL			\$ 49,369.82	



Ventana Metropolitan District
Balance Sheet
As of August 31, 2023

	Aug 31, 23
ASSETS	
Current Assets	
Checking/Savings	
1105 · Eastern Colorado Bank -Checking	383,655.29
1106 · Eastern Colorado Bank - Savings	268,493.56
Total Checking/Savings	652,148.85
Accounts Receivable	
1-1230 · Property Taxes Receivable	441.64
Total Accounts Receivable	441.64
Other Current Assets	
1310 · Due from Developer	32,741.59
1390 · Undeposited Funds	468.15
Total Other Current Assets	33,209.74
Total Current Assets	685,800.23
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	10,040,297.18
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts Payable	51,390.79
Total Accounts Payable	51,390.79
Other Current Liabilities	
2022 · Deferred Property Tax Revenue	441.64
2030 · Interest Payable	364,163.00
2035 · Interest Payalbe OPRIC	714,192.00
2100 · Payroll Liabilities	1,356.94
2110 · Direct Deposit Liabilities	185.89
Total Other Current Liabilities	1,080,339.47
Total Current Liabilities	1,131,730.26
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	14,105,864.84
Equity	
3000 · Opening Balance Equity	24,298.52
3910 · Retained Earnings	-4,528,008.16
Net Income	438,141.98
Total Equity	-4,065,567.66
TOTAL LIABILITIES & EQUITY	10,040,297.18

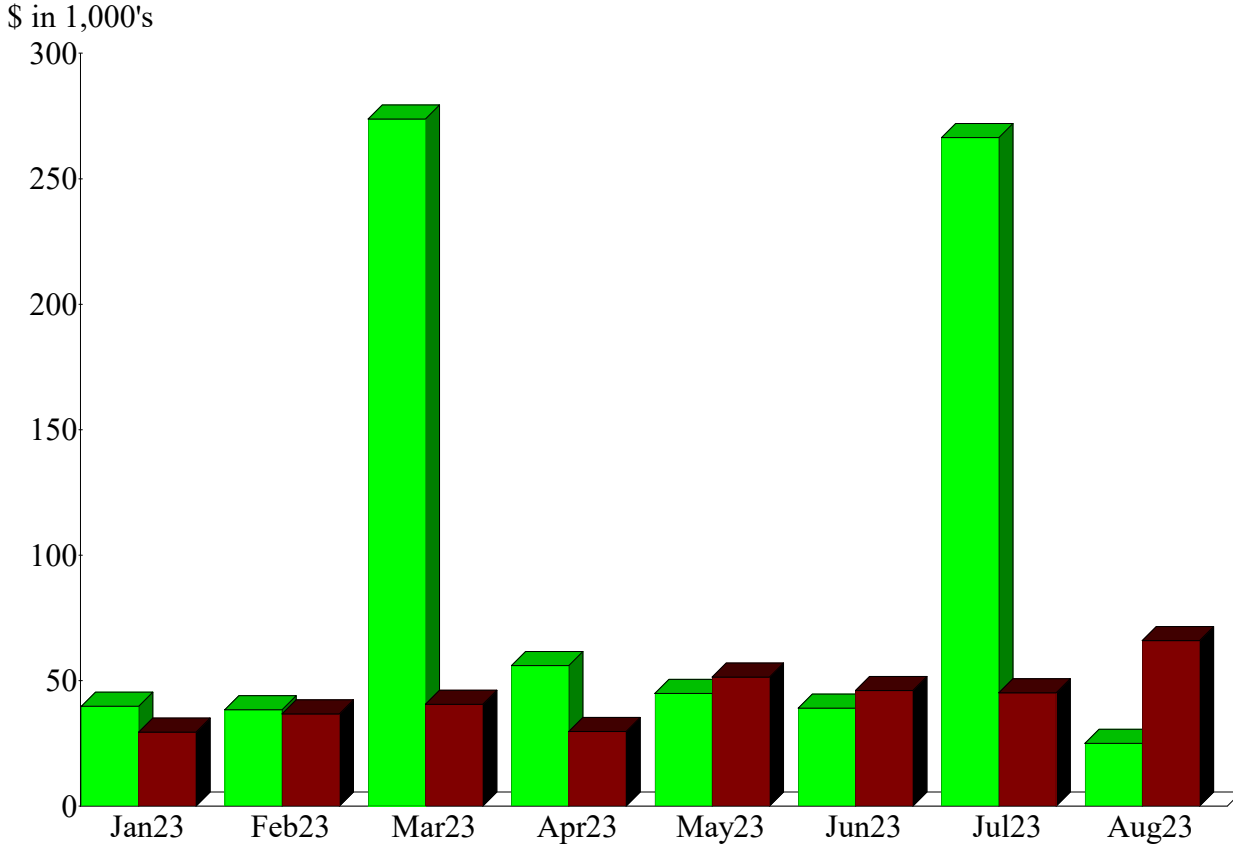
Ventana Metropolitan District Profit & Loss Budget vs. Actual January through August 2023

	TOTAL				
	Aug 23	Jan - Aug 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
1-100 · General Fund Income					
1-1000 · Late Fee	264.65	1,519.52			
1-1100 · Recreation Center Dues					
1-1105 · Ventana Residents	13,047.31	177,563.52	200,000.00	-22,436.48	88.78%
1-1100 · Recreation Center Dues - Other	0.00	-50.00			
Total 1-1100 · Recreation Center Dues	13,047.31	177,513.52	200,000.00	-22,486.48	88.76%
1-1200 · Trash Service	4,411.72	46,772.62	90,000.00	-43,227.38	51.97%
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	128.05	97,711.95	97,829.70	-117.75	99.88%
1-1500 · Specific Ownership - O&M	817.04	5,758.00	6,848.08	-1,090.08	84.08%
1-1520 · Delinquent Int - O&M	1.28	7.41			
Total 1-1401 · Treasurer Tax Income	946.37	103,477.36	104,677.78	-1,200.42	98.85%
1-1600 · Park Fee Advance	2,412.00	12,060.00			
1-180 · Covenant Violation Fine	0.00	270.00			
Total 1-100 · General Fund Income	21,082.05	341,723.02	396,677.78	-54,954.76	86.15%
2-100 · Debt Service Fund Income					
Treasurer Taxes					
2-1000 · Current- Debt	519.36	396,433.24	396,787.48	-354.24	99.91%
2-1200 · Specific Ownership - Debt	3,313.84	23,353.88	27,775.12	-4,421.24	84.08%
2-1220 · Delinquent Int - Debt	5.19	30.04			
Total Treasurer Taxes	3,838.39	419,817.16	424,562.60	-4,745.44	98.88%
Total 2-100 · Debt Service Fund Income	3,838.39	419,817.16	424,562.60	-4,745.44	98.88%
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	24,920.44	783,356.22	821,240.38	-37,884.16	95.39%
Expense					
1-200 · General Fund Expense					
1-1450 · O&M-Treasurer's Collection Fee	1.94	1,466.16	1,467.45	-1.29	99.91%
1-1700 · Audit	0.00	9,325.00	9,250.00	75.00	100.81%
1-1705 · Bank Fees	7.00	7.00			
1-1800 · Board Election	0.00	0.00	8,000.00	-8,000.00	0.0%
1-1900 · Copies & Postage	281.28	2,448.23			
1-2000 · Recreation Center					
1-2300 · Utilities	17,162.76	32,683.00	40,000.00	-7,317.00	81.71%
1-2305 · Security	830.18	6,534.32	14,000.00	-7,465.68	46.67%
1-2306 · Maintenance/ Repairs	300.00	8,109.76	10,000.00	-1,890.24	81.1%
1-2310 · Supplies	0.00	2,863.30	4,000.00	-1,136.70	71.58%
Total 1-2000 · Recreation Center	18,292.94	50,190.38	68,000.00	-17,809.62	73.81%

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

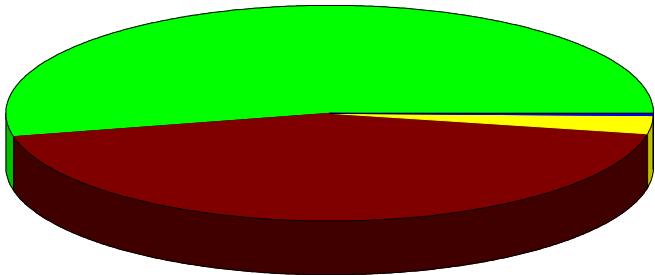
	TOTAL				
	Aug 23	Jan - Aug 23	Budget	\$ Over Budget	% of Budget
1-2001 · Pool Expense					
1-2010 · Season Start Up/ Finish	0.00	0.00	3,000.00	-3,000.00	0.0%
1-2020 · Chemicals	0.00	1,099.67	10,000.00	-8,900.33	11.0%
1-2040 · Water	0.00	295.00	250.00	45.00	118.0%
1-2050 · Repair/ Maintenance	624.46	5,512.09	5,000.00	512.09	110.24%
Total 1-2001 · Pool Expense	624.46	6,906.76	18,250.00	-11,343.24	37.85%
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	18,630.00	62,458.25	85,000.00	-22,541.75	73.48%
1-6210 · Utilities	3,042.52	8,480.39	70,000.00	-61,519.61	12.12%
Total 1-6200 · Park/ Landscape	21,672.52	70,938.64	155,000.00	-84,061.36	45.77%
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	7,653.35	51,287.12	65,000.00	-13,712.88	78.9%
1-2701 · District Management	4,200.00	32,352.10	54,000.00	-21,647.90	59.91%
1-2705 · VCC - Covenant Enforcement	3,300.00	23,158.50	36,000.00	-12,841.50	64.33%
1-6572 · Legal Fees	500.75	9,773.57	15,000.00	-5,226.43	65.16%
1-6573 · Engineering O&M	0.00	95.00			
Total 1-6570 · Professional Fees	15,654.10	116,666.29	170,000.00	-53,333.71	68.63%
1-6620 · Rental Security Deposit Refund	600.00	3,000.00	2,000.00	1,000.00	150.0%
6560 · Payroll Expenses	6,828.02	60,556.97	75,000.00	-14,443.03	80.74%
Total 1-200 · General Fund Expense	63,962.26	323,430.50	540,967.45	-217,536.95	59.79%
2-200 · Debt Service Expense					
Treasurer's Fee					
2-1050 · Debt-Treasurer's Collection Fee	7.87	5,946.58	5,951.81	-5.23	99.91%
Total Treasurer's Fee	7.87	5,946.58	5,951.81	-5.23	99.91%
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	7.87	15,946.58	598,951.81	-583,005.23	2.66%
3-200 · Capital Project Fund Expense					
2-6000 · Capital Improvements	1,600.00	5,671.75			
Total 3-200 · Capital Project Fund Expense	1,600.00	5,671.75			
Total Expense	65,570.13	345,048.83	1,139,919.26	-794,870.43	30.27%
Net Ordinary Income	-40,649.69	438,307.39	-318,678.88	756,986.27	-137.54%
Other Income					
2-7010 · Interest Income - Debt	170.92	298.59			
Other Expense					
8010 · Other Expenses	464.00	464.00			
Net Other Income	-293.08	-165.41			
Net Income	-40,942.77	438,141.98	-318,678.88	756,820.86	-137.49%

Income and Expense by Month
January through August 2023



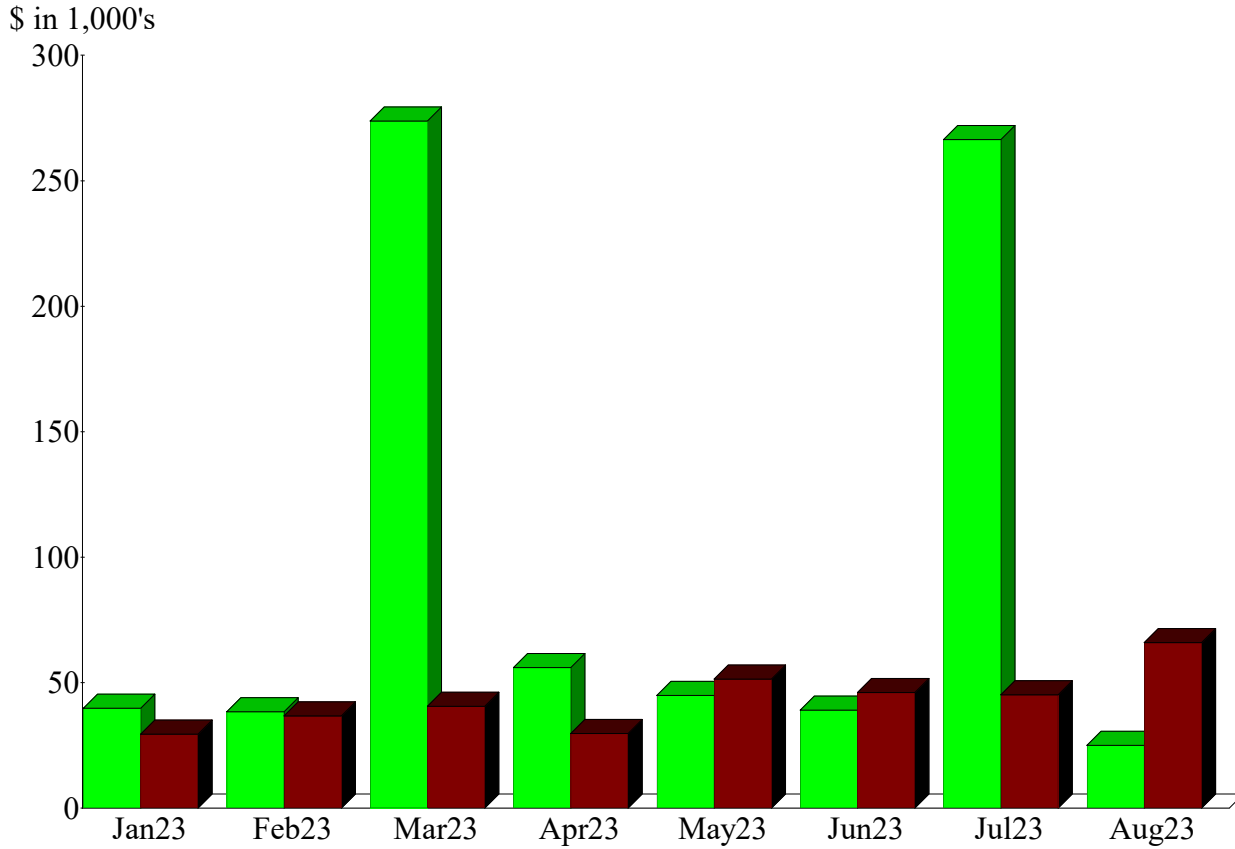
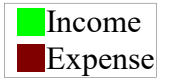
Income Summary
January through August 2023

2-100 · Debt Service Fund Income	53.57%
1-100 · General Fund Income	43.61
3-100 · Capital Project Fund	2.78
2-7010 · Interest Income - Debt	0.04
Total	\$783,654.81



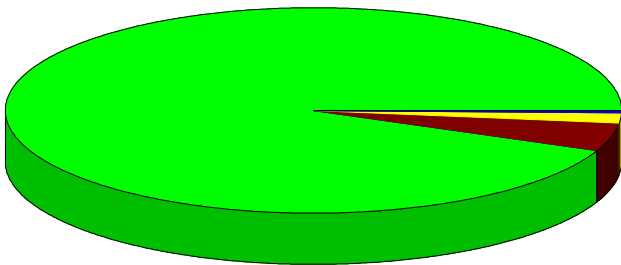
By Account

Income and Expense by Month
January through August 2023



Expense Summary
January through August 2023

1-200 · General Fund Expense	93.61%
2-200 · Debt Service Expense	4.62
3-200 · Capital Project Fund Expense	1.64
8010 · Other Expenses	0.13
Total	\$345,512.83



By Account





MEMORANDUM

TO: VENTANA METROPOLITAN DISTRICT BOARD OF DIRECTORS
FROM: HEATHER SMITH
SUBJECT: MONTHLY MANAGERS REPORT FOR SEPTEMBER 18, 2023, MEETING
DATE: SEPTEMBER 12, 2023
CC: REBECCA HARRIS
KEVIN WALKER
BOARD PACKET

Management Matters:

- Billing Review:
 - All 3rd Quarter Billing sent out (7/6/2023)
 - 55 Reminder Letters sent out (9/6/2023)
 - 0 Payment arrangement(s)
 - 11 Liens current to date
- Monthly newsletter went out 9/1/2023

Recreation Center Update:

- 2 New employees started at the beginning of September
- Pool closed 9/11/2023
- Carpet cleaning scheduled 9/14

Landscape Maintenance Status/ Review:

- Landscape service area updated
- Irrigation concerns near the park are being troubleshooted
- Weisburg Management touring the community this week to identify areas of improvement

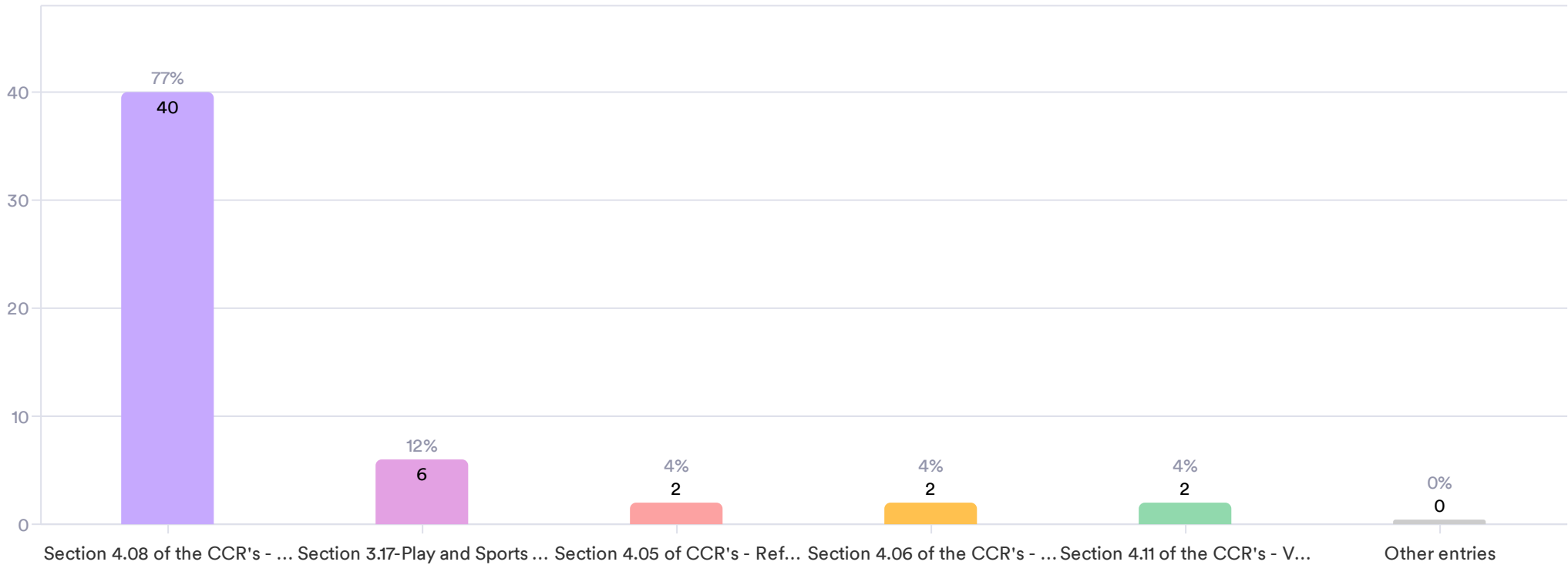
VCC Matters:

- 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:
 - 58 Applications Received (year-to-date 2023)
 - 29% Landscaping
 - 16% Shed
 - 15% Patio/ Arbor/ Deck
 - 11% Solar Panels
 - 7% Detached Structure/ Building

- 23% Other
 - 48 approved as submitted
 - 7 approved with stipulations
 - 2 denied

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

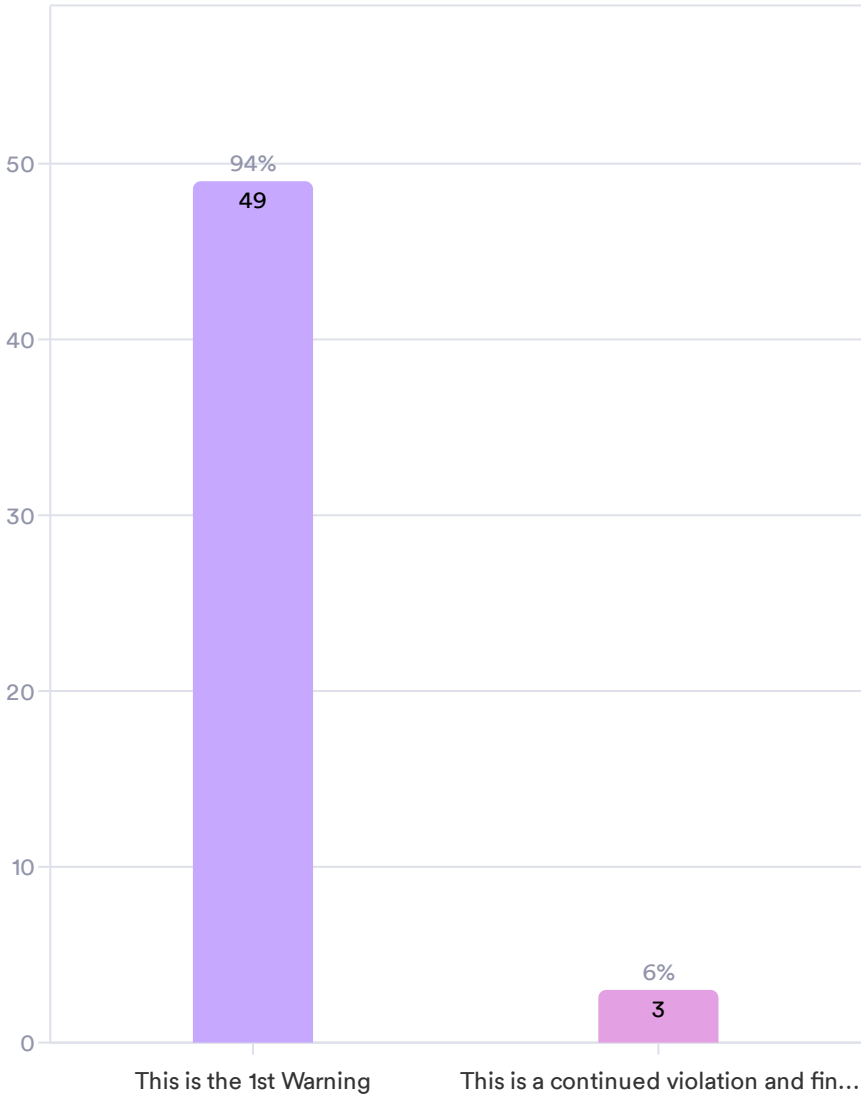
Details of Violation

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



Ventana Metropolitan Architectural Submission/ Application Form

Approval/ Denial

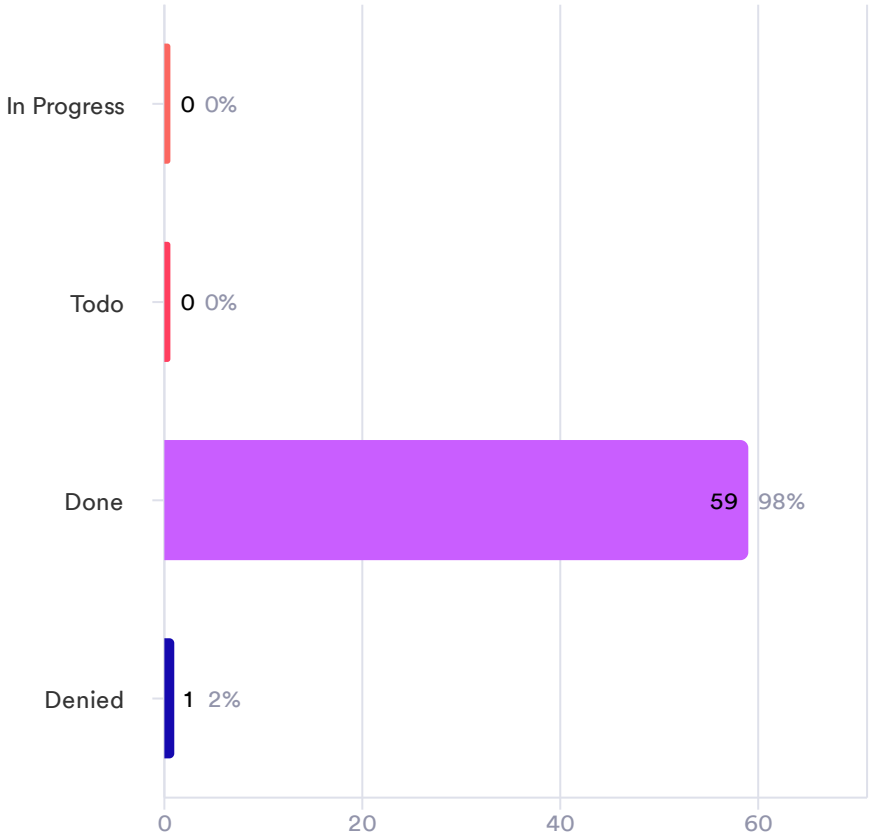
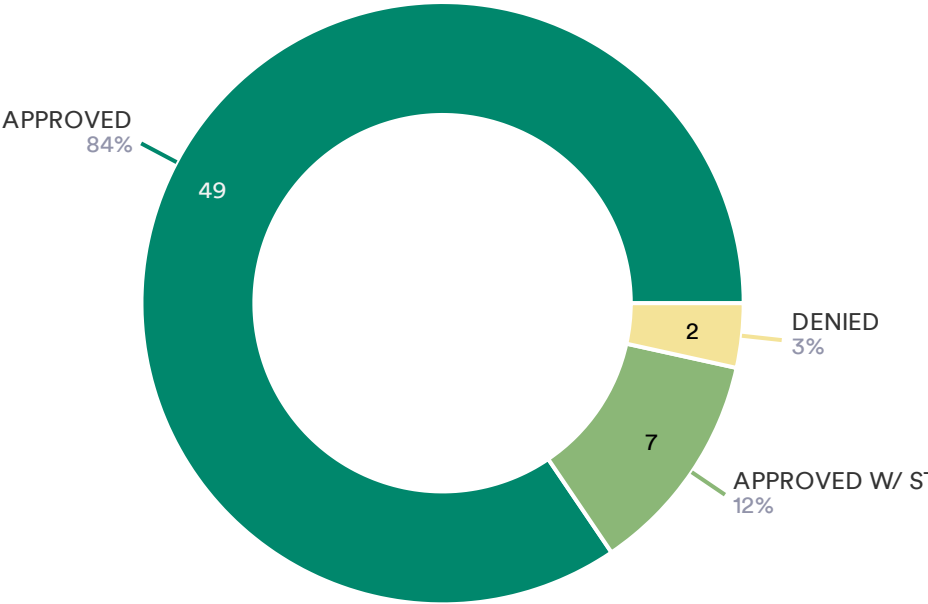
58 Responses

Data	Response	%
APPROVED	49	84%
APPROVED W/ STIPULATIONS	7	12%
DENIED W/ STIPUTLATIONS	0	0%
DENIED	2	3%

Current Status of Submissions

60 Responses

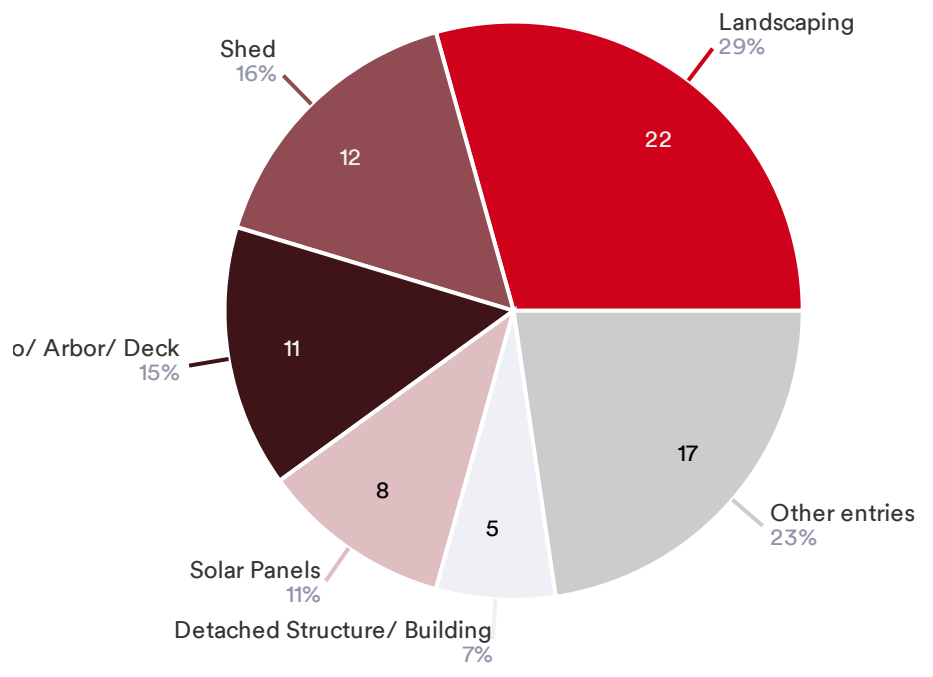
Data	Response	%
In Progress	0	0%
Todo	0	0%
Done	59	98%
Denied	1	2%



Ventana Metropolitan Architectural Submission/ Application Form

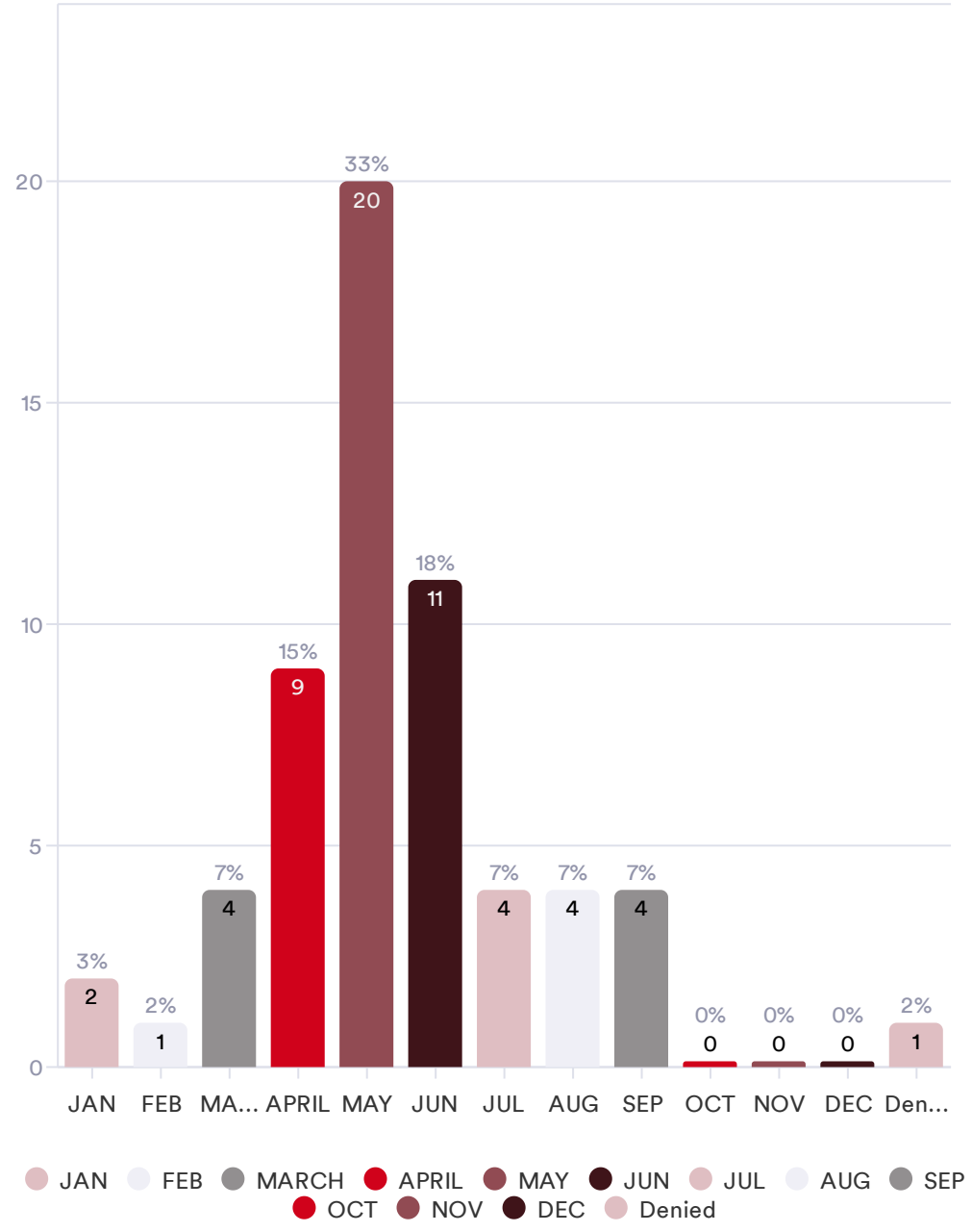
When submissions have been reviewed

Type of Improvement



Data	Response	%
Landscaping	22	29%
Shed	12	16%
Patio/ Arbor/ Deck	11	15%
Solar Panels	8	11%
Detached Structure/ Building	5	7%
Other entries	17	23%

60 Responses



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



HBS TRASH SERVICES SOLID WASTE AND NON-REBATE RECYCLING SERVICES AGREEMENT

This Solid Waste and Non-Rebate Recycling Services Agreement (“**Agreement**”), dated as of 09/12/2023, (“**Effective Date**”), is between HBSCO LLC, a Colorado limited liability company, d/b/a HBS Trash Services, located at 9250 E Costilla Ave, Greenwood Village CO (“**Company**”) and **Ventana Metro District c/o Walker Schooler Districts 614 N Tejon St Colorado Springs CO 80903** (“**Customer**”). Company and Customer may be referred to herein as the “**Parties**” or each a “**Party**.” The Parties shall attach a “**Service Summary**” as Exhibit A to this Agreement which shall be subject to and exclusively governed by the terms and conditions contained in this Agreement. The Parties may update the Service Summary from time to time upon the mutual written consent of the Parties. The terms of the body of this Agreement shall prevail over any inconsistent terms in a Service Summary.

1. **SERVICES RENDERED.** Customer grants to Company the exclusive right, and Company, through itself and its subsidiaries and corporate affiliates, shall furnish Equipment, as defined in the Service Summary, and services to collect and dispose of and/or recycle Customer’s Waste and Recycling Materials, as defined below (the “**Services**”). **Service collection by Company shall be as set forth in the Service Summary.** For purposes of this Agreement, “**Waste Materials**” means all non-hazardous solid waste, organic waste and Recyclable Materials (as defined in Section 13 below) generated by Customer or at the address provided by Customer in the Service Summary for pick-up (the “**Service Address**”). Waste Materials exclude: any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio- hazardous regulated medical or hazardous waste; toxic substance or material as defined by, characterized or listed under applicable federal, state, or local laws and regulations; and any materials containing information protected by federal, state or local privacy and security laws and regulations (“**Excluded Materials**”). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer’s Waste Materials is transferred to Company upon Company’s receipt or collection unless otherwise provided in this Agreement or applicable law.

2. **TERM.** The Term of this Agreement shall begin on **09/12/2023** and will continue for 12 months (the “**Initial Term**”) and shall automatically renew for successive thirty (30) day periods after the end of the Initial Term (the “**Term**”).

3. **TERMINATION.** Either party may terminate this Agreement for any reason upon at least sixty (60) days prior written notice to the other Party. If either Party fails to cure its material breach of this Agreement within five (5) business days of its receipt of a written demand from the other Party to correct such breach, the non-breaching party may terminate this Agreement upon written notice. If Company increases the Charges, as defined below, payable by Customer hereunder for reasons other than as set forth in Section 4 below, Customer shall have the right to terminate this Agreement by written notice to Company no later than sixty (60) days after Company notifies Customer of such increase in Charges in writing. If Customer so notifies Company of its termination of this Agreement, such termination shall be of no force and effect if Company withdraws or removes such increase within fifteen (15) days after Customer provides timely notification of termination. Upon termination of this Agreement for any reason, in addition to any other amounts that may be due pursuant to this Agreement, Customer shall pay Company for all Services rendered prior to the effective date of termination.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** See Exhibit A. Within thirty (30) days of the date of an invoice, Customer shall pay any and all charges, fees and other amounts payable under this Agreement for the Services and/or Equipment furnished by Company (“**Charges**”). Company reserves the right, upon written notice to Customer, to increase the Charges payable by Customer on an annual basis during the Term of the agreement by 6% or the annual consumer price index (CPI) whichever is greater. : (a) for any changes to, or differences between, the actual equipment and services provided by

Company to Customer and those specified on the Exhibit A Service Summary; (b) to cover any increases in disposal and/or third party transportation costs, including fuel surcharges; and (c) to cover increased costs due to changes in local, state or federal laws or regulations and imposition of taxes, fees or surcharges. If payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full. If Service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default and recover any equipment and all amounts owed hereunder, including any outstanding fees and liquidated damages under Section 7.

5. **CHANGES.** Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment and any changes to amounts payable under this Agreement may be agreed to orally, in writing, by payment of the invoice or by the actions and practices of the parties.

6. **EQUIPMENT, ACCESS.** All Equipment furnished by Company shall remain its property; however, Customer shall have care, custody and control of the Equipment and shall be liable for all loss or damage to the Equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the Equipment and shall use it only for its intended purpose. At the termination of this Agreement, Customer shall return the Equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide safe and unobstructed access to the Equipment on the scheduled collection day. Company shall not be responsible for any damage to the Customer's pavement or any other surface resulting from the Equipment or Company's Services, unless Company was grossly negligent or reckless.

7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement for a No Cause Termination or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following: (a) The Balance of any charges not paid on the current account before the 60-day notice and an amount equivalent to six (6) months as liquidated damages. Carts must be returned to the contractor or a \$70.00 per home charge will be applied.

8. **REPRESENTATIONS AND WARRANTIES.**

- a. Mutual. Each Party represents and warrants that: (1) it is a legal entity duly organized, validly existing and in good standing; (2) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; and (c) it will comply with all laws and regulations applicable to the performance of its obligations hereunder and will obtain all applicable permits and licenses required of it in connection with its obligations hereunder.
- b. Customer. Customer represents and warrants that: (1) the materials to be collected under this Agreement shall be only Waste Materials; (2) it will not deposit or permit the deposit for collection of any Excluded Materials; (3) Customer's property is sufficient to bear the weight of Company's equipment and vehicles; (4) if Customer is using Company's Recycling Services as provided in Section 13, Customer in their best effort shall provide all Recyclable Materials to Company in

accordance with Company's specifications and will not include Unacceptable Materials in the Recyclable Materials; and (5) Customer shall ensure all its affiliates, employees, agents, contractors, representatives, and homeowners receiving Services from Company under the terms of this Agreement ("**Representatives**") abide by all of the terms of this Agreement. Customer shall be responsible to Company for its Representatives. Company cannot be held liable if landfill rejects load is contaminated by Customer best effort as company will attempt to recycle with its best effort also.

- c. Company. Company represents and warrants that the Services shall be performed in a professional and workmanlike manner.

9. **INSURANCE**. Company shall, in a manner satisfactory to Customer, maintain at its own expense until the termination of this Services, the following insurance:

(a) Worker's Compensation and Employer's Liability:

- (i) Meeting the Colorado statutory requirements.
- (ii) Coverage "B" Employer's Liability -Limit \$1,000,000.

(b) Comprehensive General Liability:

- (i) Comprehensive General Liability Form, including Premises Operations, Elevators and Escalators, Independent Associations, Products-Completed Operations, Broad Form Property Damage (including Completed Operations), and affording coverage for explosion, collapse and underground hazards (X, C and U hazards).
- (ii) Contractual Liability; Blanket basis ensuring the liability assumed under this Addendum.
- (iii) Limits of Liability; Bodily Injury -\$2,000,000 each Occurrence, \$2,000,000 annual aggregate; Property Damage \$1,000,000 each Occurrence \$2,000,000 annual aggregate.

(c) Comprehensive Automobile Liability:

- (i) Comprehensive Automobile Liability Form, including all owned, non-owned and hired vehicles.
- (ii) Limits of Liability: Bodily Injury -\$500,000 each person; \$1,000,000 each occurrence aggregate; Property Damage -\$500,000 each occurrence aggregate. ("**Unacceptable Materials**").

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

COMPANY:

HBSCO LLC D/B/A HBS Trash Services –

Ben Holland-Colorado Sales

By: Ben Holland

Name: _____

Title: HBS Trash -Sales

Ventana Metro District

By: _____

Name: _____

Title: _____

Exhibit A
Service Summary

Ventana Metro District

Service: We will deliver trash carts asap as requested by DAM

Ventana Metro District currently has 435 homes Trash & Recycle Collection)
Ventana Metro District currently has ONE 3 YD Dumpster located at 11007 Hidden Prairie PKWY 80817 \$84.35 Per month.

HBS will provide each home One 95-gallon carts for trash only AND Recycle

Standard waste service: HBS will provide one time per week waste collection. All containers should be placed curbside on collection day by 7 am.

****Bonus included in pricing. HBS will collect up to ***3 extra bags or bundles of yard waste measuring less than 4 feet. **weight cannot exceed 45 lbs. each.*

Pricing:

Total Household Services for weekly trash service for year one is:
\$16.85 per month for each house Paid monthly by the Ventana Metro District

Cost for 1 additional trash only cart can be on a per month rental would be \$5.00 per additional cart, this 2nd trash cart and would be paid by each individual homeowner contacting HBS Trash for set up and billing per resident.

Additional Services:

Additionally, HBS will provide 1 roll off containers for any extra community cleanup events at a price of 25% less market value for a Flat Fee 30-yard container. The Ventana Metro Dist. are responsible to not go over the fill line in the roll off to avoid extra cost. If homeowners have additional large items, they can schedule a bulk pickup on a one-off basis. For individual resident bulk item removals questions call customer service at 720.547.4600 for current pricing and to schedule an appointment date. Appliances are generally recycled here in Colorado, and we will collect these during the annual bulk collection. Any items containing refrigerant must have a certificate indicating that the refrigerant has been removed.

****Terms of this agreement are 3 years, with a price lock for the 1st year, and up to a 6% or CPI increase per each contract year thereafter. ***Currently we do not charge a fuel surcharge but retain the right to institute this charge in the event of diesel fuel costs increasing greater than 10% from a current base of \$4.25 per gallon.*

Exhibit B

(Certificate of insurance to be completed as contract is signed)



SB23-110 Concerning Transparency for Metropolitan Districts was passed this legislative session and is effective as of August 7, 2023. Included in this new legislation is a requirement for all active metropolitan districts with residential units that were organized after January 1, 2000, to hold an “annual meeting” in person, virtually, or a combination meeting of virtually and in person.

At the annual meeting, the Board cannot conduct any official business or take any action. This annual meeting must include:

1. A presentation regarding the status of the public infrastructure projects within the district, if any;
2. A presentation regarding outstanding bonds, if any;
3. A review of unaudited financial statements showing the year-to-date revenue and expenditures of the district in relation to its adopted budget, as amended (if applicable), for that calendar year; and
4. An opportunity for members of the public to ask questions about the district.

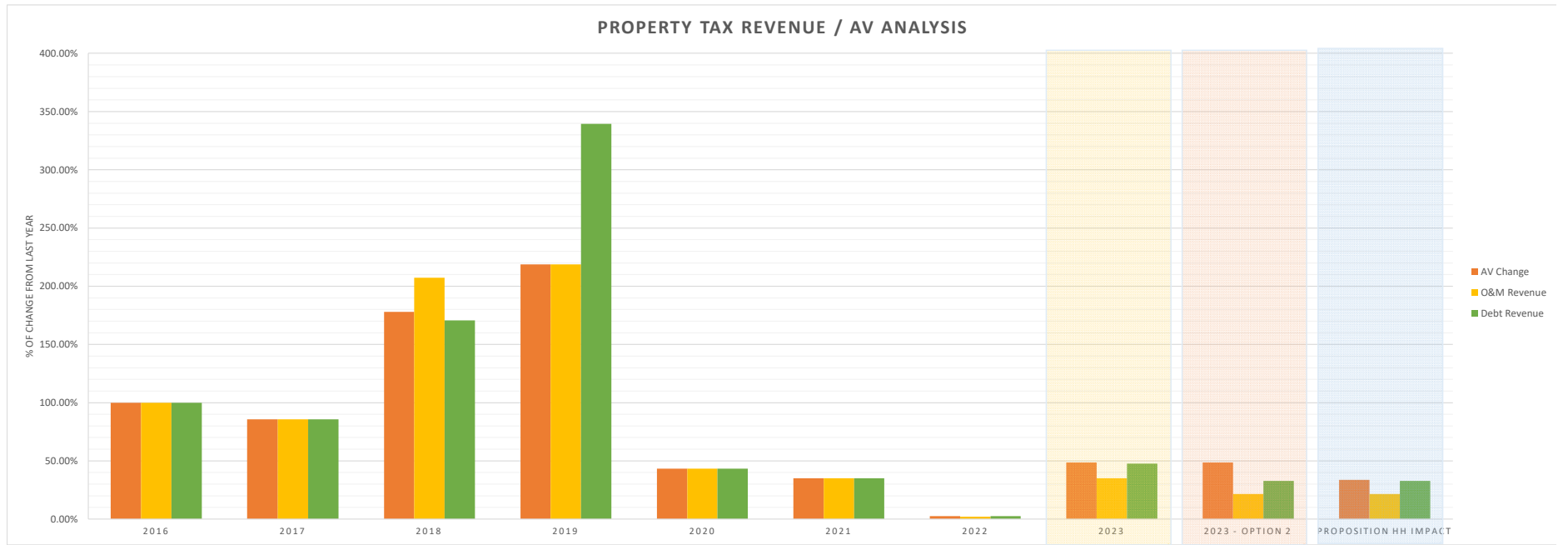
Because Ventana Metropolitan (the “District”) was organized after January 1, 2000, is in active status, and contains residential units, it is required to hold this annual meeting beginning this year. For ease of scheduling, we propose that the annual meeting be held at the Rec Center on **November 20, 2023, at 6:00 pm**, immediately following the District’s budget hearing, which is currently scheduled for November 20, 2023, at 5:00 pm. The annual meeting must be the subject of a separate meeting notice, and the Board may not take any official action during this session.



VENTANA METROPOLITAN DISTRICT
PROPERTY TAX REVENUE BASED ON ASSESSED VALUATION ANALYSIS

RAR	8.24%	7.20%	7.20%	7.15%	7.15%	6.95%	6.95%	6.77%	6.77%	6.77%
Year	2016	2017	2018	2019	2020	2021	2022	2023	2023 - Option 2	Proposition HH Impact
AV	299,550	556,380	1,546,510	4,930,700	7,071,740	9,549,490	9,782,970	14,542,370	14,542,370	13,088,133
O&M Mill	10.000	10.000	11.055	11.055	11.055	11.055	11.005	10.000	9.000	10.000
Debt Mill	30.000	30.000	29.222	40.277	40.277	40.277	40.277	40.000	36.000	40.000
Property Tax Revenue										
O&M	\$ 2,995.50	\$ 5,563.80	\$ 17,096.67	\$ 54,508.89	\$ 78,178.09	\$ 105,569.61	\$ 107,661.58	\$ 145,423.70	\$ 130,881.33	\$ 130,881.33
Debt	\$ 8,986.50	\$ 16,691.40	\$ 45,192.12	\$ 198,593.80	\$ 284,828.47	\$ 384,624.81	\$ 394,028.68	\$ 581,694.80	\$ 523,525.32	\$ 523,525.32

Year	2016	2017	2018	2019	2020	2021	2022	2023	2023 - Option 2	Proposition HH Impact
% Calc AV Change	100.00%	85.74%	177.96%	218.83%	43.42%	35.04%	2.44%	48.65%	48.65%	33.78%
O&M Revenue	100.00%	85.74%	207.28%	218.83%	43.42%	35.04%	1.98%	35.07%	21.57%	21.57%
Debt Revenue	100.00%	85.74%	170.75%	339.44%	43.42%	35.04%	2.44%	47.63%	32.86%	32.86%





Rec Center Maintenance	Estimated Cost	Pool Equipment	Estimated Cost	Park Equipment & Landscape Improvements	Estimated Cost
3 Broken lockers		2 Chlorine feeders for the drain baskets (1 larger to hold at least 20 tablets)		Cushion budget for extra native mowing if needed.	
Vent cleaning - annual or semi-annual		6 solar lights for the pool fence		Overseeding native areas first thing in spring to crowd out weeds	
Carpet cleaning - annually	300	ADA Chairs repaired or manual alternative purchased		Playground equipment inspection - annually	
Alarm system, alarm lights, defibulator, & 3 extinguishers tested & serviced - annually (currently CINTAS)		Cracks in mastic in pool and spa		Playground equipment repairs - following inspection	
Fireplace service - annually **Currently the igniter has an issue and the outlet is burned out		Liquid auto-feeder - The existing feeder is for salt mixing could be removed and replaced with an expansive chlorine feeder. **Kik Chlorinator Rainbow Chlorine And Bromine Feeder Designed For Pools From 80,000 To 322,000 Gallons. Holds 29 Large (3") Tablets Or 237 Small (1") Tablets. **Pentair Rainbow 114115 Pool Chlorine And Bromine Feeder. Designed For Pools From 12,000 To 48,000 Gallons. Holds 11 Large (3") Tablets Or 98 Small (1") Tablets	350	Tree replacements - once revised landscape plan is approved by the City, ideally first thing in spring	
Furnace service - quarterly (currently Bassett)		Maintenance room door needs ventilation		Additional drain added in park to connect with City stormwater and aid the pond in draining **Will require planning process and approval with City	
HVAC service - annually **AC has never been serviced per Kevin. HVAC unit has quite a bit of visible rust, may need replacement sooner than later.		Pool heater mixing valve - mixing valve & pipe kit replacement. **Laars Mixing valve and piping kit repair.	6000	Mailbox repairs - incidentals as needed	
Plumbing & drain cleaning - annually		Pool lights evaluation, replacements & resealing		Picnic tables & shade along the trail near the rec center	
Roof repairs - resealing and flashing needed around the vents, pipes, & fittings		Powder coating spinkler/fountain/arch & hand rails	5000	Shade structure or gazebo for the park area	
Sofas and folding chair upholstery cleaned - annually		Repaint the yellow edges for raised steps in concrete			
Water heater service - annually **Currently has a drip		Shed or alternative for pool /spa cover storage			
Weights for Smith machine		Ventalated & secured shed for pool chemical & power washer gas storage. **Could potentially remove the chlorine feeder in the side room of the maintenance room to open the room for storage.			
Concrete repair/replace - outside the front door has crumbling		Spa pump replacement - currently not working. **Plus an additional to have onhand for when replacement is needed			
Internet update - has not been updated to 5G		Stain/seal exterior pool brick			
Fire Marshal inspection to ensure compliance and learn about improvements we might be able to make to ensure best practices are being followed		Cracks in concrete for pool deck			

Upgrade cameras - replace 4 existing & add 6 new: 4 in parking lot, 1 lobby, 1 playroom. **16 channel NVR, 10 Dahua cameras, 10 back boxes, hard drives, back-up battery, & wiring. **Kid's playroom & office cameras do not work currently.		New chairs, loungers, tables			
Remove bar to make space for a pool table		Sprinkler/fountain/arch attachments to create varying patterns for spray			
YE camera system - subscription required		Back-up pool pump			
		Hot tub cover has ~ 1 year left of life			
		Pool is settling - the lap lane side of the pool has visible settlement of approximately 1" over the rec center side of the pool **likely not a concern for 2024 but we should have it inspected			

