



## MOUNTAIN VISTA METROPOLITAN DISTRICT

Regular Board Meeting held in person and virtually  
8605 Explorer Dr, Colorado Springs, CO 80920

**Thursday, February 1, 2024 – 10:00 a.m.**

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

<https://video.cloudoffice.avaya.com/join/070305842>

United States: +1 (213) 463-4500

Access Code: 070-305-842

Board of Director	Title	Term
Brian Bahr	President	May 2025
John Eliot	Vice President	May 2025
Richard Vorwaller	Assistant Secretary	May 2027
vacant	Assistant Secretary	May 2027
Craig Anderson	Treasurer/ Secretary	May 2027

### AGENDA

1. Call to Order
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters
3. Approval of Agenda
4. Review Letters of Interest to Fill Vacant Position and Consider Appointment (enclosure)
5. Consent Agenda (These items are routine and may be approved in 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 November 2, 2023 (**enclosure**)
  - b. Approval of Annual Meeting Minutes from November 2, 2023 (**enclosure**)
  - c. Ratification of Approval of Payables through the Period ending February 1, 2024 (**enclosure**)
  - d. Acceptance of Unaudited Financial Statements as of December 31, 2023, and the Schedule of Cash Position Updated as of December 31, 2023 (**enclosure**)
6. Management Matters
  - a. Manager's Report (**enclosure**)
7. Public Comment (Limited to 3 minutes and only items not on the agenda)
8. Financial Matters
  - a. Review and Consider Approval of 2023 Auditor Engagement (**enclosure**)
  - b. Review and Consider Approval for Fee Reversal Request (**enclosure**)
9. General Business
  - a. Discuss Retaining Wall Project Status, and Review and Consider Approval for Change Order(s) (**under separate cover**)
  - b. Review and Consider Approval for Weisburg Landscape Maintenance Contract Renewal (**enclosure**)
10. Adjourn
  - a. Next Regular Meeting Date – May 2, 2024 at 10:00 a.m.



## Heather Smith

---

**From:** Autumn <auttyco77@yahoo.com>  
**Sent:** Tuesday, December 5, 2023 2:43 PM  
**To:** Heather Smith  
**Subject:** Letter of interest- Board of Directors Vacancy Seat.

*Hi Heather,*

*This email serves as a letter of interest for current vacancy on the Mountain Vista Metropolitan District Board.  
My husband Anthonio Gwynn and I reside at 4528 Gneiss Loop Colorado Springs CO 80938 Lot 14 Filing 5*

*Please feel free to let me know what the next steps will be.*

*Regards,  
Autumn Mason  
719-339-6028*

Dear Association Services,

I hope this letter finds you well. I am writing to express my genuine interest in volunteering for the association and to convey my enthusiasm for actively contributing to our community. I firmly believe that volunteering is an important way to make a positive impact and foster a strong sense of community spirit.

Having been a resident here for 4 years, I have witnessed firsthand the dedication and hard work put in by the association to maintain and enhance the overall quality of our community. I have been inspired by the positive changes and improvements made under your guidance.

I am particularly keen to contribute my skills, time, and energy towards helping the association achieve its goals. With a background in communication and organizing, I believe I can offer valuable contributions to the association's activities and initiatives. I also served on the Homeowners board in Silverhawk community for about 3 years.

I possess excellent interpersonal and communication skills, which I believe are key for fostering positive relationships within our community. I am confident in collaborating effectively with fellow homeowners, authorities, and service providers to address any concerns or issues that may arise. Additionally, my strong organizational skills have enabled me to successfully manage projects in the past, ensuring timely completion and attention to detail.

Volunteering for the association is not only an opportunity for me to contribute to the community, but also a chance to develop new skills, broaden my knowledge, and build lasting connections. I am committed to actively participating in meetings, offering innovative ideas, and taking on any responsibilities entrusted to me.

In summary, I am excited about the prospect of volunteering for the association and am confident that my skills, dedication, and passion for our community make me a strong candidate. I would welcome the opportunity to discuss my potential involvement in more detail and provide any additional information you may require.

Thank you for considering my application. I look forward to the opportunity to contribute and make a positive impact on our community through volunteering with the association.

Warm Regards





**MINUTES OF A REGULAR MEETING  
OF THE BOARD OF DIRECTORS OF THE  
MOUNTAIN VISTA METROPOLITAN DISTRICT  
HELD NOVEMBER 2, 2023, AT 10:00 AM**

Pursuant to posted notice, the regular meeting of the Board of Directors of the Mountain Vista Metropolitan District was held on Thursday, November 2, 2023, at 10:00 a.m., at 8605 Explorer Dr, Colorado Springs, CO 80920 and virtually via video teleconference.

Attendance

In attendance were Directors:

Brian Bahr  
Craig Anderson  
John Eliot  
Richard Vorwaller

Also in attendance were:

Heather Smith, WSDM  
Rebecca Harris, WSDM  
Pete Susemihl, Susemihl, McDermott & Downie, P.C.  
Eric Stedman, Resident

1. Call to Order: President Bahr called the meeting to order at 10:00 a.m.
2. Declaration of Quorum/ Director Qualifications/ Disclosure Matters: President Bahr confirmed a quorum was present. Mr. Susemihl confirmed all Directors are qualified and disclosures have been filed.
3. Approval of Agenda: Director Vorwaller moved to approve the Agenda as presented; seconded by Director Eliot. Motion passed unanimously.
4. Consent Agenda: After review, Director Vorwaller moved to approve the Consent Agenda as presented; seconded by Director Vorwaller. Motion passed unanimously.
  - a. Approval of Board Meeting Minutes from the October 5, 2023
  - b. Ratify approval of Payables through the Period ending October 19, 2023
5. Management Matters
  - a. Manager's Report: Ms. Smith presented the Manager's Report.
6. Public Comment: There was no public comment.
7. Insurance Matters
  - a. Review and Consider Approval for Annual Insurance Renewal: After review, Director Vorwaller moved to approve the annual SDA membership and to bind the updated coverage through the Special District Pool; seconded by Director Anderson. Motion passed unanimously.

8. Financial Matters

- a. Conduct a Public Hearing on the 2024 Budget and 2023 Amended Budget; Consider Adoption of Resolution Adopting the 2023 Budget Amendment, Adopting the 2024 Budget, Appropriating Funds, and Certifying Mill Levies:

Director Vorwaller moved to open a Public Hearing on the 2024 Budget and 2023 Budget Amendment; seconded by Director Eliot. Motion passed unanimously.

After no public comment, the Public Hearing was closed.

After review, Director Anderson moved to approve the 2024 Budget as presented, to increase Trash Removal Fees to \$48 per quarter, to approve the Resolution Amending Trash Removal Fees, and to approve the Resolution Adopting the 2023 Budget Amendment, Adopting the 2024 Budget, Appropriating Funds, and Certifying Mill Levies subject to adjustment with the final assessed valuations; seconded by Director Vorwaller. Motion passed unanimously.

9. New Business After review, Director Anderson moved to approve all three items under New Business as stated; seconded by Director Vorwaller. Motion passed unanimously.

- a. Review and Consider Approval for WSDM 2024 District Management Engagement: Director Anderson moved to approve the WSDM Annual Engagement as presented; seconded by Director Vorwaller. Motion passed unanimously.
- b. Review and Consider Approval for Tree Wrapping Proposal: After discussion, Director Anderson moved to approve the WSDM Annual Engagement as presented; seconded by Director Vorwaller. Motion passed unanimously.
- c. Establish 2024 Meeting Schedule: After discussion, Director Anderson moved to establish quarterly meetings occurring February, May, August, and November on the first Thursday of the month at 10:00 a.m.; seconded by Director Vorwaller. Motion passed unanimously.

10. Adjourn: There being no further business to come before the Board, Director Eliot moved to adjourn at 10:40 a.m.; seconded by Director Anderson. Motion passed unanimously.

- a. Next Regular Meeting Date: February 1, 2024, at 10:00 a.m.

Respectfully Submitted,

---

Craig Anderson, Secretary







**MINUTES OF THE ANNUAL MEETING  
OF THE BOARD OF DIRECTORS OF THE  
MOUNTAIN VISTA METROPOLITAN DISTRICT  
HELD NOVEMBER 2, 2023, AT 11:00 A.M.**

Pursuant to §32-1-903(6), C.R.S., the annual meeting of the Board of Directors of the Mountain Vista Metropolitan District was held on Thursday, November 2, 2023, at 11:00 a.m., via video teleconference.

Attendance

In attendance were Directors:

Brian Bahr  
Craig Anderson  
John Eliot  
Richard Vorwaller

Also in attendance were:

Heather Smith, WSDM District Managers  
Rebecca Harris, WSDM District Managers

1. Call to Order: Ms. Smith called the meeting to order at 11:00 a.m.
2. Presentation Regarding the Status of Public Infrastructure Projects within the District: Ms. Smith provided a presentation regarding the status of public infrastructure projects within the District with retaining wall replacement and mulch replenishment anticipated in 2024.
3. Presentation Regarding Outstanding Bonds: Ms. Smith provided an overview of the three (3) outstanding bonds from Series 2021 with an aggregate principle issued in the amount of \$12,000,000.
4. Review of Unaudited Financial Statements: Ms. Smith presented a review of the Unaudited Financial Statements from September 30<sup>th</sup>.
5. Open Floor for Questions: No members of the public were present.
6. Adjourn: The meeting was adjourned at 11:04 a.m.

Respectfully Submitted,

---

Secretary



**Mountain Vista Metropolitan District**  
**PAYABLES**  
11/20/2023  
**GENERAL FUND ACCOUNT**

Company	Invoice	Date	Amount	Comments
BiggsKofford	112002	7/24/2023		
City of Colorado Springs	48023056	11/1/2023	\$ 35.55	
City of Colorado Springs	48028902	11/1/2023	\$ 5.40	
City of Colorado Springs	48028901	11/1/2023	\$ 57.60	
City of Colorado Springs	48028903	11/1/2023	\$ 7.65	
City of Colorado Springs	48032108	11/1/2023	\$ 125.10	
City of Colorado Springs	48032232	11/1/2023	\$ 71.55	
City of Colorado Springs	48022821	11/1/2023	\$ 84.15	
City of Colorado Springs	48023097	11/1/2023	\$ 29.25	
City of Colorado Springs	48028950	7/1/2023		
City of Colorado Springs	48033655	11/1/2023	\$ 32.85	
City of Colorado Springs	48028950	8/1/2023		
Colorado Interactive, LLC	14068738	8/31/2023		
CO Special Districts Prop & Liab Pool	24WC-312-0146	8/11/2023		
Colorado Springs Utilities	2657352726	11/3/2023	\$ 3,928.77	
Colorado Springs Utilities	3882724424	11/3/2023	\$ 15.57	
Colorado Springs Utilities	5666367862	11/3/2023	\$ 2,758.35	
Holladay Grace	1158-3865	9/28/2023		
HC Hammers Construction	2023-SW-025.6	9/25/2023	\$ 4,900.00	
HC Hammers Construction	2023-SW-025.7	9/25/2023	\$ 1,460.00	
Mailing Services Inc	18593	10/16/2023		
Mailing Services Inc				
Mailing Services Inc	17922	4/11/2023		
Rocky Mountain Playgrounde	1030	11/6/2023	\$ 550.00	
Special District Association				
Susemihl Mcdermott Downie P.C.	35664	10/31/2023	\$ 1,668.75	
Susemihl Mcdermott Downie P.C.	35665	10/31/2023	\$ 562.50	
UMB Bank, NA				
Weisburg Landscape Maintenance	52300	10/24/2023	\$ 318.25	
Weisburg Landscape Maintenance	52487	11/3/2023	\$ 65.00	
Weisburg Landscape Maintenance	52615	11/30/2023	\$ 4,506.00	
Weisburg Landscape Maintenance	52552	11/14/2023	\$ 2,461.37	
Weisburg Landscape Maintenance	52326	10/26/2023	\$ 836.63	
Weisburg Landscape Maintenance	52197	10/31/2023	\$ 4,506.00	
Wesburg Landscape Maintenance				
Wesburg Landscape Maintenance				
Wesburg Landscape Maintenance				
WSDM District Managers	7741	10/31/2023	\$ 3,877.50	
<b>TOTAL</b>			<b>\$ 32,863.79</b>	

**DEBT SERVICE FUND ACCOUNT**

Company	Invoice	Date	Amount	Comments
UMB	111023	11/10/2023	12,904.04	Aug, Sep, Oct 2023

**TOTAL FOR ALL FUNDS**      \$ 45,767.83      \_\_\_\_\_, President

Kirkpatrick Funds      \$ 823,157.13  
9/21 Draw      \$ (45,767.83)  
Kirkpatrick Funds After Draw      \$ 777,389.30

**Mountain Vista Metropolitan District**  
**PAYABLES**  
12/18/2023  
**GENERAL FUND ACCOUNT**

Company	Invoice	Date	Amount	Comments
City of Colorado Springs	48022821	12/1/2023	\$ 84.15	
City of Colorado Springs	48023056	12/1/2023	\$ 35.55	
City of Colorado Springs	48023097	12/1/2023	\$ 29.25	
City of Colorado Springs	48028901	12/1/2023	\$ 57.60	
City of Colorado Springs	48028902	12/1/2023	\$ 5.40	
City of Colorado Springs	48028903	12/1/2023	\$ 7.65	
City of Colorado Springs	48032108	12/1/2023	\$ 125.10	
City of Colorado Springs	48032232	12/1/2023	\$ 71.55	
City of Colorado Springs	48033655	12/1/2023	\$ 32.85	
CO Special Districts Prop & Liab Pool	24PL-312-3350	11/30/2023	\$ 21,486.00	
Colorado Springs Utilities	2657352726	12/5/2023	\$ 59.04	
Colorado Springs Utilities	3882724424	12/5/2023	\$ 17.10	
Colorado Springs Utilities	5666367862	12/5/2023	\$ 158.15	
Susemihl Mcdermott Downie P.C.	35861	11/30/2023	\$ 375.00	
UMB Bank, NA	962969	12/7/2023	\$ 4,000.00	
WSDM District Managers	7780	11/30/2023	\$ 3,750.00	
<b>TOTAL</b>			<b>\$ 30,294.39</b>	

**DEBT SERVICE FUND ACCOUNT**

Company	Invoice	Date	Amount	Comments
UMB	121023	12/10/2023	3,342.77	Nov Tax Collections

**TOTAL FOR ALL FUNDS** \$ 33,637.16 \_\_\_\_\_, President

Kirkpatrick Funds	\$ 831,677.54
12/18 Draw	<u>\$ (33,637.16)</u>
Kirkpatrick Funds After Draw	\$ 798,040.38

**Mountain Vista Metropolitan District**  
**PAYABLES**  
1/17/2024  
**GENERAL FUND ACCOUNT**

Company	Invoice	Date	Amount	Comments
City of Colorado Springs	48022821	1/1/2024	\$ 84.15	
City of Colorado Springs	48023056	1/1/2024	\$ 35.55	
City of Colorado Springs	48023097	1/1/2024	\$ 29.25	
City of Colorado Springs	48028901	1/20/2024	\$ 57.60	
City of Colorado Springs	48028902	1/1/2024	\$ 5.40	
City of Colorado Springs	48028903	1/1/2024	\$ 7.65	
City of Colorado Springs	48032108	1/1/2024	\$ 125.10	
City of Colorado Springs	48032232	1/1/2024	\$ 71.55	
City of Colorado Springs	48033655	1/1/2024	\$ 32.85	
Colorado Springs Utilities	2657352726	1/4/2024	\$ 270.00	
Colorado Springs Utilities	3882724424	1/4/2024	\$ 16.45	
Colorado Springs Utilities	5666367862	1/4/2024	\$ 151.58	
Holladay Grace	1158-4192	1/30/2024	\$ 3,884.71	
HC Hammers Construction	2023WO-019.1	12/25/2023	\$ 11,749.82	
HC Hammers Construction	2023-SW-025.4	12/25/2023	\$ 550.00	
HC Hammers Construction	2023-SW-029.3	12/25/2023	\$ 400.00	
Mailing Services Inc	18940	1/12/2024	\$ 298.65	
Rocky Mountain Playgrounde	967	8/16/2023	\$ 596.62	
Susemihl Mcdermott Downie P.C.	35892	12/31/2023	\$ 562.50	
Weisburg Landscape Maintenance	52939	12/13/2023	\$ 142.50	
Weisburg Landscape Maintenance	52877	12/13/2023	\$ 4,065.00	
Weisburg Landscape Maintenance	53017	12/31/2023	\$ 4,506.00	
WSDM District Managers	7820	12/31/2023	\$ 3,750.00	
<b>TOTAL</b>			<b>\$ 31,392.93</b>	

**TOTAL FOR ALL FUNDS**

**\$ 31,392.93**

\_\_\_\_\_, President

Kirkpatrick Funds	\$ 852,372.54
12/18 Draw	\$ (31,392.93)
Kirkpatrick Funds After Draw	\$ 820,979.61



## Mountain Vista Metropolitan District

## Balance Sheet

As of December 31, 2023

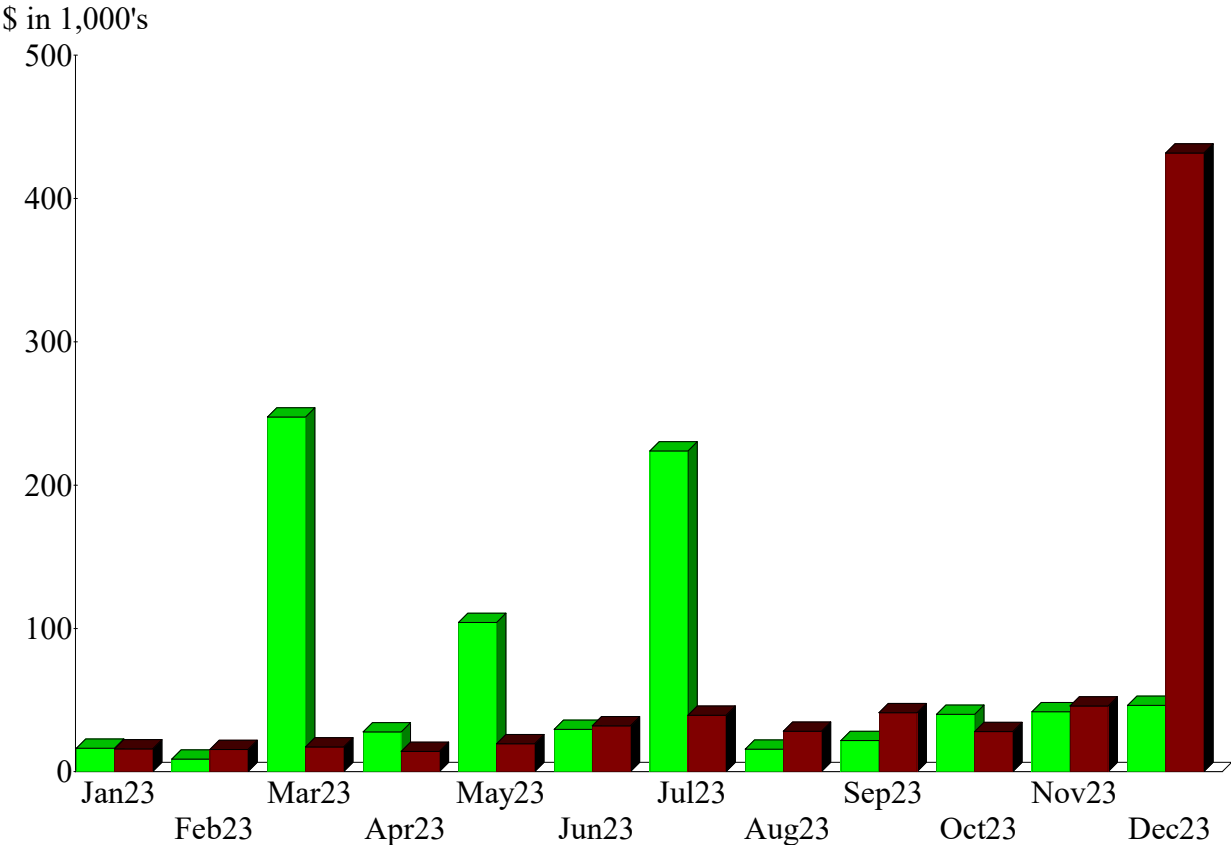
	Dec 31, 23
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
3079 - Kirkpatrick Checking	827,282.23
UMB Bond Fund 157277.1	13,879.61
UMB Series 2021 Project Fund	1,283,526.04
Total Checking/Savings	2,124,687.88
Other Current Assets	
A/R - El Paso County Treasurer	3,929.10
Property Tax Receivable	581,989.00
12000 - Undeposited Funds	26,145.00
Total Other Current Assets	612,063.10
Total Current Assets	2,736,750.98
Fixed Assets	
Construction in Progress	10,366,028.70
Total Fixed Assets	10,366,028.70
<b>TOTAL ASSETS</b>	<b>13,102,779.68</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 - Accounts Payable	51,808.44
Total Accounts Payable	51,808.44
Other Current Liabilities	
Accrued Interest	300,186.00
Prepaid Trash Fees	15,685.00
Deferred Property Tax Revenue	581,989.00
Total Other Current Liabilities	897,860.00
Total Current Liabilities	949,668.44
Long Term Liabilities	
26000 - Series 2021 Bonds	10,800,000.00
26500 - Barnes Road Set Aside	1,200,000.00
Total Long Term Liabilities	12,000,000.00
Total Liabilities	12,949,668.44
Equity	
30000 - Opening Balance Equity	132,142.06
32000 - Retained Earnings	-74,070.26
Net Income	95,039.44
Total Equity	153,111.24
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>13,102,779.68</b>

Mountain Vista Metropolitan District  
Profit & Loss Budget vs. Actual  
January through December 2023

	TOTAL				
	Dec 23	Jan - Dec 23	Budget	\$ Over Budget	% of Budget
Income					
1-2100 · Insurance Claim	6,540.80	6,540.80			
Building Permit Fees					
1-0010 · Single Family - Fee	20,000.00	138,000.00	100,000.00	38,000.00	138.0%
Total Building Permit Fees	20,000.00	138,000.00	100,000.00	38,000.00	138.0%
Treasurer Taxes					
1-1000 · Current Year Tax- O&M	0.00	122,199.67	122,199.15	0.52	100.0%
1-1015 · Delinquent Interest O&M	0.00	56.21			
1-1020 · Specific Ownership Tax - O&M	2,096.54	12,791.67	8,553.94	4,237.73	149.54%
2-1000 · Current Year Tax- Debt	0.00	366,598.99	366,597.45	1.54	100.0%
2-1015 · Delinquent Interest - Debt	0.00	168.64			
2-1020 · Specific Ownership tax - Debt	6,289.59	38,374.98	25,661.82	12,713.16	149.54%
Total Treasurer Taxes	8,386.13	540,190.16	523,012.36	17,177.80	103.28%
1-2000 · Late Fee	145.00	1,709.50			
1-2010 · Trash Service	5,615.67	62,524.96	61,200.00	1,324.96	102.17%
1-3000 · Interest Income	5,753.59	75,172.65	36,000.00	39,172.65	208.81%
Total Income	46,441.19	824,138.07	720,212.36	103,925.71	114.43%
Expense					
Treasurer Fee					
1-1100 · Treasurer Collection Fee - O&M	0.00	1,833.85	1,832.99	0.86	100.05%
2-1100 · Treasurer Collection Fee - Debt	0.00	5,501.54	5,498.96	2.58	100.05%
Total Treasurer Fee	0.00	7,335.39	7,331.95	3.44	100.05%
1-1200 · Professional Services					
1-1210 · Audit/ Accounting	0.00	9,325.00	9,250.00	75.00	100.81%
1-1220 · District Management	3,750.00	40,237.60	45,000.00	-4,762.40	89.42%
1-1230 · Trash Service	5,129.59	59,196.93	61,200.00	-2,003.07	96.73%
1-1250 · Legal	562.50	8,646.52	10,000.00	-1,353.48	86.47%
Total 1-1200 · Professional Services	9,442.09	117,406.05	125,450.00	-8,043.95	93.59%
1-1270 · Bond Costs					
Trustee Fee	4,000.00	4,000.00			
Interest Expense	395,954.92	395,954.92	605,758.15	-209,803.23	65.37%
Total 1-1270 · Bond Costs	399,954.92	399,954.92	605,758.15	-205,803.23	66.03%
1-1300 · Bank Fees	348.07	3,534.58	1,000.00	2,534.58	353.46%
Capital Improvements	0.00	0.00	1,230,000.00	-1,230,000.00	0.0%
1-1310 · Copies & Postage	0.00	1,829.53	2,500.00	-670.47	73.18%
1-1320 · Office Supplies	0.00	83.37			
1-1400 · Dues & Subscriptions	0.00	1,237.50	600.00	637.50	206.25%
1-1450 · Insurance	0.00	21,931.00	10,000.00	11,931.00	219.31%
1-1500 · Board Election	0.00	1,429.45	5,000.00	-3,570.55	28.59%
1-1600 · Landscape Maintenance & Repairs					
1-1610 · Utilities	234.29	55,744.53	70,000.00	-14,255.47	79.64%
1-1600 · Landscape Maintenance & Repairs - Other	8,713.50	75,149.55	75,000.00	149.55	100.2%
Total 1-1600 · Landscape Maintenance & Repairs	8,947.79	130,894.08	145,000.00	-14,105.92	90.27%
1-1620 · Stormwater Fee	13,148.92	43,462.76	20,000.00	23,462.76	217.31%
1-1630 · Miscellaneous	0.00	0.00	50,000.00	-50,000.00	0.0%
Total Expense	431,841.79	729,098.63	2,202,640.10	-1,473,541.47	33.1%
Net Income	-385,400.60	95,039.44	-1,482,427.74	1,577,467.18	-6.41%



# Income and Expense by Month January through December 2023



## Income Summary January through December 2023

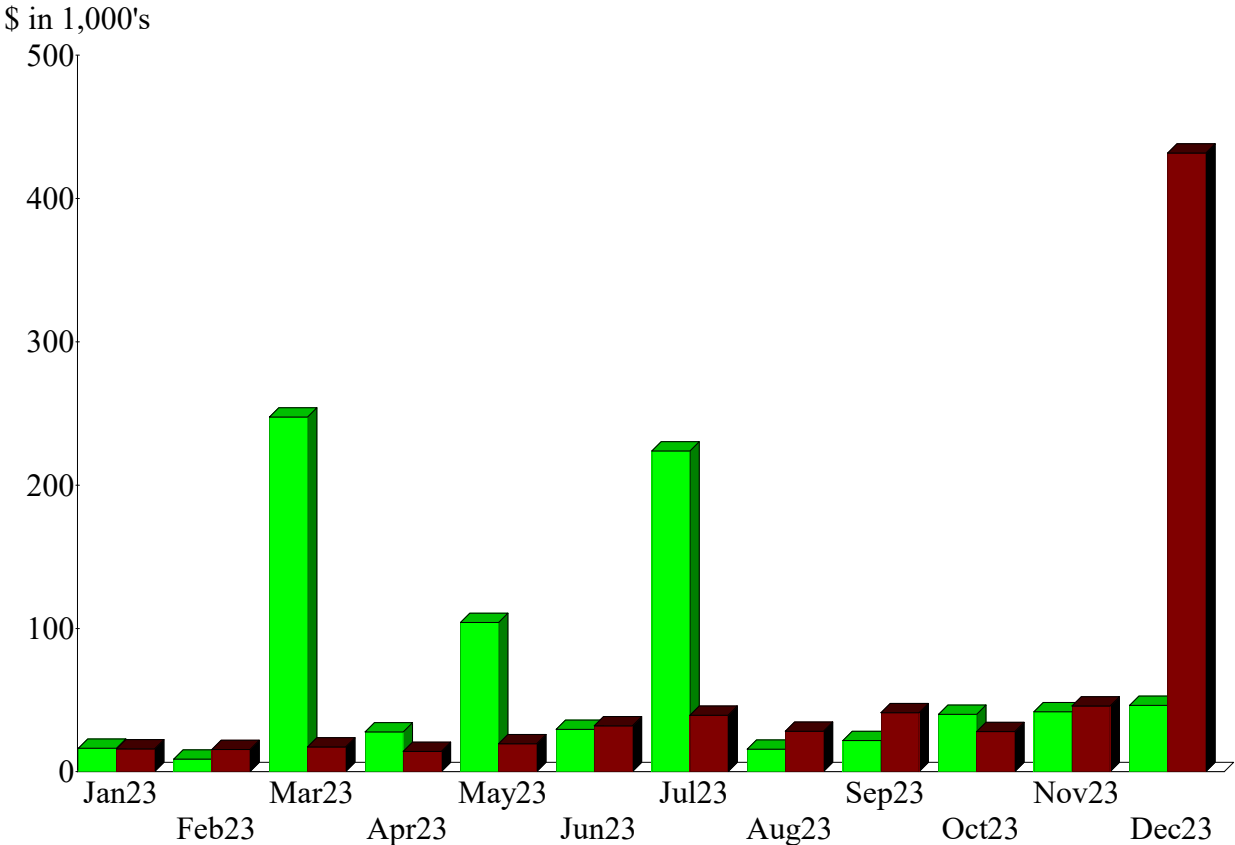
Treasurer Taxes	65.55%
Building Permit Fees	16.74
1-3000 · Interest Income	9.12
1-2010 · Trash Service	7.59
1-2100 · Insurance Claim	0.79
1-2000 · Late Fee	0.21
Total	\$824,138.07



By Account

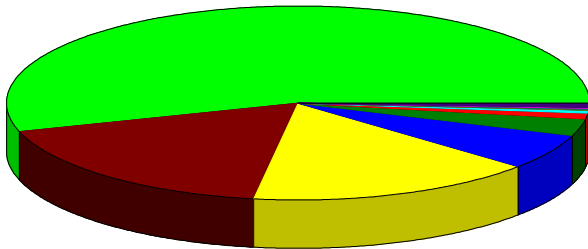
# Income and Expense by Month January through December 2023

Income  
Expense



## Expense Summary January through December 2023

1-1270 · Bond Costs	54.86%
1-1600 · Landscape Maintenance & Repairs	17.95
1-1200 · Professional Services	16.10
1-1620 · Stormwater Fee	5.96
1-1450 · Insurance	3.01
Treasurer Fee	1.01
1-1300 · Bank Fees	0.48
1-1310 · Copies & Postage	0.25
1-1500 · Board Election	0.20
1-1400 · Dues & Subscriptions	0.17
1-1320 · Office Supplies	0.01
Total	\$729,098.63



By Account





---

## MEMORANDUM

---

**TO:** MOUNTAIN VISTA METROPOLITAN DISTRICT BOARD OF DIRECTORS  
**FROM:** HEATHER SMITH  
**SUBJECT:** MANAGERS REPORT FOR FEBRUARY 2024  
**DATE:** OCTOBER 29, 2023

### Landscape Maintenance:

- Bioswales:
  - The bioswale erosion concerns at 4379 Prairie Agate and 4463 Zircon Drive have been addressed.
  - The Development Plan outlines a Committee to be established for the purpose of educating members and overseeing maintenance. Management is strategizing on this.
  - Weisburg has suggested removing the native grasses in the swales and adding rock to reduce maintenance. More research is required.
- Weisburg:
  - The Weisburg Landscape Contract is up for renewal and is on the agenda for February, adding Filing 6 and increasing the mowing frequency in the bioswales.

### General Maintenance:

- Perimeter Wall Repairs: Holaday Grace has repaired the perimeter wall following the vehicle collision. The driver's insurance has reimbursed the District in full.
- Repairs have been requested for the split rail fencing in Filing 2.

### Retaining Wall and Detention Pond Repairs:

- Ponds 4, 5, and 6 have been cleared and restored in full.
- Hammers Construction has begun filling and compacting the washed-out area in Pond 7.
- Soil testing is in progress, which will determine how much soil must be disposed of and additional is needed.
- The application for funding through FEMA is in process and FEMA reps met with Management onsite on January 18<sup>th</sup>.

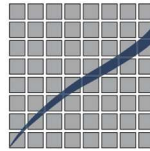
### Billing Update:

- 1<sup>st</sup> Quarter bills went out 1/6
- 13 Liens remain in place for dues and fees not yet paid.

Mountain Vista Covenant Matters (additional reports attached)

- Violations issued YTD:
  - 0 Violations have been issued to date for 2024.
  - 61 Violations have continued from 2023.
  - 5 violations are receiving repeated fines.
- Architectural Submissions Reviewed:
  - 1 Submission has been reviewed to-date for 2024.
    - 100% Fence





**BiggsKofford**  
CERTIFIED PUBLIC ACCOUNTANTS

November 13, 2023

Board of Directors  
**Mountain Vista Metropolitan District**  
El Paso County, Colorado

We are pleased to confirm our understanding of the services we are to provide for Mountain Vista Metropolitan District ("District") as of and for the year ended December 31, 2023.

---

**Audit Scope and Objectives**

---

We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2023. Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- You have informed us that the MD&A will be omitted. Our report will be modified accordingly.

We have also been engaged to report on supplementary information ("SI") other than RSI that accompanies the District's financial statements, as applicable. We will subject the SI to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS, and will provide an opinion on it in relation to the basic financial statements as a whole.

- Schedule(s) of revenues, expenditures, and changes in fund balances – budget and actual for governmental funds, as applicable

In connection with our audit of the basic financial statements, we will read any other information included with the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our

opinions about whether your financial statements are fairly presented, in all material respects, in conformity with US GAAP; and report on the fairness of the SI referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

---

### **Users of the Financial Statements**

---

We understand that these financial statements will be used by the State of Colorado and El Paso County to assist with regulatory oversight, and by management to provide assurance on the financial statements to enhance management decision-making. You agree that you will discuss the suitability of this presentation with us if you intend to submit these financial statements to other users or to any of the identified users for different purposes.

---

### **Auditor's Responsibilities for the Audit of the Financial Statements**

---

We will conduct our audit in accordance with US GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with US GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

If circumstances occur which, in our professional judgment, prevent us from completing the audit or forming opinions on the financial statements, we retain the right to withdraw from the engagement without issuing opinions or a report, as permitted by our professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an



appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

---

#### **Audit Procedures – Internal Control**

---

We will obtain an understanding of the District and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance any matters related to internal control that are required to be communicated under professional standards.

---

#### **Audit Procedures – Compliance**

---

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

---

#### **Other Services**

---

We will also prepare the financial statements of the entity in conformity with US GAAP based on information provided by you. We will perform the services in accordance with applicable professional standards.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

---

#### **Responsibilities of Management for the Financial Statements**

---

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with US GAAP with the oversight of those charged with governance.

Management is responsible for making drafts of the financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

With regard to including the auditor's report in an offering document, you agree that the aforementioned auditor's report, or reference to BiggsKofford, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the SI in conformity with US GAAP. You agree to include our report on the SI in any document that contains, and indicates that we have reported on, the SI. You also agree to include the audited financial statements with any presentation of the SI that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the SI in accordance with US GAAP; (2) you believe the SI, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the SI.

You agree to assume all management responsibilities for the other services listed above and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

---

#### **Engagement Administration, Fees, and Other**

---

You are responsible to notify us in advance of your intent to reproduce our report for any reason, in whole or in part, and to give us the opportunity to review any printed material containing our report before its issuance. Such notification does not constitute an acknowledgement on our part of any third party's intent to rely on the financial statements. With regard to financial statements published electronically or on your internet website(s), you understand that electronic sites are a means to reproduce and distribute information. We are not required to read the information contained in your sites, or to consider the consistency of other information in the electronic site with the original document.

You agree that you will not use our firm's name or the name of an employee of the firm in a communication containing a financial presentation without the written permission of our firm. If you do use our firm name or the name of an employee of the firm in a communication containing a financial presentation, you agree to include an "accountant's report" or a "disclaimer" on the financial presentation(s) which we specify. Further, you agree to provide us with printers' proofs or masters of any document that contains our firm name or the name of an employee of the firm and a financial presentation for our review and approval before printing/publishing of the document. You also agree to provide us with a copy of the final reproduced material that contains either our firm's name and/or the name of an employee of the firm and a financial presentation for our approval before it is distributed.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you not solicit our employees to work for you. You agree that if you or your agents do hire one of our employees within three months of when they last worked for BiggsKofford, P.C., we will be due a finder's fee equal to 50% of the greater of the annual salary they were earning as of their last day of employment or their starting salary with the District. Payment will be due within 10 days of your receipt of our invoice. To ensure that our independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

You understand that we provide clients with services specifically focused on identifying and addressing deficiencies in internal controls, and on searching for the existence of fraud within the entity. If you would like us to perform

these services, we would be happy to discuss that opportunity with you. However, you acknowledge that those services are outside the scope of this engagement and are not included in the fees detailed below.

It is our policy to retain engagement documentation for a period of at least five years, after which time we may commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement. The balance of our engagement file, other than the compiled financial statement, which we will provide you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony related to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates for the time we expend in connection with such response, and to reimburse us for all related out-of-pocket costs incurred.

You and BiggsKofford, P.C. both agree that any dispute that may arise from this engagement will, prior to resorting to litigation, be submitted for mediation before the American Arbitration Association. Both parties further agree that any such mediation shall be administered within El Paso County, Colorado, and the results of any such mediation shall be binding upon agreement of each party to be bound. Further, both parties agree that any potential legal action between you and BiggsKofford, P.C. shall be resolved in El Paso County District Court according to Colorado law. Our engagement ends on delivery of our audit report and any claim made concerning our services will be limited to the fees charged for those services. You agree to indemnify, defend, and hold BiggsKofford and its owners, heirs, executors, personal representatives, successors, and assigns harmless from any liability and costs resulting from knowing misrepresentations by management.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all parties.

We want you to clearly understand that this type of financial statement presentation is not designed for, and should not be used for, any purpose subject to regulation by the United States Securities and Exchange Commission ("SEC") or the securities division of any state.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of BiggsKofford, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Colorado Office of the State Auditor or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BiggsKofford, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Colorado Office of the State Auditor or its designee. The Colorado Office of the State Auditor or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Braden Hammond is the engagement principal and is responsible for supervising the engagement and for signing the report or authorizing another individual to sign it.

Our fees for this engagement are not contingent on the results of our services. We estimate that our fees for these services will be \$9,600. You will also be billed for travel and other out-of-pocket expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered semi-monthly as work progresses and are payable on presentation. Any remaining balance will be due upon delivery of your financial statements. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or for any other reason provided for in this letter, our engagement will be deemed to have been

completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of the termination.

We understand this engagement letter is contingent on Walker Schooler District Managers acting as the manager for the District and, in the event of a change in manager, the terms outlined in this letter are subject to revision. This engagement letter is valid for 60 days from the date of this letter and is subject to revision or withdrawal if an executed copy is not received by BiggsKofford, P.C. within that timeframe.

---

### Reporting

---

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the board of directors of the District. Circumstances may arise in which our report may differ from its expected content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, **PLEASE INITIAL EACH PAGE, SIGN THE LAST PAGE**, and return a copy to us.

Sincerely,

*BiggsKofford, P.C.*

BiggsKofford, P.C.

**RESPONSE:**

**This letter correctly sets forth the understanding of Mountain Vista Metropolitan District.**

Officer signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



Requesting reversal of late fees:  
25 fees of \$5 for a total of \$125.

Since purchasing the home in 2021, only 1 billing  
cycle payment has been made on-time!

---

**From:** Brenda Juarez <[brenda.j@wsdistricts.co](mailto:brenda.j@wsdistricts.co)>  
**Sent:** Monday, January 15, 2024 11:03 AM  
**To:** Amber Hardekopf <[amber.h@wsdistricts.co](mailto:amber.h@wsdistricts.co)>  
**Subject:** MVMD acct # 6100-001

Hi, Amber.

This email is a heads up. I have this note in UMS:

Spoke with Tenant: Teiona Lee  
phone: 719-648-0682

Requested to remove late fees. Advised she never received bill. Bills have been going to the AOR of management company. Management CO never explained how the MVMD bills were supposed to get paid. This is miscommunication on the management company's part with the tenant.

Tenant moved in August 27th of 2023.

Advised tenant to send in copy of rental agreement and stated I will send bills to property address once this has been received. Advised I will reach out to billing specialist (AH) to see if late fees can be removed.

Thank you,

**Brenda Juarez**  
**Administrative Professional**



614 N. Tejon St.  
Colorado Springs, CO 80903  
Office: [\(719\) 447-1777](tel:(719)447-1777) ext: 104  
Direct: [\(719\) 428-2363](tel:(719)428-2363)  
Email: [brenda.j@wsdistricts.co](mailto:brenda.j@wsdistricts.co)  
Website: [www.WSDistricts.co](http://www.WSDistricts.co)



## Heather Smith

---

**From:** Eric Moroski <eric@weisburg.com>  
**Sent:** Monday, January 22, 2024 11:57 AM  
**To:** Heather Smith  
**Subject:** Mountain Vista MD renewal

Hi Heather,

Below are detailed cost analysis' for the district with a cost to each item. The total of all 3 is \$72,480.00. What we can do is take off 2% of the total to make the annual \$71,040.00 if that works? When comparing to a place like Ventana, it certainly needs more hours to preform the annual task list and the irrigation is really hard (not enough backflows) and of course the bioswale idea??? However, it is the cliché, 'it is what it is'.

Shoot me a ring on this like how we talked about Ventana and have a great day,  
Eric  
719-596-7777

### To add Filing 6 = \$12,120.00

- 50.18 more man hours for weekly mow service. (14k+ in bluegrass, about an acre in beds)
- 27 more hours for native mowing (almost 2 acres)
- 4 more bio-swales
- 3 more pet waste stations to service (\$1300)
- Additional time based on square footage for aeration, fertilization, and on lawn weed control
- Additional time for native fert and weed control applications
- 3 more hours for pre-emergent weed control
- More hours for clean up and pruning
- Added time for activations and winterizations
- 12 more hours for winter policing (.5 hrs added per week)

### Bio-swales service-add 3 more occurrences (6 times total) = \$3,600

- Based on 18.25 hrs per occurrence to mow and clean up. Spraying hours are separate.

### 2024-25 contract pricing = \$56,760.00

- Current contract sits at \$54,072.00 and the new cost for this base contract is a 5% increase (we kept it on the lower end).
- We did incorporate filing 6 into the \$54,072.00 after we did the initial mow/clean up last fall at time and material. After that we mowed 3 more times, dealt with some weeds, serviced pet stations and did the full clean up at no extra cost.
- Our numbers are pretty tight here; it is a very spread out district and the weed pressure is enormous being surrounded by all of the native and the openness for the wind to settle weed seed like a snow drift.

**The District budgeted \$75,000 for the landscape maintenance contract in 2024.**





# Weisburg Landscape Maintenance

4450 Mark Dabbling Blvd  
Colorado Springs, CO 80907

## Landscape Maintenance Agreement

January 22, 2024

*\*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: Mountain Vista MD 2024-25**  
**Graphite Dr & Shale Dr**  
**Colorado Springs, CO 80938**

---

### General Provisions

1. **Contract Term:** Contract duration shall be from April 1, 2024 through March 31, 2025. 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: \$55.00/hr, Irr Tech: \$70/hr, Certified Irr Tech: \$80/hr, Irr Electric/Valve Troubleshoot: \$95/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***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 Area Mowing - Irrigated***Included Frequency* 9

---

- All native areas (except the large SE detention pond) will be mowed every 3 weeks. The 2 detention ponds most west have shrubs planted at the basin and need to be kept up on mowing or they will just get swallowed up.

---

**Native Area Mowing - Detention Areas***Included Frequency* 3

---

- The detention pond basins will be mowed 3 times/year and the scheduling will be subject to the weather/climate.

---

**Bio-Swale Maintenance***Included Frequency* 6

---

- Bio-swale areas will be trimmed/mowed 3x per year as needed. Additional mows will be performed on a time and material basis.
- Bio-swale rock beds will be sprayed for weeds 3x per year as needed.
- Bio-swale areas will be sprayed with tenacity herbicide 1x per year to help control weeds in native swales.

---

**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.

---

<b>Fall Core Aeration</b>	<i>Included Frequency</i>	<i>0</i>
---------------------------	---------------------------	----------

---

- Fall Core Aeration of irrigated turf areas will be performed in September/October for an extra fee of \$750.00.

---

<b>Dry &amp; Wet Spot Reporting</b>	<i>Included Frequency</i>	<i>24</i>
-------------------------------------	---------------------------	-----------

---

- 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.

---

<b>Spring Leaf Clean-Up</b>	<i>Included Frequency</i>	<i>1</i>
-----------------------------	---------------------------	----------

---

- 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.

---

<b>Fall Leaf Clean-Up</b>	<i>Included Frequency</i>	<i>2</i>
---------------------------	---------------------------	----------

---

- 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.

---

<b>Turf Fertilization</b>	<i>Included Frequency</i>	<i>2</i>
---------------------------	---------------------------	----------

---

- 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.

---

<b>Turf Pesticide Applications</b>	<i>Included Frequency</i>	<i>3</i>
------------------------------------	---------------------------	----------

---

- 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.

---

<b>Weed Control - Pre-Emergent</b>	<i>Included Frequency</i>	<i>1</i>
------------------------------------	---------------------------	----------

---

- Contractor will treat specified rock areas prone to weeds with a pre-emergent weed control product in March or April.

---

<b>Chemical Tree Rings &amp; Buffers</b>	<i>Included Frequency</i>	<i>3</i>
--	---------------------------	----------

---

- 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.

---

<b>Native Area Chemical Services</b>	<i>Included Frequency</i>	<i>1</i>
--------------------------------------	---------------------------	----------

---

- 2 times/year all irrigated native areas will be sprayed for broadleaf weeds.
- 1 time/year all irrigated native areas will receive a slow release fertilizer.

---

<b>Plant Health Care Monitoring</b>	<i>Included Frequency</i>	<i>3</i>
-------------------------------------	---------------------------	----------

---

- 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).

---

**Mid-Summer Pruning - Trees***Included Frequency*    1

---

- Annual pruning of trees on the property shall be done to remove low hanging nuisance limbs that interfere with maintenance operations only.
  - \* Colorado Springs Forestry requires a general tree service business license shall authorize the licensee to cut, train, prune, shape or remove trees for hire from or above the ground through climbing, use of an aerial lift, or a ladder exceeding the height of twelve feet (12') -- City Code 2.3.3.
- Sucker growth will be removed from the base of trees as needed to keep a neat appearance.
- Tree stakes will be removed from new trees after 2 growing seasons for an additional charge.

---

**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 shearing.

---

**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 \$500.00 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 are 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.

---

**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.

---

**Dog Waste Stations and Trash Cans***Included Frequency*    1

---

- Approximately 7 dog waste stations and 3-4 trash cans at the large park will be taken care of weekly during growing season March - October and bi-weekly November - February.

---

**Discount for all work***Included Frequency*    1

---

\* Approximate 2% discount for 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 Dabbling 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:	\$71,040.00
12	monthly payments of:	\$5,920.00

By: \_\_\_\_\_ Date \_\_\_\_\_  
Weisburg Landscape Maintenance

Accepted: \_\_\_\_\_ Date \_\_\_\_\_  
Mountain Vista MD 2024-25