



GOLD HILL MESA METROPOLITAN DISTRICT NOS. 1 and 2

Regular Joint Board Meeting

Thursday, July 18, 2024 – 9:00 a.m.

142 S Raven Mine Dr, Ste 200

Colorado Springs, Colorado 80905

And

This meeting will also be held via video-teleconferencing and can be joined through the directions below:

<https://video.cloudoffice.avaya.com/join/471819234>

United States: [+1 \(213\) 463-4500](tel:+12134634500)

Access Code: 471-819-234

Gold Hill Mesa Metropolitan District No. 1

Board of Director	Title	Term
Stephanie Edwards	President	May 2027
John Olson	Secretary/ Treasurer	May 2027
VACANT	Assistant Secretary	May 2027
Barry Brinton	Assistant Secretary	May 2025
VACANT	Assistant Secretary	May 2025

Gold Hill Mesa Metropolitan District No. 2

Board of Director	Title	Term
Stephanie Edwards	President	May 2027
John Olson	Secretary/ Treasurer	May 2027
Thomas Barnish	Assistant Secretary	May 2025
Barry Brinton	Assistant Secretary	May 2025
Justin Burns	Assistant Secretary	May 2025

AGENDA

1. Call to Order
2. Declaration of Quorum/ Director Qualifications/ Disclosure Matters
3. Approval of Agenda
4. Approval of Special Board meeting minutes from May 16, 2024 (enclosed)
5. Financial Matters
 - a. Review and consider acceptance of Presentation for 2023 Audited Financials (under separate cover)
 - b. Review the June 30, 2024, Unaudited Financial Statements (enclosed)
 - c. Raity and Approve Payables through July 18, 2024 (enclosed)
6. Public Comment for Items Not on the Agenda (3-minute limit per person)
7. Management Matters
 - a. Discuss District 1 dissolution and Bond memo
 - b. Discuss the status of curb repair on Lady Campbell
 - c. Discuss Tract Split

- d. Review the Underdrain maintenance report from June 10, 2024 (enclosed)

8. Legal Matters

9. Landscape Matters

- a. Discuss general landscape issues throughout the community
- b. Discuss and consider approval of the proposal to repair irrigation electrical
- c. Discuss and consider approval of proposed Turf Replacement areas
- d. Review and consider approval of Drainage work behind 157 S Olympian (enclosed)
- e. Update on Wildflower strip along 21st street

10. Adjourn:

- a. Next Regular Meeting Date – September 19, 2024 at 9:00am



**JOINT MINUTES OF THE SPECIAL BOARD MEETING
OF THE BOARD OF DIRECTORS OF THE
GOLD HILL MESA METROPOLITAN DISTRICT NOS. 1 AND 2
HELD MAY 16, 2024
AT 9:00 AM**

Pursuant to posted notice, the special meetings of the Board of Directors of the Gold Hill Mesa Metropolitan District Nos. 1 and 2 were held on Thursday, May 16, 2024, at 9:00 a.m., via tele/videoconference:

<https://video.cloudoffice.avaya.com/join/471819234>.

Attendance

In attendance were Directors:

Stephanie Edwards

John Olson (Absent)

Barry Brinton

Thomas Barnish

Justin Burns

Also in attendance were:

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

Rebecca Harris, WSDM District Managers

Kevin Walker, WSDM District Managers

Rylee DeLong, WSDM District Managers

Combined Meeting: The Board of Directors of the Districts have determined to hold a joint meeting of the Districts and to prepare joint minutes of actions taken by the Districts in such meetings. Unless otherwise noted herein, all official action reflected in these minutes shall be deemed to be the action of all Districts. Where necessary, action taken by an individual District will be so reflected in these minutes.

1. Call to Order: The meeting was called to order by President Edwards at 9:00 a.m.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters: Ms. Harris confirmed a quorum was present. Mr. Susemihl confirmed the disclosures were properly filed.
3. Approval of Agenda: Director Brinton moved to approve the Agenda as amended; seconded by President Edwards. Motion passed unanimously.
4. Approval of Board Meeting Minutes: After review, Director Burns moved to approve the April 25, 2024 Meeting Minutes; seconded by Director Barnish. Motion passed unanimously.
5. Public Comment: No public comment.
6. Management Matters
 - a. Discuss status of curb repair on Lady Campbell: Ms. Harris noted she is unsure of the status of the ticket with the City, but she will reach out for an update.
 - b. Discuss Tract Split and Sale Memo: Mr. Walker presented the Tract Split and Sale Memo. He reported there is no state statute that would restrict the District from selling the property, and the bond underwriters had no objection. Mr. Walker recommended the Board establish a process for the sale and determine the valuation of the property and have a formal request in writing provided by Director Burns. The current market price for park land is \$130,000 per acre, or \$3 per foot. Mr. Walker discussed a public auction and noted that the state does not require it. The Board discussed the requirement for a published public hearing for the re-plat, and the precedence this sale could set.

Mr. Walker recommended that Director Burns schedule a meeting with the City to discuss what their requirements may be. The Board directed Director Burns to have his request in writing

- c. Discuss District No. 1 Dissolution: Ms. Harris noted they are still preparing the Dissolution Memo. She reported that District No. 1 does not own any property and the one tract within the boundary is owned by the former developer/entity. Mr. Walker discussed the potential City requirement for modifications to the service plan and the impact to the bonds. The Board discussed the reimbursement to the developer. WSDM will continue to work on these issues.

7. Financial Matters

- a. Review the April 30, 2024 Unaudited Financial Statements: Ms. Harris presented the Unaudited Financial Statements.
- b. Approve Payables through May 16, 2024: Ms. Harris presented the Payables through May 16, 2024. After review, Director Brinton moved to approve the Unaudited Financial Statements and the Payables as presented; seconded by Director Barnish. Motion passed unanimously.

8. Legal Matters: There were no legal matters.

9. Landscape Matters: The Board discussed the trees and landscaping. Director Brinton asked about the history of the developer tree replacements and the reimbursement.

- 10. Adjourn: President Edwards moved to adjourn the meeting at 10:00 a.m.; seconded by Director Brinton. Motion passed unanimously.
 - a. Next Regular Meeting Date – July 18, 2024 at 9:00 a.m.

Respectfully Submitted,

By: Recording Secretary



Gold Hill Mesa Metropolitan District No. 2

Balance Sheet

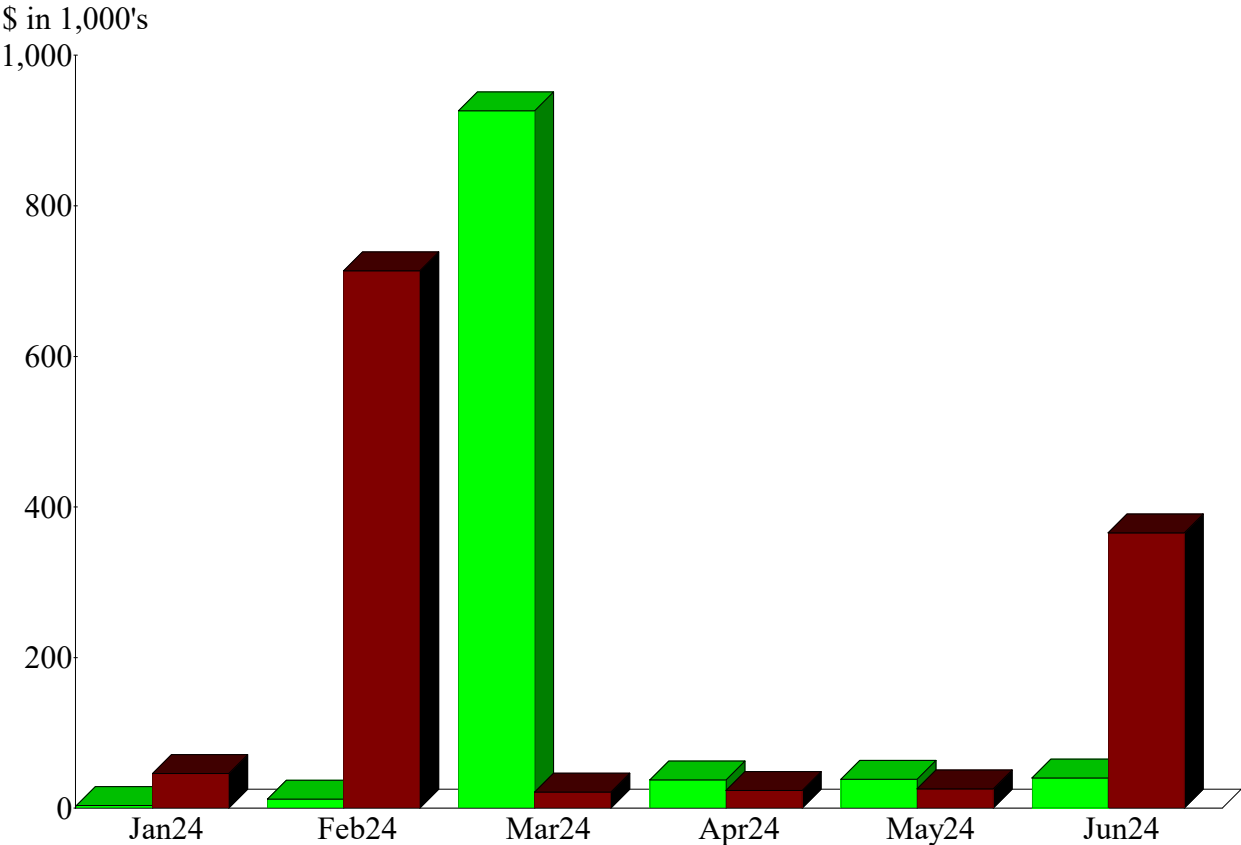
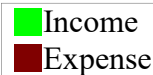
As of June 30, 2024

	Jun 30, 24
ASSETS	
Current Assets	
Checking/Savings	
First Bank Checking	342,764.17
UMB Senior Bond Fund - 8486.1	544,668.60
UMB Reserve Fund - 8486.2	1,010,008.72
UMB Sub Bond 8487-1	19,348.60
UMB Sub Project Fund - 8487.2	1,991.86
Total Checking/Savings	1,918,781.95
Accounts Receivable	
Accounts Receivable	12,348.65
Total Accounts Receivable	12,348.65
Other Current Assets	
Property Tax Receivable - O&M	1,918.91
Property Tax Receivable - Debt	5,755.57
Total Other Current Assets	7,674.48
Total Current Assets	1,938,805.08
TOTAL ASSETS	1,938,805.08
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	103,801.83
Total Accounts Payable	103,801.83
Other Current Liabilities	
Due to District 1	39,723.75
Deferred Prop Tax Rev - O&M	1,918.91
Deferred Prop Tax Rev - Debt	5,755.57
Total Other Current Liabilities	47,398.23
Total Current Liabilities	151,200.06
Total Liabilities	151,200.06
Equity	
Fund Balance - Debt	1,367,383.08
Retained Earnings	558,736.32
Net Income	-138,514.38
Total Equity	1,787,605.02
TOTAL LIABILITIES & EQUITY	1,938,805.08

Gold Hill Mesa Metropolitan District No. 2
Profit & Loss Budget vs. Actual
January through June 2024

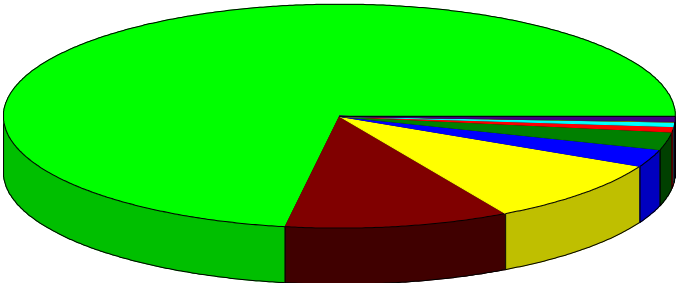
	TOTAL				
	Jun 24	Jan - Jun 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Grant Income	0.00	427.51			
Interest Abatement - Debt	-1.74	-1.74			
Interest Abatement - O&M	-5.22	-5.22			
Urban Renewal TIF - Debt	0.00	767,726.25	1,748,598.00	-980,871.75	43.91%
Urban Renewal TIF O&M	0.00	115,621.38	263,343.00	-147,721.62	43.91%
Interest Income - Debt	7,141.03	27,391.93			
Homeowners Fee	25,004.80	99,479.10	300,000.00	-200,520.90	33.16%
CY Property Tax - O&M	95.60	2,492.10	3,843.00	-1,350.90	64.85%
Delinquent Interest - O&M	0.46	0.46			
Specific Ownership Tax - O&M	1,876.82	9,363.87	18,703.00	-9,339.13	50.07%
CY Property Tax - Debt	286.82	7,476.52	11,528.00	-4,051.48	64.86%
Delinquent Interest - Debt	1.37	1.37			
Specifice Ownership Tax - Debt	5,630.60	28,092.40	807.00	27,285.40	3,481.09%
Total Income	40,030.54	1,058,065.93	2,346,822.00	-1,288,756.07	45.09%
Expense					
Audit	0.00	0.00	9,400.00	-9,400.00	0.0%
Bank Fees	10.00	60.00	200.00	-140.00	30.0%
District Management	8,111.98	38,200.73	96,000.00	-57,799.27	39.79%
Dues & Licenses	0.00	0.00	1,500.00	-1,500.00	0.0%
Insurance	0.00	13,981.00	13,000.00	981.00	107.55%
Landscaping	14,575.25	91,839.78	150,000.00	-58,160.22	61.23%
Landscape - Tree Replacement	35,583.00	39,102.00	45,000.00	-5,898.00	86.89%
Legal	1,115.00	4,883.75	20,000.00	-15,116.25	24.42%
Repairs & Maintenance	0.00	8,383.25	70,000.00	-61,616.75	11.98%
SDA Dues	0.00	1,237.50			
Snow Removal	0.00	1,717.50	10,000.00	-8,282.50	17.18%
Storm Water Fees	419.85	505.85			
Treasurer Collection Fee - O&M	1.41	37.37	192.00	-154.63	19.46%
Treasurer Collection Fee - Debt	4.22	112.07	173.00	-60.93	64.78%
Underdrainage	3,960.00	3,960.00	68,120.00	-64,160.00	5.81%
Utilities	10,592.83	21,505.41	150,000.00	-128,494.59	14.34%
Bond Expense					
Paying Agent Fee	0.00	0.00	7,000.00	-7,000.00	0.0%
Bond Interest - Series 2022A	291,412.50	291,412.50	582,825.00	-291,412.50	50.0%
Bond Principal Series 2022A	0.00	0.00	640,000.00	-640,000.00	0.0%
Bond Interest - Series 2022B(3)	0.00	583,641.60	326,900.00	256,741.60	178.54%
Bond Principal Series 2022B	0.00	96,000.00	140,000.00	-44,000.00	68.57%
Total Bond Expense	291,412.50	971,054.10	1,696,725.00	-725,670.90	57.23%
Total Expense	365,786.04	1,196,580.31	2,330,310.00	-1,133,729.69	51.35%
Net Ordinary Income	-325,755.50	-138,514.38	16,512.00	-155,026.38	-838.87%
Net Income	-325,755.50	-138,514.38	16,512.00	-155,026.38	-838.87%

Income and Expense by Month
January through June 2024



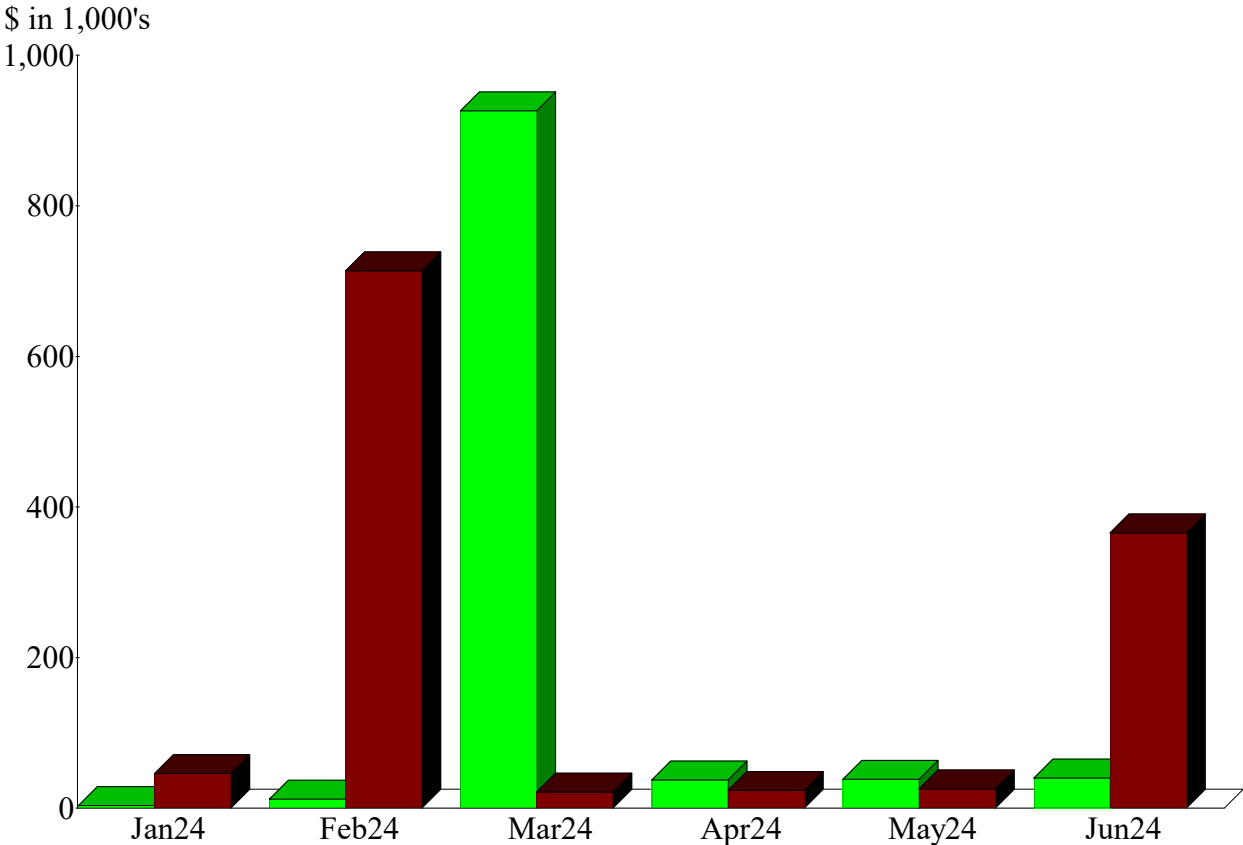
Income Summary
January through June 2024

Urban Renewal TIF - Debt	72.56%
Urban Renewal TIF O&M	10.93
Homeowners Fee	9.40
Specifice Ownership Tax - Debt	2.66
Interest Income - Debt	2.59
Specific Ownership Tax - O&M	0.88
CY Property Tax - Debt	0.71
CY Property Tax - O&M	0.24
Grant Income	0.04
Interest Abatement - O&M	\$-5.22
Other	0.01
Sub-Total	\$1,058,065.93



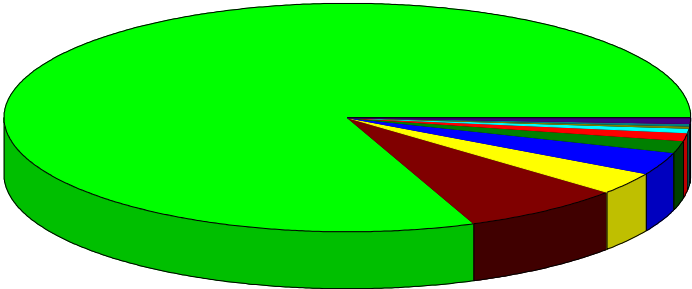
By Account

Income and Expense by Month
January through June 2024



Expense Summary
January through June 2024

Bond Expense	81.15%
Landscaping	7.68
Landscape - Tree Replacement	3.27
District Management	3.19
Utilities	1.80
Insurance	1.17
Repairs & Maintenance	0.70
Legal	0.41
Underdrainage	0.33
Snow Removal	0.14
Other	0.16
Total	\$1,196,580.31



By Account



Gold Hill Mesa Metropolitan District #2
PAYABLES
7/18/2024
GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
City of Colorado Springs	70124	7/1/2024	\$ 369.00	
Colorado Springs Utilities	8242523332	7/5/2024	\$ 20,894.91	
Susemihl Mcdermott Downie P.C.	36274	6/30/2024	\$ 1,115.00	
Weisburg Landscape Maintenance	55803	6/21/2024	\$ 250.00	
Weisburg Landscape Maintenance	55804	6/21/2024	\$ 100.00	
Weisburg Landscape Maintenance	55830	6/25/2024	\$ 188.00	
Weisburg Landscape Maintenance	55913	6/30/2024	\$ 240.00	
Weisburg Landscape Maintenance	55937	7/2/2024	\$ 1,692.50	
Weisburg Landscape Maintenance	55940	7/2/2024	\$ 110.00	
Weisburg Landscape Maintenance	55941	7/2/2024	\$ 305.00	
Weisburg Landscape Maintenance	55942	7/2/2024	\$ 1,486.50	
WSDM District Managers	8071	6/30/2024	\$ 8,111.98	
TOTAL			\$ 34,862.89	

DEBT SERVICE FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
UMB Bank	71024	7/10/2024	\$ 9,791.37	Pledged Rev Prop Taxes
TOTAL			\$ 9,791.37	

Total Payables \$ 44,654.26

First Bank Checking	\$ 272,750.87
Payable	\$ (44,654.26)
First Bank Checking After Draw	\$ 228,096.61



BMH Development Services, Inc.

1071 S. Camino Santiago Dr.
Pueblo West, CO 81007

UNDERDRAIN MAINTENANCE SUMMARY

TO:	Gold Hill Mesa Metro District 142 S. Raven Mine Dr. Colorado Springs, CO 80905	PROJECT:	Gold Hill Mesa Underdrain Inspection
ATTN:	Rebecca Harris, District Manager 614 N. Tejon St. Colorado Springs, CO 80903	DATE:	June 18, 2024

Mrs. Harris,

BMH Development Services, Inc. is pleased to provide you the with this summary of the maintenance that was completed on June 10th, 2024.

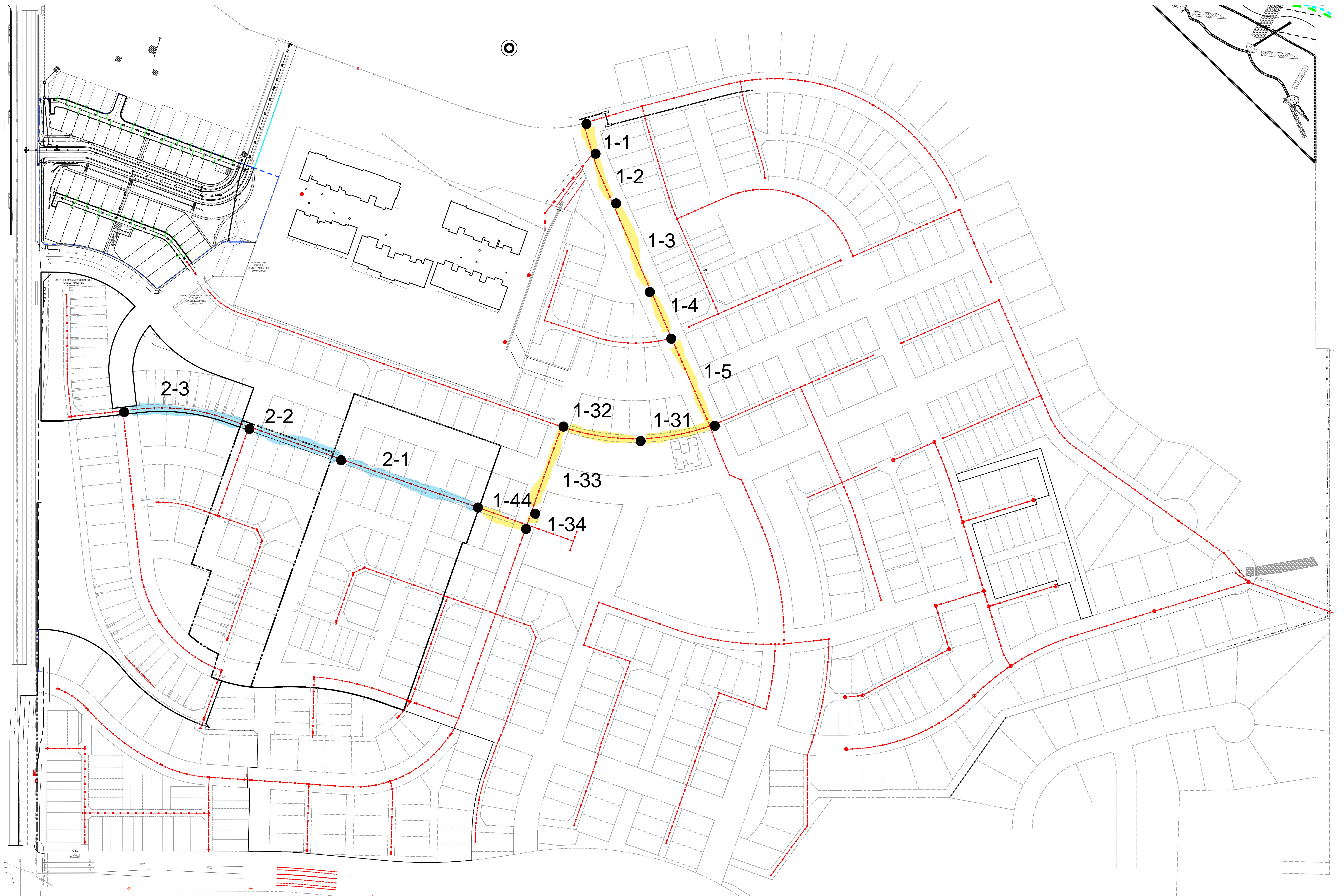
Fl.1	1-1	Jetted & TV – Relatively Clean & Flowing
	1-2	Jetted & TV – Relatively Clean & Flowing
	1-3	Jetted & TV – Relatively Clean & Flowing
	1-4	Jetted & TV – Relatively Clean & Flowing
	1-5	Jetted & TV – Relatively Clean & Flowing
	1-31	Jetted & TV – Relatively Clean & Flowing
	1-32	No Clean-Out for This Section
	1-33	Jetted & TV – Relatively Clean & Flowing
	1-44	No Clean-Out for This Section
Fl.2	2-1	Jetted & TV – Sediment Still Remains but Flowing. Would Recommend to Jet Again.
	2-2	Jetted & TV – Sediment Still Remains but Flowing. Would Recommend to Jet Again.
	2-3	Jetted & TV – Sediment Still Remains but Flowing. Would Recommend to Jet Again.

Should you have any questions or if I can be of additional service, please do not hesitate to call @ 719-240-0711 or email jasonholdredge@msn.com

Respectfully Submitted,

Jason Holdredge

Jason Holdredge







4450 Mark Dabbling Blvd
 Colorado Springs, CO 80907
 719-596-7777 Telephone
 719-622-0189 Fax
www.weisburg.com

Enhancement Proposal

July 13, 2024

Submitted To
WSDM - Rebecca Harris Rebecca Harris 614 N Tejon St Colorado Springs, CO 80903

Project
GHM MD - Tree Lawn Conversion Gold Hill Mesa Dr Colorado Springs, CO 80905

Scope

Convert selected turf areas noted on attached map/drawings.

Beds with Rock Only	\$17,613.00
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- Notes:**
- * Price per sqft includes:
 - Chemical Application to kill off bluegrass turf
 - Sod cut out and haul (This includes using equipment and hand demo by hand to help limit damage to tree roots and recessing edges).
 - Irrigation Retrofit - convert turf zones to netafim drip rings around trees or maybe just drip emitters spaced out.
 - Weed Barrier Fabric Installation inc. delivery
 - 3/4" Cimarron Granite Installation or breeze and also adding 2-4" Arkansas Tan cobble around the edges of at the community center to match existing.

Note - for the long parking strip, we will only be able to cut the edges down due to the roots. This area will not be flat but more of a contour with the tree roots.

Description	Quantity	Unit	Unit Price	Extended
Turf to Rock Conversion per sqft	3,300	SqFt	\$4.61	\$15,213.00
Irrigation Conversion	1	Bulk	\$2,400.00	\$2,400.00

Beds with Plants	\$22,350.75
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- Notes:**
- * Price per sqft includes:
 - Chemical Application (Cheetah Pro) to help burn down/kill off turf
 - Sod cut out and haul (This includes using equipment and hand demo by hand to help limit damage to tree roots and recessing edges)
 - Irrigation Retrofit - convert turf zones to netafim drip rings around trees
 - Weed Barrier Fabric Installation inc. delivery
 - 3/4" Cimarron Granite Installation inc. delivery

Description	Quantity	Unit	Unit Price	Extended
Turf to Rock Conversion per sqft	3,175	SqFt	\$5.25	\$16,668.75
Irrigation Conversion	1	Bulk	\$2,400.00	\$2,400.00
Shrubs - #5	29	Ea	\$90.00	\$2,610.00
Grasses - #1	24	Ea	\$28.00	\$672.00

Project Total

Subtotal	\$39,963.75
Tax	0.00
Total With Tax	\$39,963.75
Deposit	\$0.00
Due Upon Completion	\$39,963.75

Terms & Conditions

This proposal is good for 90 days.

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. Notices. All notices required hereunder shall be in writing and shall be sent in the United States mail, certified mail, return receipt requested, correctly addressed as follows:

Contractor's Address for Notifications:
Weisburg Group, Inc.
4450 Mark Dabling Blvd.
Colorado Springs, CO 80907

Customer's Address for Notifications:

6. Arbitration. The Contractor reserves the right to an arbitration hearing with the Client, and a non partisan third party on questionable damages.
7. 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.
8. Payment Schedule. Down payment and completion payment(s) will be paid according to listed payment terms. Payments shall be made payable to Weisburg Group, Inc.
9. 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.
10. 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.

11. Warranty:

New Trees, Shrubs & Perennials - Growing Season Warranty:

Contractor will replace any new Trees, Shrubs & Perennials material installed by Contractor during the current growing season that substantially fail due to incorrect irrigation (excessive or inadequate) or incorrect planting technique. Warranty is valid only on HOA & commercial job sites that are also contracted with our company for on-going monitoring of the irrigation system. Warranty expires on October 15th of the installation year. Warranty excludes turfgrass, plants installed by Contractor in previous growing seasons or plants installed by other parties at any point in time. In the month of October a Contractor account manager will inspect any plants eligible for warranty to ensure that current season new trees, shrubs & perennials are in good health. A written report will be submitted to the client as evidence of observed plant viability/vigor. Along with the inspection report, Contractor will submit to client a winter watering proposal for the new plants and a plan for replacing any plants that may have failed within the warranty period. It is important to realize that regular winter off-season watering is a critical responsibility that falls solely on the client and not on Contractor. We highly recommend that you contract with Contractor or another vendor for a regular winter watering program. A regular winter watering program will help minimize plant mortality, die-back and the negative stressful effects of the extreme winter climate along the Front Range (extreme fluctuations in moisture, winds and temperatures).

New irrigation components:

New irrigation parts including labor will be warrantied for one year from the date of installation when failure is due to faulty workmanship or manufacturer defect. New irrigation controllers will be warrantied for 2 years, however labor and wiring is not included. Keep in mind that irrigation controller manufactures have their own warranties that sometimes last far longer than 2 years.

12. Exclusions:


1. Water tap from main service to backflow and Electrical to irrigation controller.
2. Final grade.
3. Permits
4. Performance & Bid Bonds
5. Maintenance after Install is approved.
6. Coring / boring for irrigation sleeving.
7. Walls (retaining and non-retaining) unless noted in estimate above.
8. Site demo / trash removal unless noted in estimate above.
9. Limited warranty on all seed proposals (lower price).


By: _____

Weisburg Landscape Maintenance Rep Date
Sales Person:

Accepted: _____


Client Representative Date

 Bump outs, no plants and only rock.
Total sqft = 500 sqft



 Convert to rock and plants.






There are 4 total rectangles - 3 along the east side of the rec center and 1 on west.
 1000 sqft total
 Karl Foerster (24)



 Low grow sumac (2)
 Little Princess Spirea or similar (5)
 700 sqft total



 Low grow sumac (3)

275 sqft total



Example of the roots that make it impossible to use edging if we were to square off root tree canopy areas (but we all said we hate edging anyways). It is highly walked with concert series, so even using placed cobble would probably get kicked around. So I don't see a solution to keep materials separate at this time.

Maybe we would do breeze in between trees and 3/4" rock under trees? The line between the materials will always be a little messy.



4450 Mark Dabling Blvd
Colorado Springs, CO 80907
719-596-7777 Telephone
719-622-0189 Fax
www.weisburg.com

Enhancement Proposal

July 13, 2024

Submitted To
WSDM - Rebecca Harris Rebecca Harris 614 N Tejon St Colorado Springs, CO 80903

Project
GHM MD - Bumpout Conversion Gold Hill Mesa Dr Colorado Springs, CO 80905

Scope

Convert selected turf areas noted on attached map/drawings.

Bump Out and Utility Areas

\$11,711.50

- Notes:**
- * Price per sqft includes:
 - Chemical Application to kill off bluegrass turf
 - Sod cut out and haul (This includes using equipment and hand demo by hand to help limit damage to tree roots and recessing edges).
 - Irrigation Retrofit - convert turf zones to netafim drip rings around trees or maybe just drip emitters spaced out.
 - Weed Barrier Fabric Installation inc. delivery
 - 3/4" Cimarron Granite Installation or breeze and also adding 2-4" Arkansas Tan cobble around the edges of at the community center to match existing.

Note - for the long parking strip, we will only be able to cut the edges down due to the roots. This area will not be flat but more of a contour with the tree roots.

Description	Quantity	Unit	Unit Price	Extended
Turf to Rock Conversion per sqft	2,150	SqFt	\$4.61	\$9,911.50
Irrigation Conversion	1	Bulk	\$1,800.00	\$1,800.00

Project Total

Subtotal	\$11,711.50
Tax	0.00
Total With Tax	\$11,711.50
Deposit	\$0.00
Due Upon Completion	\$11,711.50

Terms & Conditions

This proposal is good for 90 days.

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.
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Customer's Address for Notifications:

6. Arbitration. The Contractor reserves the right to an arbitration hearing with the Client, and a non partisan third party on questionable damages.
7. 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.
8. Payment Schedule. Down payment and completion payment(s) will be paid according to listed payment terms. Payments shall be made payable to Weisburg Group, Inc.
9. 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.
10. 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.

11. Warranty:

New Trees, Shrubs & Perennials - Growing Season Warranty:

Contractor will replace any new Trees, Shrubs & Perennials material installed by Contractor during the current growing season that substantially fail due to incorrect irrigation (excessive or inadequate) or incorrect planting technique. Warranty is valid only on HOA & commercial job sites that are also contracted with our company for on-going monitoring of the irrigation system. Warranty expires on October 15th of the installation year. Warranty excludes turfgrass, plants installed by Contractor in previous growing seasons or plants installed by other parties at any point in time. In the month of October a Contractor account manager will inspect any plants eligible for warranty to ensure that current season new trees, shrubs & perennials are in good health. A written report will be submitted to the client as evidence of observed plant viability/vigor. Along with the inspection report, Contractor will submit to client a winter watering proposal for the new plants and a plan for replacing any plants that may have failed within the warranty period. It is important to realize that regular winter off-season watering is a critical responsibility that falls solely on the client and not on Contractor. We highly recommend that you contract with Contractor or another vendor for a regular winter watering program. A regular winter watering program will help minimize plant mortality, die-back and the negative stressful effects of the extreme winter climate along the Front Range (extreme fluctuations in moisture, winds and temperatures).

New irrigation components:

New irrigation parts including labor will be warrantied for one year from the date of installation when failure is due to faulty workmanship or manufacturer defect. New irrigation controllers will be warrantied for 2 years, however labor and wiring is not included. Keep in mind that irrigation controller manufactures have their own warranties that sometimes last far longer than 2 years.

12. Exclusions:

1. Water tap from main service to backflow and Electrical to irrigation controller.
2. Final grade.
3. Permits
4. Performance & Bid Bonds
5. Maintenance after Install is approved.
6. Coring / boring for irrigation sleeving.
7. Walls (retaining and non-retaining) unless noted in estimate above.
8. Site demo / trash removal unless noted in estimate above.
9. Limited warranty on all seed proposals (lower price).

By: _____

Weisburg Landscape Maintenance Rep Date
Sales Person:

Accepted: _____

Client Representative Date





Example where that utility box isn't that big of a deal and the cost to retro irrigation and such may not be worth it.

However this example is a good one to retro for sure.



There are lots of these triangles of turf and concrete (busted up concrete as we talked). Converting to rock would mean it would take the trucks better for sure.

This is Merrimac and GHM. There are many of these where rock would go on that small strip.







4450 Mark Dabbling Blvd
Colorado Springs, CO 80907
719-596-7777 Telephone
719-622-0189 Fax
www.weisburg.com

Enhancement Proposal

May 29, 2024

Submitted To
WSDM - Rebecca Harris Rebecca Harris 614 N Tejon St Colorado Springs, CO 80903

Project
GHM MD - 157 S Olympian Drainage Gold Hill Mesa Dr Colorado Springs, CO 80905

Scope

This estimate is a do not exceed. There are variables that we don't know when installing the erosion snakes uphill, like how much do we do and so on. We will have Rick Barcelon, our drainage expert in chief to help us determine the best way to do the work and that will certainly limit costs. But - removing silts from cobble is a tough job, has to be done by hand basically.

French Drain	\$2,375.00
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Notes: We will install a french drain from both backyards to move the water away towards the large drain to at the corner of 157. This will be a PVC perforated pipe with sock and rock around it. The surface will show a band of rock. We will have to go inside each backyard to capture the low spots but only like 5' or so.

Description	Quantity	Unit	Unit Price	Extended
French Drain	95	LnFt	\$25.00	\$2,375.00

River Swale Clean Out	\$2,000.00
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Notes: The current river swale is loaded with silts uphill from erosion. We will install erosion wattles uphill at various places to slow down the water flow and hopefully minimize the silts into this channel. Not the easiest to do since we recognized that water is using the roadbase path as a channel and we can't use a wattle on the path but we will do our best to keep it from the path with those wattles.

Description	Quantity	Unit	Unit Price	Extended
Labor, Materials and Equipment	1	Bulk	\$2,000.00	\$2,000.00

Project Total

Subtotal	\$4,375.00
Tax	0.00
Total With Tax	\$4,375.00
Deposit	\$0.00
Due Upon Completion	\$4,375.00

Terms & Conditions

This proposal is good for 90 days.

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. Notices. All notices required hereunder shall be in writing and shall be sent in the United States mail, certified mail, return receipt requested, correctly addressed as follows:

Contractor's Address for Notifications:
Weisburg Group, Inc.
4450 Mark Dabling Blvd.
Colorado Springs, CO 80907

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By: _____

Weisburg Landscape Maintenance Rep Date
Sales Person:

Accepted: _____

Client Representative Date