



GOLD HILL MESA METROPOLITAN DISTRICT NOS. 1 and 2

Special Joint Board Meeting

Thursday, April 25, 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-conferencing 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 Board meeting minutes from March 21, 2024(enclosed)
5. Public Comment for Items Not on the Agenda (3-minute limit per person)
6. Management Matters
 - a. Review and consider approval for curb repair on Lady Campbell (enclosed)
 - b. Discuss status of tract split and sale
 - c. Discuss Status of the Dissolution of District No. 1
7. Financial Matters
 - a. Review the March 31, 2024, Unaudited Financial Statements (enclosed)
 - b. Approve Payables through April 25, 2024 (enclosed)
8. Legal Matters

9. Landscape Matters

- a. Review and consider approval of Tree Replacement proposal (enclosed)
- b. Review and consider approval of Tree Lawn replacement plan (enclosed)

10. Adjourn:

- a. Next Regular Meeting Date – May 16, 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 MARCH 21, 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, March 21, 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

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

Tim Daugherty, Resident

John Keller, Resident

Niel Sheer, Resident

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 9:02 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 Burns asked to add a discussion on Snow Removal on the agenda and Tree replacement update. Director Olson moved to approve the Agenda as amended; seconded by Director Barnish. Motion passed unanimously.
4. Approval of January 18, 2024, Board Meeting Minutes: After review, Director Olson moved to approve the Board Meeting Minutes, seconded by Director Brinton. Motion passed unanimously.
5. Public Comment: Mr. Sheel introduced himself to the Board and just wants to learn more about the Metropolitan District.
6. Management Matters
 - a. Discuss concrete curb repair on Lady Campbell: Ms. Harris gave the Board an update that we are now pursuing other concrete companies to get repairs scheduled.
 - b. Discuss the status of the tract split sale: Mr. Walker presented his memo written to the Board regarding some policy questions to be considered for the Board to consider before splitting a tract to

be sold. After discussion the Board directed Mr. Burns to create a memo in response to these questions including an explanation as to the benefit for the District. The Board also directed WSDM's office to start to prep the potential costs associated with moving forward with a re-plat and others administrative costs. Mr. Walker agreed that we will work with Mr. Burns to get more detail brought to the board by the next meeting.

- c. Discuss the Status of Dissolution of District No. 1: President Edwards let Mr. Susemilh know that the Developer will be in contact with him on the legal processes needed. Ms. Harris mentioned to the board that we need to process a title search for District No. 1 property to make sure there are no existing easements that would need to be re-assigned. Ms. Harris recommended to the Board that we need to engage Bond Counsel prior to re-assigning the Developer Reimbursement as debt to the District. President Edwards requested a memo be prepared for the Developer to review.

7. Financial Matters

- a. Review the February 29, 2024, Unaudited Financial Statements: Ms. Harris presented the Unaudited Financial Statements. President Edwards moved to approve the unaudited financial statements, seconded by Director Olson. Motion passed unanimously.
- b. Approve Payables through March 21, 2024: Ms. Harris presented the Payables. After review and discussion, Director Burns moved to approve the Payables; seconded by President Edwards. Motion passed unanimously.

8. Legal Matters: President Edwards gave an update to the Board and residents in attendance an update on pursuits being made by Westside Watch and collaboration with CDPHE.

9. Landscape Matters

- a. Review and consider approval of cost to protect trees from Deer: Ms. Harris presented to the Board a proposal to add Deer protection to trees for a not-to-exceed price of \$1,769. Director Olson moved to approve, seconded by Director Brinton. Motion passed unanimously.
- b. Review and consider approval of cost to remove tree stakes: Ms. Harris presented to the Board a proposal to remove tree stakes at a not to exceed cost of \$1,750. Director Olson moved to approve, seconded by Director Brinton. Motion passed unanimously.
- c. Discuss plan for Turf replacement and use of Grant: Ms. Harris discussed what the Board would like to plan for a turf replacement for the approved grant. Director Olson confirmed he would work with Weisburg to draft a plan.
- d. Excess Dog waste in open spaces: Ms. Harris discussed with the Board some community concerns around excess dog waste in the open space and if the Board would like to pursue a poop pick-up company. After Discussion, the Board decided not to pursue these items.
- e. Discuss proposed additional Dog Waste Stations: Ms. Harris presented to the Board the landscaper's recommendation for additional waste stations due to more than average use in one area. The Board agreed to add the 2 recommended waste stations.
- f. Discuss Tree Replacement Update: Ms. Harris discussed with the Board WSDM's plan on utilizing GIS mapping to help track all these replacements, warranties, tree types, etc. Director Olson discussed that so many trees died for a variety of reasons to include; too much water, mowers hitting some trees, and frost a couple of years ago. Director Burns wanted confirmation if Director Olson has any financial interest, which would be a conflict of interest, Director Olson confirmed he does not have any financial interest in the work and time he has volunteered to the Board to improve the landscape throughout the community, including replacement of dead landscape.
- g. Discuss Snow Removal: Director Burns asked if we could share the snow removal map with the mail room, HOA community boards, etc. After discussion the Board agreed to share the information as much as possible.

10. Adjourn: President Edwards moved to adjourn the meeting at 10:58 a.m.; seconded by Director Brinton. Motion passed unanimously.
 - a. Next Regular Meeting Date – May 16, 2024 at 9:00 a.m.

Respectfully Submitted,

By: Recording Secretary



Gold Hill Mesa Metropolitan District No. 2

04/23/24

Balance Sheet

Accrual Basis

As of March 31, 2024

	<u>Mar 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
First Bank Checking	1,109,491.20
UMB Senior Bond Fund - 8486.1	784,479.91
UMB Reserve Fund - 8486.2	1,046,224.21
UMB Sub Bond 8487-1	633.46
UMB Sub Project Fund - 8487.2	1,968.42
Total Checking/Savings	<u>2,942,797.20</u>
Accounts Receivable	
Accounts Receivable	5,401.00
Total Accounts Receivable	<u>5,401.00</u>
Other Current Assets	
Property Tax Receivable - O&M	2,211.77
Property Tax Receivable - Debt	6,634.17
Total Other Current Assets	<u>8,845.94</u>
Total Current Assets	<u>2,957,044.14</u>
TOTAL ASSETS	<u>2,957,044.14</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	809,949.51
Total Accounts Payable	<u>809,949.51</u>
Other Current Liabilities	
Due to District 1	39,723.75
Deferred Prop Tax Rev - O&M	2,211.77
Deferred Prop Tax Rev - Debt	6,634.17
Total Other Current Liabilities	<u>48,569.69</u>
Total Current Liabilities	<u>858,519.20</u>
Total Liabilities	858,519.20
Equity	
Fund Balance - Debt	1,367,383.08
Retained Earnings	558,736.32
Net Income	172,405.54
Total Equity	<u>2,098,524.94</u>
TOTAL LIABILITIES & EQUITY	<u>2,957,044.14</u>

Gold Hill Mesa Metropolitan District No. 2

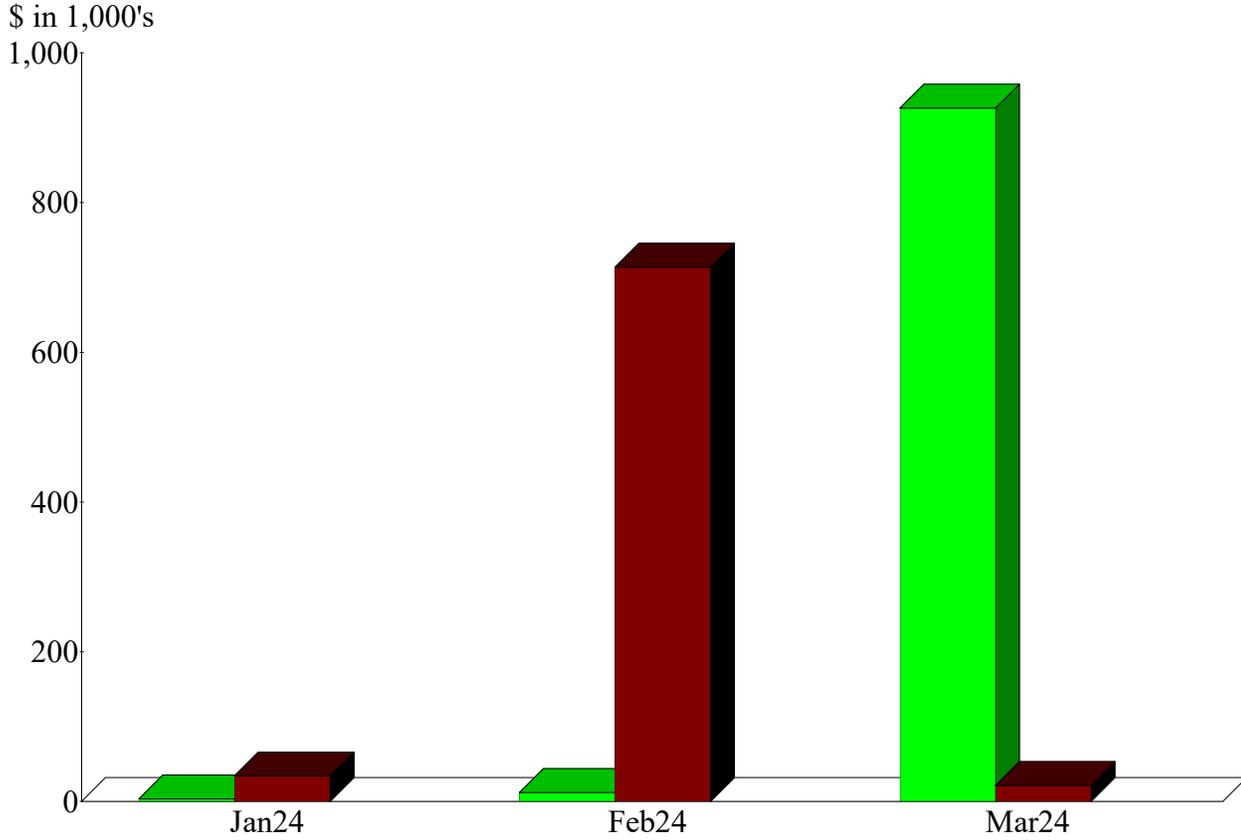
Profit & Loss Budget vs. Actual

January through March 2024

	TOTAL				
	Mar 24	Jan - Mar 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Urban Renewal TIF - Debt	767,726.25	767,726.25	1,748,598.00	-980,871.75	43.91%
Urban Renewal TIF O&M	115,621.38	115,621.38	263,343.00	-147,721.62	43.91%
Interest Income - Debt	4,330.59	11,975.43			
Homeowners Fee	24,464.70	24,464.70	300,000.00	-275,535.30	8.16%
CY Property Tax - O&M	1,631.23	1,631.23	3,843.00	-2,211.77	42.45%
Specific Ownership Tax - O&M	1,917.93	3,951.63	18,703.00	-14,751.37	21.13%
CY Property Tax - Debt	4,893.83	4,893.83	11,528.00	-6,634.17	42.45%
Specifice Ownership Tax - Debt	5,753.95	11,855.23	807.00	11,048.23	1,469.05%
Total Income	926,339.86	942,119.68	2,346,822.00	-1,404,702.32	40.14%
Expense					
Audit	0.00	0.00	9,400.00	-9,400.00	0.0%
Bank Fees	10.00	30.00	200.00	-170.00	15.0%
District Management	4,400.00	16,296.25	96,000.00	-79,703.75	16.98%
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	11,900.00	36,728.53	150,000.00	-113,271.47	24.49%
Landscape - Tree Replacement	1,750.00	1,750.00	45,000.00	-43,250.00	3.89%
Legal	937.50	2,643.75	20,000.00	-17,356.25	13.22%
Repairs & Maintenance	0.00	8,383.25	70,000.00	-61,616.75	11.98%
SDA Dues	0.00	1,237.50			
Snow Removal	1,717.50	1,717.50	10,000.00	-8,282.50	17.18%
Treasurer Collection Fee - O&M	24.47	24.47	192.00	-167.53	12.75%
Treasurer Collection Fee - Debt	73.40	73.40	173.00	-99.60	42.43%
Underdrainage	0.00	0.00	68,120.00	-68,120.00	0.0%
Utilities	860.05	7,206.89	150,000.00	-142,793.11	4.81%
Bond Expense					
Paying Agent Fee	0.00	0.00	7,000.00	-7,000.00	0.0%
Bond Interest - Series 2022A	0.00	0.00	582,825.00	-582,825.00	0.0%
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	0.00	679,641.60	1,696,725.00	-1,017,083.40	40.06%
Total Expense	21,672.92	769,714.14	2,330,310.00	-1,560,595.86	33.03%
Net Ordinary Income	904,666.94	172,405.54	16,512.00	155,893.54	1,044.12%
Net Income	904,666.94	172,405.54	16,512.00	155,893.54	1,044.12%

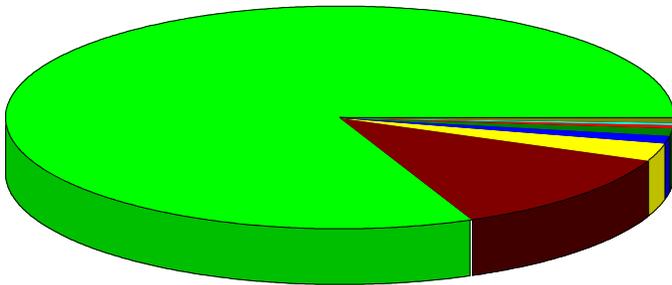
Income and Expense by Month
January through March 2024

Income
Expense



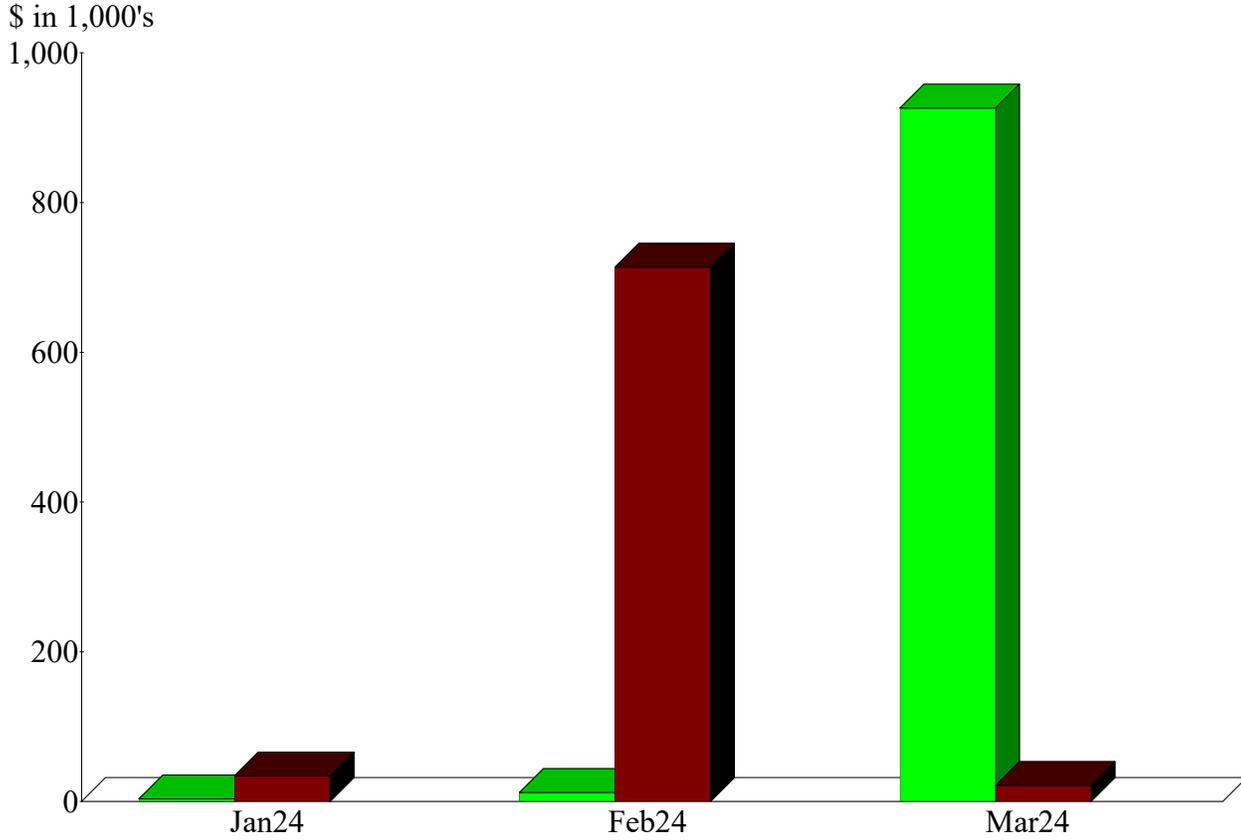
Income Summary
January through March 2024

Urban Renewal TIF - Debt	81.49%
Urban Renewal TIF O&M	12.27
Homeowners Fee	2.60
Interest Income - Debt	1.27
Specifice Ownership Tax - Debt	1.26
CY Property Tax - Debt	0.52
Specific Ownership Tax - O&M	0.42
CY Property Tax - O&M	0.17
Total	\$942,119.68



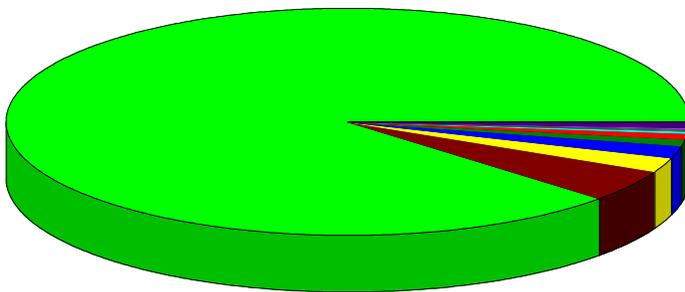
By Account

Income and Expense by Month
January through March 2024



Expense Summary
January through March 2024

Bond Expense	88.30%
Landscaping	4.77
District Management	2.12
Insurance	1.82
Repairs & Maintenance	1.09
Utilities	0.94
Legal	0.34
Landscape - Tree Replacement	0.23
Snow Removal	0.22
SDA Dues	0.16
Other	0.02
Total	\$769,714.14



By Account



Gold Hill Mesa Metropolitan District #2

PAYABLES

4/19/2024

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
City of Colorado Springs	40124	4/1/2024	\$ 1,137.08	
Colorado Springs Utilities	8242523332	4/4/2024	\$ 525.20	
Susemihl Mcdermott Downie P.C.	36076	3/31/2024	\$ 937.50	
UNCC	224030609	3/31/2024	\$ 28.38	
Weisburg Landscape Maintenance	54683	3/31/2024	\$ 11,750.00	
Weisburg Landscape Maintenance	54861	3/22/2024	\$ 1,717.50	
Weisburg Landscape Maintenance	54944	3/31/2024	\$ 1,750.00	
Weisburg Landscape Maintenance	54956	4/4/2024	\$ 1,769.00	
Weisburg Landscape Maintenance	55012	4/30/2024	\$ 11,750.00	
WSDM District Managers	7948	3/31/2024	\$ 4,400.00	
TOTAL			\$ 35,764.66	

DEBT SERVICE FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
UMB Bank	31024	3/10/2024	\$ 767,726.25	Pledged Rev TIF
UMB Bank	31024	3/10/2024	\$ 16,749.06	Pledged Rev Prop Taxes
TOTAL			\$ 784,475.31	

Total Payables \$ 820,239.97

First Bank Checking	\$ 1,115,319.71
Payable	\$ (820,239.97)
First Bank Checking After Draw	\$ 295,079.74





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

Enhancement Proposal

March 22, 2024

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

Project
GHM MD Tree Install 2024 Gold Hill Mesa Dr Colorado Springs, CO 80905

Scope

Demo	\$5,495.00
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Notes: * Remove old trees and/or root balls and dispose (have to be taken to the dump because of the rock and dirt in the root balls).
 * The trees at the raven mine center have not only irrigation but also 110v wiring for lights so it makes it almost impossible to use a machine.

Description	Quantity	Unit	Unit Price	Extended
Root Ball Removal	41	Ea	\$45.00	\$1,845.00
Root Ball Removal Raven	4	HR	\$850.00	\$3,400.00
Haul & Dump Fee	2	per load	\$125.00	\$250.00

1.5" Tree Installation	\$26,900.00
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Notes: * As noted on the plan with 1 year warranty if Weisburg Landscape Maintenance waters in the off season. Winter water rates are \$130/hr for 2 men and 1 deep root watering rig with hydrant equipment.

Price includes: planting, fertilizer pills, stakes, wire, straps and mulch for tree ring.

Description	Quantity	Unit	Unit Price	Extended
1.5" Deciduous Tree	41	Ea	\$650.00	\$26,650.00
Delivery	2	Ea	\$125.00	\$250.00

2" Trees by Raven Mine Center	\$3,188.00
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Notes: * As noted on the plan with 1 year warranty if Weisburg Landscape Maintenance waters in the off season. Winter water rates are \$130/hr for 2 men and 1 deep root watering rig with hydrant equipment.

Price includes: planting, fertilizer pills, stakes, wire, straps and mulch for tree ring.

Description	Quantity	Unit	Unit Price	Extended
2" Deciduous Tree	4	Ea	\$797.00	\$3,188.00
Delivery	0	Ea		\$0.00

Project Total

Subtotal	\$35,583.00
Tax	0.00
Total With Tax	\$35,583.00
Deposit	\$0.00
Due Upon Completion	\$35,583.00



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Enhancement Proposal

March 20, 2024

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

Project
GHM MD Filing 10 Tree Install 2024 Gold Hill Mesa Dr Colorado Springs, CO 80905

Scope

Demo	\$1,960.00
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Notes: * Remove old trees and/or root balls and dispose (have to be taken to the dump because of the rock and dirt in the root balls).

Description	Quantity	Unit	Unit Price	Extended
Root Ball Removal	38	Ea	\$45.00	\$1,710.00
Haul & Dump Fee	2	per load	\$125.00	\$250.00

Tree Installation	\$30,536.00
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Notes: * As noted on the plan with 1 year warranty if Weisburg Landscape Maintenance waters in the off season. Winter water rates are \$130/hr for 2 men and 1 deep root watering rig with hydrant equipment.

Price includes: planting, fertilizer pills, stakes, wire, straps and mulch for tree ring.

Description	Quantity	Unit	Unit Price	Extended
2" Deciduous Tree	38	Ea	\$797.00	\$30,286.00
Delivery	2	Ea	\$125.00	\$250.00

Project Total

Subtotal	\$32,496.00
Tax	0.00
Total With Tax	\$32,496.00
Deposit	\$0.00
Due Upon Completion	\$32,496.00

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

- 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: _____		Accepted: _____
Weisburg Landscape Maintenance Rep	Date	Client Representative
Sales Person:		Date

Filing 10 trees

Metro Trees

Difficult root balls







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

Enhancement Proposal

March 28, 2024

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

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

Scope

Convert selected turf streetscapes off of Portland Gold Dr and Cresson Mine Dr to rock beds.

Turf to Rock Conversion - Streetscapes	\$39,876.50
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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	8,650	SqFt	\$4.61	\$39,876.50

Project Total

Subtotal	\$39,876.50
Tax	0.00
Total With Tax	\$39,876.50
Deposit	\$0.00
Due Upon Completion	\$39,876.50

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

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: _____		Accepted: _____
Weisburg Landscape Maintenance Rep	Date	Client Representative
Sales Person:		Date