

Lake Ventura Association (LVA) Board Meeting Minutes

Date: May 12, 2026

Time: 6:30 PM

Location: 1732 Caliente Cove

1. Call to Order & Roll Call

The meeting was called to order by Vice-President Tom Snodgrass.

Board Members Present:

- **Tom Snodgrass:** Vice-President (Acting Chair)
- **Karen Ferrin:** Treasurer
- **Ellen Jansen:** Secretary
- **Dave Christoffersen:** Member at Large

Board Members Absent:

- **Brett Fischer:** President

Guests & Committee Members Present:

- Diane Stevens, Dennis Stevens, Steve Alcorn, Brad Novak, Dave Kramer, John Sajevic, and Nick Beninato.

2. Approval of Minutes

- The minutes from the April board meeting were reviewed. A few minor corrections regarding name spellings were made.
- **Motion:** Approve the April minutes as amended. **Approved.**

3. Open Discussion

- **Street Light Repairs:** A resident reported a noisy, burned-out street light across from their house to Fremont Utilities. After cross-referencing the neighborhood, four additional dead street lights were identified and subsequently repaired by the utility company.

4. Treasurer's Report

Account Balances:

- **Checking Starting Balance:** \$10,888.23
- **Dues Deposits:** \$48,050.00
- **Interest Earned:** \$13.83
- **Expenses Paid:** \$4,946.03
- **Checking Ending Balance:** \$54,106.03
- **Savings Balance:** \$19,347.43

Previously Paid Expenses Reviewed:

- Tom Snodgrass: \$29.96 (Annual meeting copies) & \$113.00
- Brett Fischer: \$50.00 (Gift card)
- Nick Beninato: \$100.00 (Premium/reimbursement)
- Mary Haskins: \$418.57 (Deposit for picnic inflatables)
- Dvorak Law Firm: Three separate invoices (\$110.00, \$346.50, and \$3,778.00)

New Bills Presented and Approved:

- **Brad Novak:** \$848.83 (Additional fish habitat material costs beyond the initial \$1,000 baseline).
- **Shaw, Hull & Navarrette:** \$660.00 (Tax preparation services).
- **Victory Marine:** \$174.15 (Pontoon straight bolts, oils, and filters).
- **Tim McElroy:** \$549.79 (Pontoon storage, servicing, and winch repairs).
- **Association Mailings:** \$23.40 (Stamps for LVA notices).
- **Dvorak Law Firm:** \$1,123.50 (Legal work regarding ongoing Lot 42 response revisions) and \$110.00 (Telephone consultation).
- **Note:** Nick Beninato generously donated a new neighborhood mailbox; the association only covered the minor costs for the post and lettering.

Dues & Assessment Collections:

- **Standard Dues:** All lot owners have paid except for one. Late fees of \$6.00 per month apply, doubling sequentially each month unpaid.

- **Alum Assessment:** 69.5 lots have not yet submitted their Alum treatment payments. Two lots are currently on structured payment plans. The hard deadline for full payment without interest penalties is August 1st.
- **Fireworks Fund:** Approximately \$21,000 has been collected toward the \$25,000 goal. The fund received notable private donations.

5. Committee Reports

Architectural Committee

The committee met on April 26th at Tavern 30 and brought forward two requests for board signatures:

- **Lot 13 (Eckerson):** Exterior painting request approved (Foothills body/trim color, Aesthetic White accent).
- **Lot 10 (Stevens):** Total roof replacement approved (Tamko StormFighter, Class 4 Impact Resistant shingles, Weathered Wood color).
- *General Business:* Lot 10 remains the only active construction project. The committee is coordinating with the Handbook Committee on upcoming covenant language updates. The next meeting is set for June 18th at 7:30 PM at Tavern 30.

Lake Management Committee

- **Fish Habitat:** 90 structures are complete, with 10 remaining to be finished. Brad Novak will use a skid loader to transport the buckets to Chuck Gossett's beach. The structures will be deployed via the spray boat. A GPS/placement map will be created.
- **Lake Treatment Plan:** Rick Flynn has officially retired from chemical applications. The LVA has hired Tim from Victory Marine to manage the lake's treatment program. The standard operational protocol consists of five application blocks: May (Weeds), June (Algae), July (Weeds), August (Algae, if required), and September (Phragmites using Polaris chemical).
- **Chemical Purchasing:** The board approved a motion to spend **\$4,725.00** for the first weed treatment (60 gallons of Tribune and 15 gallons of Q2 Track Plus).
- **Invasive Species & Boat Ramp Reopening Protocol:**
 - The board extensively reviewed a comprehensive protocol memorandum. Boat registration and document vetting will be automated via the new mobile application.

- **Motion Passed:** The boat ramp will reopen immediately to self-trailerred boats carrying intact, unaltered transom/motor tags from the conclusion of last season, as well as boats transported on five specific quarantined Victory Marine trailers. Three Victory Marine trailers are approved immediately; the remaining two are approved pending validation that they have maintained a 30-day isolation period free of outside water contact.
- **Amendment Passed:** Personal watercraft (kayaks, paddleboards, canoes, rowboats) owned and stored exclusively on-site by Lake Ventura residents are fully cleared for lake use. Absolutely no outside personal watercraft are permitted, and outside live bait containers (minnow buckets) are strictly banned from the lake to prevent contamination.

6. Old & New Business

Covenant Handbook & Survey

- The Handbook Committee hosted a community engagement workshop on April 19th with 17 residents in attendance.
- A comprehensive second survey was distributed on April 28th, with responses accepted until May 15th. Board members were urged to submit their responses promptly to ensure complete leadership feedback.

Boat Ramp Engineering Project

- Board representatives met with TCI (Thompson Construction) and Sanitary and Improvement District (SID) #3 officials to review specifications.
- Current working plan: LVA will assume financial responsibility for engineering from the entry gate to the water line, the relocation of the physical gate, and a new dock structure. Financial assistance from the SID is expected to lower the total financial burden substantially. Engineering drawings and formalized budget sheets are underway, targeting an execution timeline of late August or September.

Annual Meeting Evaluation

- The board praised the execution of the recent annual meeting, highlighting the clarity of the presentation slides and strong communication.
- Future adjustments will include booking a larger physical venue to support heavy turnouts, arranging better seating layouts, and completing audio technical dry-runs to ensure functional microphone and audio integration for hybrid Zoom participants.

7. Legal Updates

- **Lot 14:** The lawsuit brought against the association regarding the board's denial of a non-compliant black roof remains stagnant and has shown no movement for approximately six months.
- **Lot 42:** Legal counsel continues moving forward with court proceedings against the property owner for installing an unauthorized black roof after receiving approval for Weathered wood. LVA counsel recently finalized and submitted formal responses to the court's requests for admission and information.

8. Upcoming Community Events

- **Fishing Tournament:** Saturday Morning, June 6th.
- **Children's Kitty Parade:** Saturday, June 6th (coordinated by Diane Beninato).
- **Founders Monument Installation:** Nick Beninato and Rob Custer planning to install, board expresses appreciation.
- **Fourth of July Fireworks:** Saturday, July 4th. The display will run for approximately 18 minutes to celebrate the nation's 250th anniversary.
- **LVA Golf Outing:** Event flyers have been distributed; coordination is being led by Adam Crowe and Brett Fisher.

9. Adjournment

The meeting was adjourned. The next regular session of the board is scheduled for **Tuesday, June 9, 2026, at 6:30 PM** at Brett Fischer's residence (5131 Ventura).

apud

Treasurer's Report May 12, 2026 LVA Meeting

Checking Account
Savings Account

\$ 10,888.23

19,347.43

Beginning
deposits
Interest

\$ 10,888.23

48,150.00

13.83

Checks written from to

check #

Amount

2481

Tom Snodgrass - Cope

\$ 29.96

2482

Brett Fischer - gift card

50.00

2483

Mc Beninato - free dues

100.00

2484

Mary Harkins - deposit/inflatables

418.57

2485

Dvorak - Inv. # 121196

110.00

2486

" - Inv. # 121195

346.50

2487

" - Inv. # 121194

3778.00

2488

Smoothgrass Tech

113.00

Total \$ out

4946.03

Balance in checkbook

\$ 54,106.03

Savings \$ 19,347.43



FREMONT
3600 E 24TH ST
FREMONT, NE 68025



Not valid for rebate submissions

Allowable returns for items on this receipt
will be in the form an in store credit
voucher if the return is done after
02/04/26

ORDER	14378	
6X6-8' AC2 GREEN TREATED		
CRITICAL STRUCT		
1112816 1@\$35.08		\$35.08
Subtotal		\$35.08
Taxes and Fees		\$2.46
Total		\$37.54
Payment Method(s) Used:		
Visa - 4946		\$37.54

100 71 4476 11/06/25 02:55 PM 3267

Tom
Smolgrass.

PD 5-12-26
CK# 2496

Lettering.com Order Confirmation [ORDER#690968]

From Lettering.com <sales@lettering.com>

To tomsnodgrass@protonmail.com <TomSnodgrass@ProtonMail.com>

Date Saturday, November 8th, 2025 at 15:56

Lettering.com

Order Confirmation

[ORDER#690968]

Hello Thomas Snodgrass,

Thank you for your order with us. We'll send a confirmation when your custom vinyl lettering ships.

This order is shipping with USPS First Class.

Details

Order #690968

November 8, 2025

Bill To:

Paid with Paypal

Paypal Trasaction ID:

1HE89118CH0810012

Ship To:

Thomas Snodgrass

5106 Ventura Drive

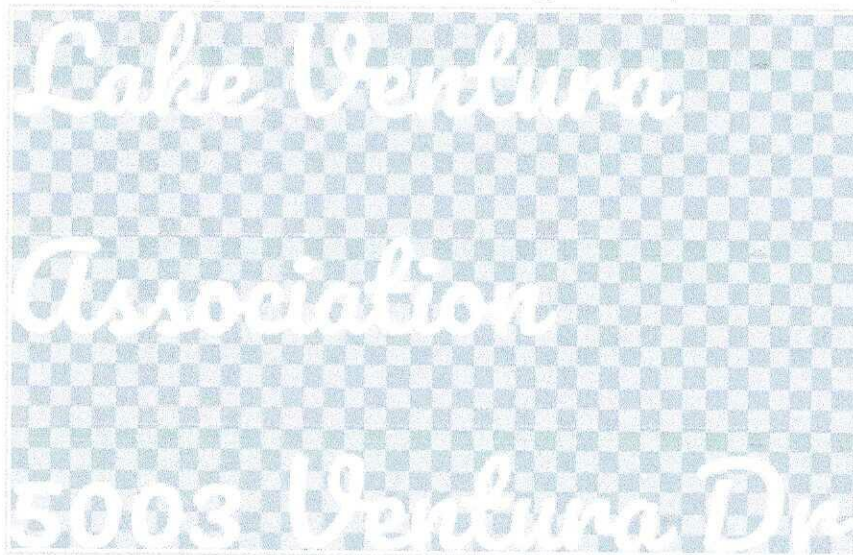
Fremont, NE 68025

Phone: 402-909-5106

Email: TomSnodgrass@ProtonMail.com

Items

Custom Lettering # [2638042](#) TOTAL Height: 11.25", Width: 17.67"



Price: \$27.63

Quantity: 1

Total: \$27.63

[View Online](#)

Standard Calendared Vinyl

Text Color: White

Background: Cut Out & Removed

Finish: Gloss Vinyl

Summary

Shipping Via: USPS First Class

Ships By: Nov 10th

Typical Transit Time: About 3-8 Business Days

Subtotal: \$27.63

Sales Tax: \$1.93

Shipping: \$0.00

Order Total: \$29.56

Paid via PayPal.

Thanks for your business! If you have any questions, feel free to reply to this email or give us a call.

Best regards,

Lettering.com

215 SW Windswept Glen

Lake City, FL 32024

Phone: 800-550-3883

PP 5-12-26
CK# 2498

19.98 KB 2 embedded images

Bill for
Brad Novak
for fish Habitat

\$ 848.83

pd 5-12-26

CK # 2489

CHASE
with

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p.

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ent.
hall
stalling

1



SHAW, HULL & NAVARRETTE, CPAs, P.C.
637 N PARK AVE
FREMONT, NE 68025
402-721-7662

April 21, 2026

CONFIDENTIAL

LAKE VENTURA ASSOCIATION
5263 VENTURA DRIVE
FREMONT, NE 68025

For professional services rendered in connection with the preparation of your 2025 corporate tax return:

\$ 660.00

*pd 5-12-26
OK # 2490*



Victory Marine LLC
1500 W Military Ave
Fremont NE 68025
402-721-1341
402-721-1348
info@victorymarinellc.com
www.victorymarinellc.com

Sold To:

Invoice # 01-52701

LAKE VENTURA ASSOCIATION
5131 VENTURA DR
FREMONT NE 68025

2012 Sweetwater SW22-200-25
GDY3386PD212 NB 594 PKV
Mercury 25 ELPT EFI 4S OR837024

FISCHER68025@MSN.COM

Unit Info
Salesperson

Invoice	Salesperson	Customer	Tax Number	Date	Charge	PO Number
01-52701	TM	2756		04/29/2026	Y	Charged

OILS AND FILTERS FOR PONTOON SPRAY BOAT

SKU	Description	Qty	Price	Extended	
92-8M0078629 25/40 ENGINE OIL	OIL SYN 4-C @6	2	19.99	39.98	
35-8M0162829	FILTER OIL	1	15.90	15.90	
32-8M0222063 LOWER UNIT OIL	GEAR LUB HP @6	1	19.97	19.97	
35-898101093	FILTER-FUEL	1	64.42	64.42	
35-8M0219171	FUEL FILTER ELEM	1	22.49	22.49	
Parts	162.76	Labor	0.00	Other	0.00

PD 5-12-26
CK# 2491

Victory Marine is dedicated to enhancing your overall experience by continuously improving our services. As part of our efforts to provide efficient service, we will be switching to electronic invoices and statements. This means that you will no longer receive them via mail. To ensure a smooth transition, please provide us with your current email by sending it with your payment, calling us at 402-721-1341, or emailing us at info@victorymarinellc.com.

Sale Total	162.76
Shop Supplies	0.00
Tax	11.39
Grand Total	174.15
Deposits	0.00
Amount Due	174.15

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE 4-26-26	
NAME L.V.A. % Brett Fischer					
ADDRESS 5131 Ventura Dr					
CITY, STATE, ZIP Fremont					
SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.
		MOSE. RETD.		PAID OUT	
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1	Get pontoon from storage lot				
2					
3	Service out board engine				
4	Oil + Filter - lower unit + Both				
5	fuel Filters + Fill @ Gas				
6					
7	Remove + replace Winch asm				
8	for spray boom				400 -
9					
10	Deliver boat to lake for				
11	spray				
12					
13	Tim used his personal				149 79
14	credit card for winch				
15					
16	Please send payment to			Total	549 79
17	Tim McInroy				
18	1530 Woods Dr				
RECEIVED BY Fremont NE 68025					

A-5015
7-4212A/NEC20

KEEP THIS SLIP FOR REFERENCE

01-

Page 1062

(over)



FREMONT
348 E 6TH ST
FREMONT, NE 68025-9998
www.usps.com

05/08/2026

10:47 AM

Product	Qty	Unit Price	Price
Lowriders	2	\$11.70	\$23.40

Grand Total: \$23.40

Credit Card Remit \$23.40

Card Name: VISA

Account #: XXXXXXXXXXXX2220

Approval #: 46982D

Transaction #: 398

AID: A0000000031010

AL: VISA CREDIT

PIN: Not Required

Chip

TO REPORT AN ISSUE
Visit <https://email.usps.com>

All hazardous labels/markings on reused
boxes MUST be completely
removed/obliterated if they no longer
match the contents.

PREVIEW YOUR MAIL AND PACKAGES
Sign up for FREE at

Stamps for LVA

from Karen Ferris
5-8-26

\$ 23.40

pd 5-12-26

CK# 2493



DVORAK

Law Group, LLC

ONE FIRM. ONE VISION. ONE CLIENT AT A TIME.

May 7, 2026

Lake Ventura Homeowner's Association
c/o Dr. Brett Fischer, President
fischer68025@msn.com
5003 Ventura Dr.
Fremont, NE 68025

Invoice # 122967
Client # 1011290
Matter # 0002

For Professional Services Rendered through April 30, 2026

RE: General Business

PROFESSIONAL SERVICES

Date	Description
4/17/26	Telephone conference with client.

TOTAL PROFESSIONAL SERVICES

\$ 110.00

TOTAL THIS INVOICE

\$ 110.00

PD 5-26-26
CK # 2495





DVORAK

Law Group, LLC

ONE FIRM. ONE VISION. ONE CLIENT AT A TIME.

May 7, 2026

Lake Ventura Homeowner's Association
c/o Dr. Brett Fischer, President
fischer68025@msn.com
5003 Ventura Dr.
Fremont, NE 68025

Invoice # 122966
Client # 1011290
Matter # 0000

For Professional Services Rendered through April 30, 2026

RE: adv. Kent and Amy Johnson

PROFESSIONAL SERVICES

Date	Description
4/01/26	Email correspondence from Brett Fischer providing further information for discovery responses; revise discovery responses.
4/03/26	Receipt of signed verification to ATI from Brett Fischer.
4/03/26	Work on revising responses to Requests for Admission and Requests for Production.
4/06/26	Finalize discovery responses and document production; email correspondence to counsel with Plaintiff's responses to Defendant's discovery requests.
4/30/26	Email correspondence to counsel with first set of discovery requests.
4/30/26	Update and revise Requests for Admission to Defendants.

TOTAL PROFESSIONAL SERVICES

\$ 1,123.50

TOTAL THIS INVOICE

\$ 1,123.50

PD5-12-26
CK# 2494



Architectural Committee Meeting

Minutes

April 26th, 2026

Tavern 30 730PM

1. Review of Requests

- a. Lot 13 (Eckerson): Exterior painting request, Body SW #7514 Foothills Trim color SW# 7035 Aesthetic White
- b. Lot 10 (Stevens): Roof request, all old roof to be removed replacement shingle is TAMKO Storm fighter Grade 4 Weathered Wood

2. Other Business

- a. Lot 10 only active project
- b. Discussing with Handbook committee on potential changes to present for update

Next Meeting: 6-18-26

730pm

30 Tavern

Lake Ventura Roof/Exterior Finish Worksheet

*Please Review Supplementary Covenants #1,2 and 3, page 16 of the Current Handbook
When All Applicable Information is Complete Submit to the Chairperson of the Architectural Committee*

Property Owner's Name(s): Dennis + Diane Stevens
Lot Number and Address: Lot #10 5101 Ventura Dr.
Contractor: Chad Parr

Roofs:

Manufacturer: Tamko
Name of Shingle: Weathered wood
Grade and Rated Year of Shingle: Grade 4 40 years.
Sample or Brochure Included: Yes / No
Roof Pitch (minimum of four inches per foot [4-12 pitch]): 4-12

Exterior Finish: TBD

Manufacturer if Applicable: _____

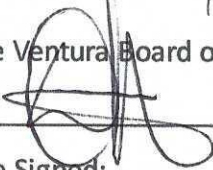
Siding Type/Material: Wood Siding, Brick, Stone, Vinyl/Steel Lap **Please circle all that apply**

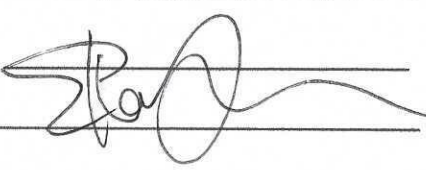
Exterior Colors: _____

Date Submitted: 4-21-26

Architecture Committee Approval/Denial: Quitticks 

Date Signed: 4/26/26

Lake Ventura Board of Directors Approval/Denial: 

Date Signed: 5/12/26 

Lake Ventura Roof/Exterior Finish Worksheet

Please Review Supplementary Covenants #1,2 and 3, page 16 of the Current Handbook
When All Applicable Information is Complete Submit to the Chairperson of the Architectural Committee

Property Owner's Name(s): MARLYN & MARY ECKERSON

Lot Number and Address: LOT #13; 5119 Ventura Dr.

Contractor: 'Turbo PAINTS' (Painter)

Roofs:

Manufacturer: _____

Name of Shingle: _____

Grade and Rated Year of Shingle: _____

Sample or Brochure Included: **Yes / No**

Roof Pitch (minimum of four inches per foot [4-12 pitch]). _____

SW 7035
Aesthetic White

259-C4

Exterior Finish:

Manufacturer if Applicable: Sherwin-Williams (Exterior Paint) (Flat)

Siding Type/Material: Wood Siding, Brick, Stone, Vinyl/Steel Lap Please circle all that apply

Exterior Colors: attached Sample 'Foothills'
Trim 'white'

Date Submitted: _____

Architecture Committee Approval/Denial: [Signature]

Date Signed: 4/24/20

Lake Ventura Board of Directors Approval/Denial: [Signature]

Date Signed: 5/12/20

SW 7514
Foothills

248-C7

ORDER FORM (SCHEDULE A)

Provider: Smoothgrass Technology LLC

Client: Lake Ventura Association

This Order Form is incorporated into and governed by the Master Software as a Service (SaaS) Agreement ("MSA") executed by the parties.

1. SUBSCRIPTION DETAILS

- **Service Name:** Smoothgrass Technology Lake Access System
- **Initial Term:** Four (4) Years, commencing on the Effective Date.
- **Billing Frequency:** Annually in advance.

2. PRICING & FEES

Client represents that its community consists of one hundred thirteen (113) residential lots.

Description	Qty	Unit Price (Per Year)	Annual Total
Lake Access System Base License (MSRP)	113 Lots	\$10.00 / Lot	\$1,130.00
Alpha Launch Partner Discount	113 Lots	-\$9.00 / Lot	-\$1,017.00
NET ANNUAL AMOUNT DUE			\$113.00

3. SPECIAL PROVISIONS

3.1 Alpha Partner Lock-In & Safety Net: In recognition of Client serving as the initial

launch partner, Provider grants the Alpha Partner Discount outlined above. This discount is guaranteed for the duration of the Four (4) Year Initial Term, provided that Provider's underlying third-party infrastructure and artificial intelligence (AI) licensing costs do not materially increase. In the event of a significant and unforeseen increase in these third-party operational costs, Provider reserves the right to renegotiate the Net Annual Amount Due upon thirty (30) days written notice to Client.

3.2 Post-Initial Term Pricing: Upon the expiration of the Initial Term, the Alpha Partner Discount will automatically expire. Provider reserves the right to adjust the subscription to standard market rates (MSRP) for any subsequent renewal terms pursuant to Section 2 and Section 4.2 of the MSA.

IN WITNESS WHEREOF, the parties have executed this Order Form as of the Effective Date.

SMOOTHGRASS TECHNOLOGY LLC

By Thomas G Snodgrass
General Manager

Thomas G Snodgrass
Signature

2026-04-14
Date

LAKE VENTURA ASSOCIATION

By Brett Fischer
President of the Board

Brett Fischer
Signature

4/14/26
Date

SOFTWARE AS A SERVICE AGREEMENT

This Master Software as a Service Agreement ("Agreement") is entered into effective as of the date signed by Client (the "Effective Date"), by and between **Smoothgrass Technology LLC**, a Nebraska Limited Liability Company ("Provider"), and the **Lake Ventura Association**, a Nebraska homeowners association ("Client").

1. SERVICES PROVIDED

Provider agrees to grant Client a non-exclusive, non-transferable, revocable license to access and use the Smoothgrass Technology Lake Access System (the "Service") for the purpose of managing watercraft registrations, insurance records, and gate access protocols.

2. FEES AND PAYMENT

Client shall pay Provider the fees set forth in the attached applicable Order Form (or Schedule A). Unless otherwise specified in the Order Form, all fees are payable annually in advance. Provider reserves the right to update standard pricing at the time of any renewal term, provided Provider gives Client at least thirty (30) days written notice prior to such renewal.

3. SUPPORT AND MAINTENANCE

Client acknowledges that the Service operates primarily on a self-service model. Provider will provide system hosting and infrastructure maintenance. Direct end-user support is strictly minimal.

- Client's appointed Administrators shall serve as the first point of contact for all resident and provider inquiries.
- Provider will address systemic outages or critical software bugs on a reasonable-effort basis during standard business hours.

4. TERM AND TERMINATION

4.1 Initial Term: This Agreement shall commence on the Effective Date and remain in effect for the initial term duration specified in the attached Order Form (the "Initial Term").

4.2 Renewal: Upon expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year periods unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term.

4.3 Termination: Either party may terminate this Agreement for convenience with thirty

(30) days written notice.

5. DATA OWNERSHIP AND RETENTION

Client retains ownership of all data inputted into the Service by its residents and authorized providers. However, Client acknowledges that the Service serves as a permanent environmental and security audit trail. To maintain the integrity of historical quarantine tracking, data entered into the system is retained permanently and cannot be manually deleted by residents or Provider, even upon a resident's departure from the community.

6. LIMITATION OF LIABILITY AND DISCLAIMER

6.1. Scope of Service: The Service is strictly an administrative and logistical tracking tool. Smoothgrass Technology LLC makes no representations, warranties, or guarantees that the use of the Service will prevent the introduction or spread of Aquatic Invasive Species (AIS), including but not limited to Zebra Mussels, Quagga Mussels, or invasive vegetation.

6.2. Uncontrollable Vectors: Furthermore, the Service only tracks data explicitly entered by users. It cannot monitor, track, or prevent AIS introduction via:

- Natural vectors (such as wildlife, birds, flooding, or wind).
- Unauthorized access by hunters, fishers, or trespassers.
- The launching of watercraft and equipment from decentralized, unmonitored locations, including private docks and resident beaches.

6.3. Association Responsibilities: The Service is intended to serve as only one tool to assist in managing equipment launched at the designated boat ramp. To fully protect the lake, the Homeowners Association should maintain a dedicated group responsible for regularly updating environmental risk assessments and proactively improving active mitigations based on the latest identified threats. Ultimately, the physical security of the lake, the execution of physical inspections, the application of tamper-evident seals, and the decision to allow a watercraft into the water remain the sole and exclusive responsibility of the Homeowners Association, its appointed gate attendants, and the individual boat owners.

6.4. Maximum Liability Waiver: Under no circumstances shall Smoothgrass Technology LLC, its members, or its affiliates be liable for any ecological damage, biological infestations, property value depreciation, dredging costs, or water treatment expenses incurred by the community, the Homeowners Association, or any individual resident. Smoothgrass Technology LLC's maximum aggregate liability for any and all claims arising out of or relating to the use of the Service shall not exceed the total fees paid to Smoothgrass Technology LLC for access to the Service in the twelve (12) months preceding the event giving rise to the claim.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SMOOTHGRASS TECHNOLOGY LLC

By Thomas G Snodgrass
General Manager

Thomas G Snodgrass
Signature

2026-04-14
Date

LAKE VENTURA ASSOCIATION

By Brett Fischer
President of the Board

Brett Fischer
Signature

4/14/24
Date

April 14, 2026

Lake Ventura Association
Board of Directors
5003 Ventura Dr
Fremont, NE 68025

RE: Lake Access System – Alpha Partner Launch & Commercial Agreement

Dear Members of the Board,

As you know, I was recently tasked by the board with finding an online gate scheduling system, updating the Association's handbook forms, and reviewing resident document submissions. As I dug into the project, it became clear that simply tweaking the existing paper system wouldn't provide the level of security the community actually needs. Paper forms—which rely entirely on human memory and manual checks—leave the lake vulnerable to edge cases, human error, and inconsistent training. Lake Ventura needed a true digital solution to rigorously protect against Aquatic Invasive Species (AIS).

Building custom software is an extensive process. Rather than waiting for a formal board request or budget approval, I engaged Smoothgrass Technology to develop this system entirely at the company's expense. This project aligned perfectly with Smoothgrass Technology's mission to leverage cutting-edge technology to create unique products.

The result is the Lake Access web app. Smoothgrass Technology built this specifically for Lake Ventura—not to squeeze a profit out of the association, but to provide a bulletproof solution that keeps the lake a safe, wonderful place for residents, while allowing the company the opportunity to gain invaluable experience in developing and deploying this type of platform. While this software solves a universal problem and Smoothgrass Technology may eventually explore marketing it to other private lakes, the immediate focus is delivering a premium, finished tool for Lake Ventura.

The standard market rate for a comprehensive platform like this is \$10.00 per lot annually. However, Smoothgrass Technology is asking Lake Ventura to execute a formal agreement at a nominal rate of just **\$1.00 per lot (\$113.00 total per year)**.

This small fee demonstrates the Association's belief in the product without imposing a financial burden, and it helps cover the basic cloud hosting costs incurred by the system. In exchange, Lake Ventura formally secures a state-of-the-art security and environmental tracking system at a locked-in 90% discount for the next four years.

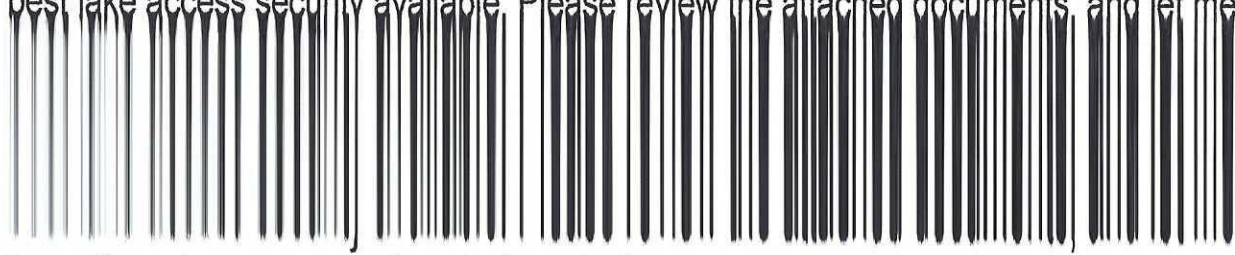


cutting edge technology for unique products

+1 402 704 6442

technology@smoothgrass.net

I am incredibly excited to officially launch this system and provide Lake Ventura with the best lake access security available. Please review the attached documents, and let me



know if you have any questions before signing.

Sincerely,

Thomas G Snodgrass

General Manager, Smoothgrass Technology LLC

Enclosures:

The Master Software as a Service (SaaS) Agreement: The standard governing terms for the software platform.

Order Form (Schedule A): The specific billing schedule that formally applies the \$1,017.00 annual Alpha Partner discount.

Justification: Bait buckets transport microscopic larvae, oxygenated aerators act as incubators, and dumping leftover bait acts as a direct biological inoculation to our lake. Banning live bait aligns with best practices at other highly protected lakes.

Practical Implications: What This Means for Launching

If the Board approves these interim emergency procedures, the launch protocols will effectively operate as follows:

1. **Dedicated Trailers:** Any boat sealed to its own trailer when it was last removed from Lake Ventura, and which still has its seal intact, will be allowed to launch immediately.
2. **Boats Without Dedicated Trailers:** Any boat that does not have its own trailer, but is sealed at the motor stop (indicating it has not been on another lake), can be launched by either:
 - Using one of the three designated Victory Marine trailers.
 - Using a shared trailer that has been cleaned, sealed by a representative, and quarantined for 14 days.
3. **Work Boats and Vendor Shared Trailers:** Work boats and shared trailers (other than the three Victory Marine trailers) will need to be inspected, sealed, and quarantined for 14 days before being launched on Lake Ventura.

Open Action Items for the Lake Management Committee

The Committee acknowledges that enacting these emergency rules creates new operational challenges and requires detailed standard operating procedures. The Committee will retain the following as open action items to resolve prior to proposing permanent rules:

1. Develop Detailed Inspection & Quarantine Procedures:

The exact methodology for inspecting complex systems (such as flushing and draining inboard cooling systems and ballast tanks) and the specific conditions required for the 14-day quarantine to be deemed effective are not yet fully defined. The Committee will draft a comprehensive Standard Operating Procedure (SOP) to equip our designated representatives with the precise technical steps needed to verify compliance safely and effectively.

2. Address the Impact on Marine Service Providers:

The 14-day quarantine for work boats and non-exempt shared trailers will be difficult for many vendors. We acknowledge that this remains an unresolved problem. To solve this operational challenge moving forward, the Committee will continue working to evaluate the following potential long-term solutions for the Board's future consideration:

- **Vendor Partnerships:** Lake Ventura partners with a select couple of service providers who are willing to dedicate a specific work boat and/or trailer exclusively for Lake Ventura use.
- **Owner Responsibility:** Mandate that all boat owners must own and use their own dedicated trailers for launching and removal.

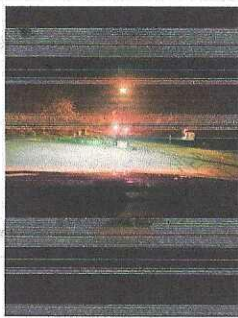
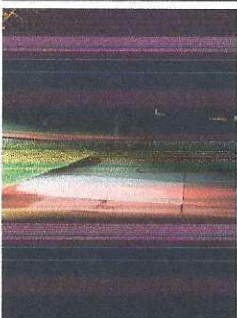
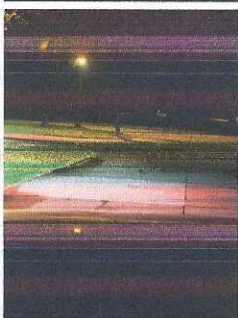
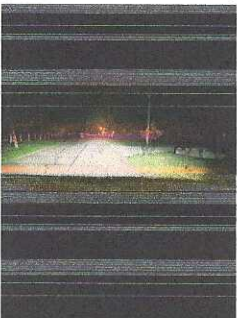
- **Association Equipment:** Lake Ventura purchases an Association-owned work boat and trailers strictly for use by approved vendors operating on Lake Ventura.

We respectfully submit these recommendations for the Board's immediate review and a vote. Swift action is necessary to ensure Lake Ventura remains free of Asian Clams and other devastating invasive species, while allowing our community to safely return to the water.

Sincerely,

The Lake Management Committee

Lake Ventura Association

Address 1	Address 2	Problem	Off Image	On Image	Status
5113 Ventura Dr	5119 Ventura Dr	Out and makes loud noise			repaired
5135 Ventura Dr	5131 Ventura Dr	On about 20% of time			repaired
5051 Ventura Dr	5045 Ventura Dr	On about 50% of time			repaired
1904 Vista Pt Rd	5293 Ventura Dr	On about 20% of time			repaired
1747 Laguna Dr		On 0% of time		NA	repaired

2026 Lake Ventura Treatment Plan

1. Treatment Schedule

Approx. Timing	Target	Delivery Method	Chemical per 60 gal tank	# Tank	Total Volume Used	Effective Acres Treated*
May	Submerged Weeds	Subsurface Injection	5.0 gal (2 jugs) Tribune	12	60 gal Tribune	15 - 30 Acres
	Macrophytes	6ft Drop Hoses	1.25 gal (0.5 jug) Cutrine Plus		15 gal Cutrine Plus	2-4 gal/acre rate
June	Blue-Green Algae	Surface Spray	7.5 gal (3 jugs) Cutrine Plus	12	90 gal Cutrine Plus	22 - 30 Acres
	Cyanobacteria	Spray Nozzles				3-4ft avg depth
July	Submerged Weeds	Subsurface Injection	5.0 gal (2 jugs) Tribune	12	60 gal Tribune	15 - 30 Acres
	Macrophytes	6ft Drop Hoses	1.25 gal (0.5 jug) Cutrine Plus		15 gal Cutrine Plus	2-4 gal/acre rate
Aug. Optional	Blue-Green Algae	Surface Spray	7.5 gal (3 jugs) Cutrine Plus	12	90 gal Cutrine Plus	22 - 30 Acres
	Cyanobacteria	Spray Nozzles				3-4ft avg depth
Sept.	Common Reed	Spot Treatment	0.6 gal Polaris (1%)			Spot Treatment
	Phragmites	Boat-mount hand wand	0.3 gal DLZ Adjuvant (0.5%)			Infected shores

- Timings are approximate and will be actively adjusted based on environmental conditions, water temperature, and visible vegetation growth.
- *Acreage estimates are calculated based on standard label application rates. Tribune treats by surface area (max 2 gallons/acre). Cutrine Plus is treated by water volume (acre-feet).

2. Treatment Procedures

2.1 Submerged Weeds (Macrophytes)

- **Application Locations:** Localized specifically to resident beaches and should be as close to and around all docks and lifts. Particular areas to watch are 1) the bay on the south east of the lake. 2) The west side of the bay on the north side of the west end of the island.
- **Delivery Method:** Subsurface injection using 6ft drop hoses. Do not use surface sprayers for this cocktail.
- **The 60°F Rule:** Cutrine Plus requires water temperatures of at least 60°F to be effectively absorbed by plant cells. Wait for the water around the docks to hit the 60°F mark for the initial spring treatment.
- **Weather Constraints:** Avoid spraying in muddy/turbid water (Tribune binds to suspended dirt). Because subsurface drop hoses are used, this application *can* proceed during moderate winds without risk of chemical drift. However, abort if heavy rain is forecasted within 12 hours.
- **Applicator PPE:** Applicators mixing and handling Tribune must wear chemical-resistant gloves, protective eyewear (goggles/face shield), long-sleeved shirts, and long pants.
- **Resident Restrictions & Notifications:** Send an email blast 48 hours prior to treatment. Residents must be instructed to stay out of the water in treated areas during application and for 24 hours post-treatment. Turf and landscape irrigation from lake water must be paused for 3 days in treated zones.

2.2 Blue-Green Algae (Cyanobacteria)

- **Application Locations:** The goal should be to treat 22 to 30 acres of the densest algae, regardless of whether it's located in a residential area or not. By aggressively killing heavy accumulations, you reduce overall biomass without diluting the chemical below its lethal threshold. **Applicators must maintain a steady application rate and avoid dumping excessive chemical strictly onto surface "slicks."**
- **Delivery Method:** Surface spray using spray nozzles. **Do not use the 6ft drop hoses** (heavy copper will sink past the algae).
- **Weather Constraints:** Surface spraying is highly susceptible to wind drift. Pump pressure should be reduced to create a heavy stream rather than a fine mist. Applications must be aborted if sustained winds exceed 10-15 mph.
- **Applicator PPE:** Eye protection, chemical-resistant gloves, long sleeves, and long pants. Boat drivers should position the vessel upwind, allowing the applicator to spray downwind.
- **Resident Restrictions & Notifications:** Send an email blast 24 hours prior. While Cutrine Plus typically has no irrigation or drinking restrictions at this label rate, swimmers should be kept out of the immediate area during active spraying for general safety.

2.3 Common Reed (Phragmites)

- **Identification:** Common Reed (*Phragmites*) is a tall, aggressive wetland grass that often grows in dense stands up to 15 feet high. Easily identifiable by large, feathery, purple-brown seed heads in late summer.
- **Application Locations & Method:** Spot treatments using the boat-mounted hand wand, targeted specifically at isolated stands along non-residential shorelines. Keep spray away from residential properties and the root zones of desirable shoreline trees (cottonwoods).
- **Chemical Rules:** Tribune and Cutrine Plus will **not** kill Common Reed. Applicators must use **Polaris (Imazapyr)** mixed with the **DLZ Adjuvant** (aquatic surfactant) to penetrate the waxy leaves.
- **Weather Constraints:** Abort if wind exceeds 10 mph to prevent drift onto non-target plants, or if rain is expected within 4 hours (chemical must have time to absorb into the leaves).
- **Applicator PPE:** Gloves, protective eyewear, long sleeves, and long pants.
- **Post-Treatment Protocol:** Our standard practice is to leave the treated stalks to naturally die, decompose, and be crushed by winter ice. However, if any staff or residents intend to manually cut or clear the dead stalks for aesthetic reasons, they **must** wait 2 to 3 weeks after spraying to allow the chemical sufficient time to travel completely through the root system.



2.4 Standard Application Time Breakdown

For our standard 12-tank treatments (Submerged Weeds and Blue-Green Algae), the contracted 5-hour (300-minute) application window is systematically broken down to ensure safety and accuracy:

- **Preparation:** 20 minutes (Equipment check, PPE setup, and boat launch).
- **Tank Filling:** 60 minutes (12 tanks @ 5 minutes per tank for precise chemical measuring and water mixing).
- **Chemical Application:** 180 minutes (12 tanks @ 15 minutes per tank for targeted spraying and subsurface injection).
- **Cleanup & Post-Application:** 40 minutes (Thorough pump/tank/line rinsing, equipment drain, and documentation).
- **Total:** 5 Hours (300 minutes).

3. Equipment & Storage

3.1 Routine Post-Application Cleanup

Once an application is complete, all spray tanks, hoses, and nozzles must be thoroughly rinsed and completely drained. Leaving chemical mixtures in the tanks can cause the active ingredients to settle, corrode the pumping equipment, and cause unwanted cross-contamination during future applications.

3.2 End of Season Boat Winterization

After the final application of the year, the boat and all application equipment must be properly winterized to prevent freezing damage:

- **Plumbing System:** All tanks, pumps, hoses, and spray wands must be completely emptied, drained, and blown out to be entirely dry.
- **Batteries:** All marine batteries must be disconnected, removed from the boat, and stored indoors in a heated/temperature-controlled location.

3.3 Winter Chemical Storage

Due to the new purchase-as-needed strategy, end-of-season inventory should be minimal or zero. However, **DO NOT let any leftover chemicals freeze.** Any remaining jugs of Tribune, Cutrine Plus, Polaris, or DLZ Adjuvant must be relocated to a secure, heated storage area for the winter. Freezing permanently ruins the chemical composition.

4. Application Log

To be filled out by applicators on the day of service for regulatory and association records.

Date: __/__/__	Start Time: __:__	End Time: __:__
Applicator Names:		
Target Species:	☐ Submerged Weeds	☐ Blue-Green Algae
Boat Configuration:	☐ 6ft Drop Hoses	☐ Spray Nozzles
Weather Conditions:	Wind	Temperature
	Dir: _____ Spd: _____ mph	Air: _____°F Water: _____°F
	Sky: _____	

Chemical Application Data:

Chemical Used	Planned Usage	Actual Usage
Tribune (Diquat)	60 gal (May/July)	
Cutrine Plus (Copper)	15 gal (Weeds) 90 gal (Algae)	
Polaris (Imazapyr)	0.6 gal (Sept)	
DLZ Adjuvant (Surfactant)	0.3 gal (Sept)	

Post-Application Cleanup:

- ☐ **Nozzles:** 6' drop hoses or spray nozzles as applicable, removed, rinsed, and stored.
- ☐ **Spray System:** Tank, pump, hoses, lines, and filters, cleaned, purged with water and drained.

Additional Application Notes / Issues Encountered:

CONFIDENTIALITY NOTE: The pricing, service rates, and vendor terms detailed in the following section are highly sensitive. This information should not be shared with competing suppliers, outside contractors, or anyone external to the Lake Ventura association.

5. Costs

Chemical Procurement

- **Vendor:** Rawhide Chemoil Inc.
- **Pricing Justification:** We have partnered with Rawhide for years, and recent market comparisons confirm their base pricing remains highly competitive. While they do not offer bulk volume discounts, this is offset by our "buy-as-needed" monthly purchasing strategy, which perfectly leverages their 7-day lead time to eliminate our winter storage liabilities without sacrificing cost efficiency.
- **Purchasing Rules:** Chemicals are packaged in 2.5-gallon jugs and sold exclusively in **5-gallon increments**. Purchases will be made monthly prior to each scheduled treatment to minimize waste and reduce storage needs.

Contracted Application Services

- **Contractors:** Tim McInroy from Victory Marine and one assistant technician.
- **Rate:** \$100/hour (combined team rate). This is the exact same hourly rate the association paid in 2025; however, we are now securing a two-person team for that price. This added manpower should allow treatments to be completed more quickly and safely, increasing overall efficiency.
- **Future Pricing Structure:** After establishing a clear baseline for how long these applications take this season, the committee should evaluate transitioning this service from an hourly arrangement to a flat "per-job" or "per-application" fee for future years.
- **Terms:** This is a handshake deal and no formal contract has been signed. Initial service agreement negotiated by Ric Flynn. Ric will provide technical training on the protocols and will also collaborate with the team to rehabilitate the application vessel prior to the season.

The budget table below represents the estimated costs for these upcoming purchases, application services, and boat rehabilitation. Please note that the months listed correspond to the application month; because application timing is variable based on lake conditions, the actual purchase could happen up to a month early.

Chemical	Unit	May		June		July		Aug**		Sept		Total	
	Cost	Qty*	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Tribune (Diquat)	\$67.50 / gal	35 gal	\$2,363			60 gal	\$4,050					95 gal	\$6,413
Cutrine Plus (Copper)	\$45.00 / gal	10 gal	\$450	90 gal	\$4,050	15 gal	\$675	90 gal	\$4,050			205 gal	\$9,225
Polaris (Imazapyr)	tbd											0 gal	\$0
DLZ Adjuvant	tbd											0 gal	\$0
Chemical Subtotal:			\$2,813		\$4,050		\$4,725		\$4,050				\$15,638
Sales Tax	7.0%		\$197		\$284		\$331		\$284				\$1,096
Application Service	\$100 / hr	5 hrs	\$500	5 hrs	\$500	5 hrs	\$500	5 hrs	\$500	5 hrs	\$500	25 hrs	\$2,500
Boat Rehab / Winterize	N/A		\$2,000								\$500		\$2,500
Total Cost:			\$5,510		\$4,834		\$5,556		\$4,834		\$1,000		\$21,734

* May quantities account for current existing inventory (30 gal Tribune, 10 gal Cutrine Plus), and include a permanent 5-gallon safety buffer of both chemicals to prevent mid-application shortages (rounded to required 5-gallon increments).

** If the optional August algae treatment is **not** required, the August application will be canceled, saving \$4,834 (inclusive of tax and service fees).

6. Future Planning

6.1 Changes from Last Year

1. **Applicator Transition:** At the April lake committee meeting, Ric Flynn announced he is retiring from treating the lake. He built the great spray boat we have from a donated pontoon and has done a wonderful job treating our lake for many years. He will be missed. As reported above, he negotiated to have Tim McInroy from Victory Marine take over treatment this year and has agreed to train Tim's team as well. Thanks, Ric!
2. **Eliminate DLZ Adjuvant from Weed Cocktail:** DLZ adjuvant (and similar surfactants/seed oils) should **not** be added to the submerged weed treatment cocktail. Because this

application targets completely submerged vegetation via underwater injection, adjuvants provide zero benefit and simply float away. (Note: The existing inventory of DLZ Adjuvant has been successfully repurposed specifically for the above-water Common Reed spot treatments).

3. **Reinstating Common Reed (Phragmites) Treatment:** We will be adding Common Reed spot treatments back into the schedule this year. This treatment has not been performed for many years, but Common Reed is an important noxious weed that we need to actively control. Because we currently have plenty of the required chemical on hand in our inventory, executing this treatment will only cost the association the minor equipment repair and service fees required to perform the application.

6.2 Long-Term Strategic Initiatives

- **Formalize Applicator Contract:** Transition the initial agreement with Tim McInroy and his assistant into a formal written contract to lock in terms, liability, and rates for future seasons. Also recommend to make it a per application fee.
- **Dedicated Boat Lift / Storage:** We recommend exploring the acquisition of pontoon boat lift, ideally through a community donation. Installed near the main boat ramp, this would serve as permanent in-season storage, eliminating the strenuous need to repeatedly launch/load the vessel and completely negating the need for a dedicated boat trailer.
- **Document Update:** Update this document with the following further improvements. 1) Maps showing submerged weed treatment locations. Map showing Phragmites locations. 2) Boat configuration: 2 13' side booms with 3 nozzles each. 1 center boom with 2 nozzles. 60 gal tank mounted in the center of the boat. Honda and model x gas pump. Etc, etc. 3) More detailed post application and winterization checklists.
- **Long-Term Root Management:** Tribune is a *contact* herbicide, meaning it acts like a chemical lawnmower by destroying contacted plant tissue without traveling into the root system. This is perfect for rapid clearing around docks. However, if submerged weeds are aggressively growing back from root crowns year after year, the committee could consider rotating in a *systemic* herbicide to permanently eliminate the root systems.
- **Comprehensive Chemical Algae Control (Contingency):** It is expected that the whole-lake alum treatment will be completed this fall, meaning chemical algae treatments will not be necessary going forward. However, if for some unforeseen reason that project does not occur, we are noting the industry-standard algae control technique documented in the literature. The industry standard way to chemically control cyanobacteria is to procure enough algaecide to treat the entire 106-acre lake systematically (executed safely in two phases, one week apart to prevent oxygen depletion). The estimated cost of a single full-lake treatment would be approximately \$19,700. Incorporating two full 106-acre algae treatments would increase the total cost of treating the lake to \$51,466 per year. If the alum treatment successfully eliminates the need for algae treatments entirely, it will reduce the cost of lake treatment to just \$12,066 per year—a savings of \$39,400 per year compared to full-lake chemical management (and a \$9,668 savings from our current targeted 2026 budget).