

**VENTANA METROPOLITAN DISTRICT**

Regular Board Meeting

**Monday, June 19, 2023 – 6:00 p.m.**

11007 Hidden Prairie Parkway

Fountain, CO 80817

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

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<b>Board of Director</b>	<b>Title</b>	<b>Term</b>
Eric Farrar	President	May 2025
Christina Sparks	Vice President	May 2025
Michael Laurencelle	Treasurer/ Secretary	May 2025
Mick Schuhmacher	Assistant Secretary	May 2027
Rich Vorwaller	Assistant Secretary	May 2027

**Public invited to attend**

**AGENDA**

1. Call to Order
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters
3. Approval of Agenda
4. Public Comment: (Limit to 3 minutes and for items not on the agenda)
5. Regular Business Items (These items are routine and may be approved by one motion. There will be no separate discussion of these items unless requested, in which event the item will be heard immediately)
  - a. Approval of Board Meeting Minutes from the May 15, 2023, Meeting (enclosure)
  - b. Approval of Payables for the Period ending June 19, 2023 (enclosure)
    - General Fund – \$ 41,628.93
    - Bond Fund – \$ \_\_\_\_\_
    - **TOTAL – \$ 41,628.93**
  - c. Acceptance of Unaudited Financial Statements as of May 31, 2023, and the Schedule of Cash Position Updated as of May 31, 2023 (enclosure)
6. Market Update/Construction/Operations
7. Legal Matters
  - a. Bond Update
  - b. Consider Transfer of Rights to Reimbursement to OPRIC
  - c. Consider Resolution Regarding Attorney Fees and Costs (enclosure)

- d. Review and Consider Adoption of Intergovernmental Agreement with City of Fountain (enclosure)
- 8. District Management Matters & Report
  - a. Review Managers Report (enclosure)
  - b. Insurance Claim Update
  - c. Update on Recreation Center Operations – Kevin Whatley
- 9. Fine Reversal Request – 10907 Quercia Cir
- 10. Adjourn
  - a. Next regular schedule meeting is July 17, 2023, at 6:00 pm





**VENTANA METROPOLITAN DISTRICT**  
Regular Board Meeting  
11007 Hidden Prairie Parkway  
Fountain, CO 80817

And virtually: <https://video.cloudoffice.avaya.com/join/728897121>

**Monday, May 15, 2023 – 6:00 p.m.**

Eric Farrar, President - Term to May 2025  
Christina Sparks, Vice President - Term to May 2025  
Michael Laurencelle, Treasurer / Secretary - Term to May 2025  
Mick Schuhmacher, Assistant Secretary - Term to May 2027  
Rich Vorwaller, Assistant Secretary - Term to May 2027

**MINUTES**

1. Call to Order: President Farrar called the meeting to order at 6:02 PM.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters: President Farrar confirmed a quorum was present. All disclosures were properly filed with the Department of Local Affairs, State of Colorado by Mr. Susemihl.

Directors in attendance were:

Eric Farrar  
Michael Laurencelle  
Christina Sparks  
Rich Vorwaller

Also in attendance were:

Rebecca Harris, WSDM – District Managers  
Heather Smith, WSDM – District Managers  
Kevin Walker, WSDM – District Managers  
Mick Schuhmacher, Board Member Elect  
Kyle Thomas, DA Davidson  
Joshua Cooper, Resident  
Victoria and Adrian Schaar, Residents

3. Board of Directors Oath of Affirmation: Mrs. Harris confirmed that Rich Vorwaller's Oath of Affirmation was filed with the State and County. Mick Schuhmacher's Oath of Affirmation has not been received yet, so he is not an official Board member.
4. Appointment of Officers: President Farrar moved to keep the officer positions the same and appoint Directors Vorwaller and Schuhmacher as Assistant Secretary; seconded by Director Sparks. Motion passed unanimously.
5. Approval of Agenda: Director Vorwaller moved to approve the Agenda as written; seconded by Director Sparks. Motion passed unanimously.

6. Public Comment: Mrs. Schaar discussed the rules regarding basketball hoops. Noting that it would be in a cul-de-sac and the kids are not able to move it themselves. Mrs. Harris explained that the City of Fountain has the same requirement that is in the CCR's, and it is due to risk and damages. The requirement is that the basketball hoop must be put down and stored away when not in use. The Board discussed that to change the CCR's it would require a 70% majority vote of property owners in the District. Mrs. Harris noted that a permanent basketball hoop could be installed, but the portable ones have the requirement due to potential of risk and damages.

Mrs. Schaar requested a No Exit sign at the entrance of Trione Ln. Mrs. Harris explained that would need to be requested at the City. The Board discussed that Architectural Requests can be submitted online and the Design Guidelines and CCR's can be found on the District's website.

Mr. Cooper commented that they need to start the pool process now and add chlorine that is left over from last year. The Board confirmed that the pool opening process has already started and they are very optimistic that the pool will be opened on time. Mr. Cooper discussed property taxes and asked if the Board will be discussing a plan for excess tax revenue. Mrs. Harris confirmed that will be a topic for Board discussion.

7. Regular Business Items: After review, Director Sparks moved to accept the Regular Business Items as presented; seconded by Director Laurencelle. Motion passed unanimously.
  - a. Approval of Board Meeting Minutes from the April 17, 2023 Meeting
  - b. Approval of Payables for the Period ending May 15, 2023
    - General Fund – \$ 22,037.77
    - Bond Fund – \$ \_\_\_\_\_
    - TOTAL – \$ 22,037.77
  - c. Acceptance of Unaudited Financial Statements as of April 30, 2023 and the schedule of cash position updated as of April 30, 2023
8. Market Update/Construction/Operations: Mr. Schuhmacher provided an update on Ventana South. There will be an additional 26 lots for Filing 2. Director Vorwaller discussed sales and noted there is still strong demand in the community. Lots 1-19 will be released on a schedule to the sales team. The Board discussed the trails system and Mr. Schuhmacher will reach out to Challenger for an update.
9. Legal Matters
  - a. Bond Update: Mr. Walker provided an update on the bond process. An agreement has been reached with OPRIC. Mr. Walker noted the market continues to fluctuate and change, but a preliminary plan has been drafted. The plan would include issuing the maximum \$15 million in bonds which would pay off OPRIC entirely and drop the mill levy to 40 mills. The plan anticipates that bonds would be issued later this summer.
  - b. Discuss Legal Fees Associated with Collections Process: Mrs. Harris recommended the Board consider charging legal fees associated with collections back to the property owner so that the District is not absorbing those costs. The Board agrees to discuss this further at the next meeting.
10. District Management Matters & Report
  - a. Review Managers Report: Ms. Smith presented the Managers Report.
  - b. Update on Recreation Center Operations: There was no discussion.
11. Review and Consider Approval of Recreation Center Rules and Regulations: The Board reviewed the changes to the Recreation Center Rules and Regulations. Director Sparks moved to approve the changes

to the Recreation Center Rules and Regulations as discussed; seconded by Director Laurencelle. Motion passed unanimously.

- a. Discuss and Review Current Guest Policy: The Board discussed the current guest policy, allowing 4 guests per home with a \$5.00 fee per guest. No changes were made.

12. Review and Discuss Additional Tree Removal

- a. Review and Consider Approval for Weisburg Proposal for Tree Removal / Replacement: Mrs. Harris presented the proposal for tree replacement that totals \$65,000 to remove and reinstall plants and trees. This item was tabled for discussion at a later date.
- b. Re-review and Consider Approval for Engagement for Landscape Architect: Mrs. Harris presented the second proposal to engage a landscape architect to redesign another option that does not include replacing the dead trees. The proposal amount is \$8,050 and includes the meetings with the City of Fountain. Mrs. Harris noted she is still waiting to hear back from the City Attorney regarding the IGA Agreement for landscaping at Filing 6. After review, Director Sparks moved to approve the Engagement for Landscape Architect; seconded by Director Vorwaller. Motion passed unanimously.

13. Adjourn: Director Sparks moved to adjourn at 7:10 PM; seconded by President Farrar. Motion passed unanimously.

- a. Next regularly scheduled meeting is June 19, 2023, at 6:00 PM.

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

THESE MINUTES ARE APPROVED AS THE OFFICIAL MAY 15, 2023 MINUTES OF THE VENTANA METROPOLITAN DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

\_\_\_\_\_  
Eric Farrar, President

\_\_\_\_\_  
Christina Sparks, Vice President

\_\_\_\_\_  
Michael Laurencelle, Treasurer

\_\_\_\_\_  
Mick Schuhmacher, Assistant Secretary

\_\_\_\_\_  
Rich Vorwaller, Assistant Secretary



**Ventana Metropolitan District**  
**PAYMENT REQUEST**  
6/19/2023  
**GENERAL FUND ACCOUNT**

<b>Company</b>	<b>Invoice</b>	<b>Date</b>		<b>Comments</b>
Basset Heating & Air Conditioning	32629334	5/11/2023	1,392.00	
Black Hills Engergy	53023	5/30/2023	614.90	Auto Pay
City of Fountain Utilities	10005472-02	5/17/2023	613.90	Auto Pay - Rec
City of Fountain Utilities	10005630-03	5/17/2023	434.96	Auto Pay - Park
City of Fountain Utilities	10005686-02	5/17/2023	182.16	Auto Pay - Tract
City of Fountain Utilities	10006794-01	5/17/2023	532.65	Auto Pay - Tract
City of Fountain Utilities	10006795-00	5/17/2023	25.64	Auto Pay - Tract
Colorado Springs Cleaning Supplies	91623-1NOT	4/4/2023	229.38	
Datavoice	8708	4/18/2023	269.00	
Datavoice	8955	6/7/2023	140.00	
Datavoice	8942	6/6/2023	575.00	
Drexel, Barrell & Co	26286	6/5/2023	95.00	
HBS	FR3201040	5/31/2023	7,358.45	
HD Supply	9214452397	5/19/2023	657.47	
Johnson Health Tech	9003420866	5/23/2023	50.72	
Mailing Services Inc	18029	5/9/2023	117.80	
Platinum Powder Coating	18427	5/19/2023	2,150.00	
Signal 88, LLC	3650522	6/1/2023	803.40	
Susemihl, McDermott & Downie, P.C	35290	5/31/2023	2,164.50	
Weisburg Landscape Maintenance	50610	5/31/2023	4,420.00	
WSDM District Managers	7453	5/30/2023	8,802.00	
Zonda Advisory	CO538-23A	5/31/2023	10,000.00	
<b>TOTAL</b>			<b>\$ 41,628.93</b>	





**Ventana Metropolitan District**  
**Balance Sheet**  
As of May 31, 2023

	May 31, 23
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1105 · Eastern Colorado Bank -Checking	458,726.21
1106 · Eastern Colorado Bank - Savings	11,171.39
<b>Total Checking/Savings</b>	469,897.60
<b>Accounts Receivable</b>	
1-1230 · Property Taxes Receivable	232,259.59
<b>Total Accounts Receivable</b>	232,259.59
<b>Other Current Assets</b>	
1310 · Due from Developer	32,741.59
1390 · Undeposited Funds	3,523.97
<b>Total Other Current Assets</b>	36,265.56
<b>Total Current Assets</b>	738,422.75
<b>Fixed Assets</b>	
<b>Property and Equipment</b>	
Community Improvements	7,368,932.95
<b>Total Property and Equipment</b>	7,368,932.95
1505 · Parks	1,500,000.00
1510 · Pool	718,000.00
1540 · Accumulated Depreciation	-597.00
<b>Total Fixed Assets</b>	9,586,335.95
<b>TOTAL ASSETS</b>	<b>10,324,758.70</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2010 · Accounts Payable	83,247.22
<b>Total Accounts Payable</b>	83,247.22
<b>Other Current Liabilities</b>	
2022 · Deferred Property Tax Revenue	232,259.59
2035 · Interest Payable OPRIC	611,811.00
2100 · Payroll Liabilities	1,530.06
<b>Total Other Current Liabilities</b>	845,600.65
<b>Total Current Liabilities</b>	928,847.87
<b>Long Term Liabilities</b>	
Accrued Interest OPRIC	862,371.19
Advances from OPRIC	738,692.00
Bonds Payable - CH Metrobonds	11,373,071.39
<b>Total Long Term Liabilities</b>	12,974,134.58
<b>Total Liabilities</b>	13,902,982.45
<b>Equity</b>	
3000 · Opening Balance Equity	24,298.52
3910 · Retained Earnings	-3,831,568.16
Net Income	229,045.89
<b>Total Equity</b>	-3,578,223.75
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>10,324,758.70</b>

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

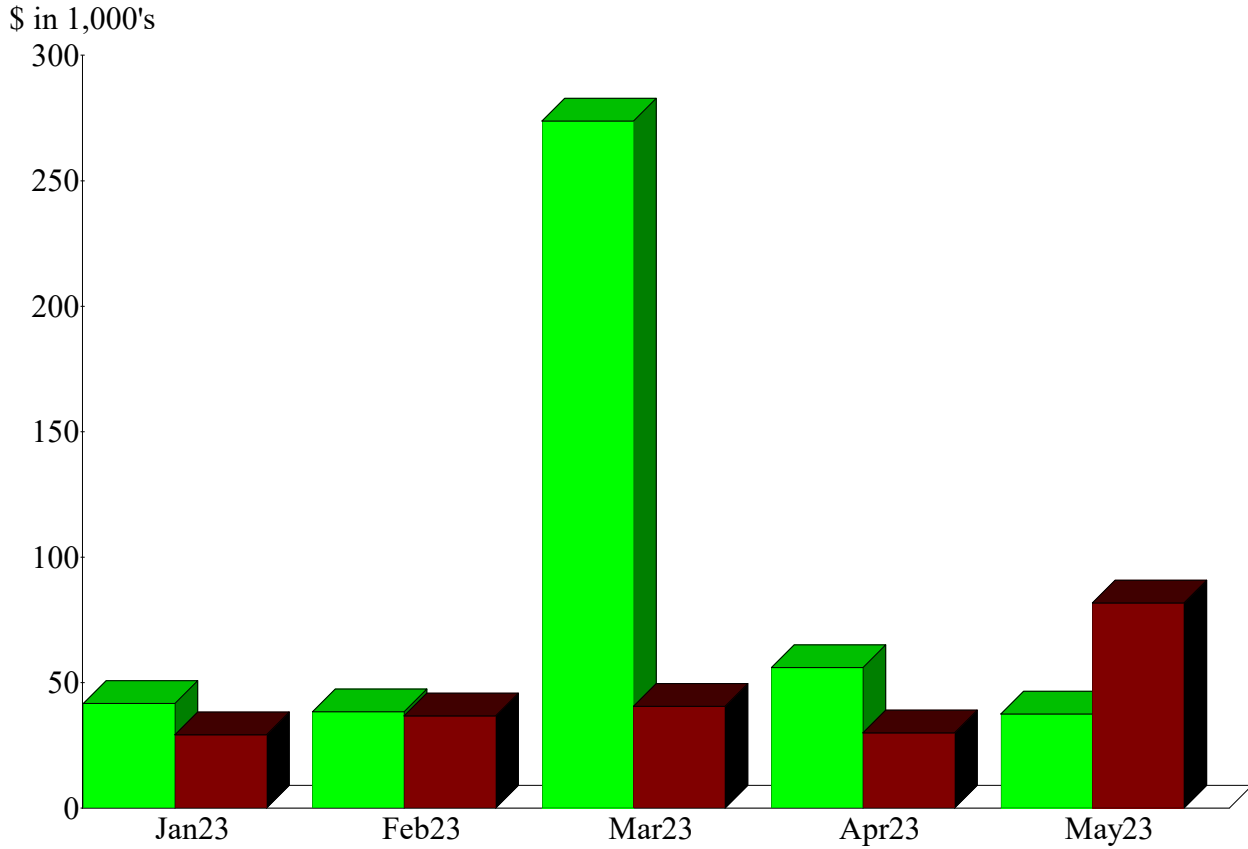
	TOTAL				
	May 23	Jan - May 23	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>1-100 · General Fund Income</b>					
1-1000 · Late Fee	173.87	965.66			
<b>1-1100 · Recreation Center Dues</b>					
1-1105 · Ventana Residents	13,497.82	115,444.88	200,000.00	-84,555.12	57.72%
<b>Total 1-1100 · Recreation Center Dues</b>	13,497.82	115,444.88	200,000.00	-84,555.12	57.72%
1-1200 · Trash Service	-1,420.33	30,421.52	90,000.00	-59,578.48	33.8%
1-1300 · Rental Security Deposit	0.00	0.00	2,000.00	-2,000.00	0.0%
1-1310 · Permit Use Fee	4,824.00	4,934.00			
<b>1-1401 · Treasurer Tax Income</b>					
1-1400 · Current - O&M	3,280.11	51,891.38	97,829.70	-45,938.32	53.04%
1-1500 · Specific Ownership - O&M	759.00	3,223.84	6,848.08	-3,624.24	47.08%
1-1520 · Delinquent Int - O&M	1.83	1.83			
<b>Total 1-1401 · Treasurer Tax Income</b>	4,040.94	55,117.05	104,677.78	-49,560.73	52.65%
1-180 · Covenant Violation Fine	10.00	180.00			
<b>Total 1-100 · General Fund Income</b>	21,126.30	207,063.11	396,677.78	-189,614.67	52.2%
<b>2-100 · Debt Service Fund Income</b>					
<b>Treasurer Taxes</b>					
2-1000 · Current- Debt	13,303.79	210,466.26	396,787.48	-186,321.22	53.04%
2-1200 · Specific Ownership - Debt	3,078.43	13,075.60	27,775.12	-14,699.52	47.08%
2-1220 · Delinquent Int - Debt	7.42	7.42			
<b>Total Treasurer Taxes</b>	16,389.64	223,549.28	424,562.60	-201,013.32	52.65%
<b>Total 2-100 · Debt Service Fund Income</b>	16,389.64	223,549.28	424,562.60	-201,013.32	52.65%
<b>3-100 · Capital Project Fund</b>					
3-1300 · Park Permit Fee	0.00	16,992.04			
<b>Total 3-100 · Capital Project Fund</b>	0.00	16,992.04			
<b>Total Income</b>	37,515.94	447,604.43	821,240.38	-373,635.95	54.5%
<b>Gross Profit</b>	37,515.94	447,604.43	821,240.38	-373,635.95	54.5%
<b>Expense</b>					
<b>1-200 · General Fund Expense</b>					
1-1450 · O&M-Treasurer's Collection Fee	49.23	778.40	1,467.45	-689.05	53.04%
1-1700 · Audit	0.00	0.00	9,250.00	-9,250.00	0.0%
1-1800 · Board Election	0.00	0.00	8,000.00	-8,000.00	0.0%
1-1900 · Copies & Postage	314.80	1,355.12			
<b>1-2000 · Recreation Center</b>					
1-2300 · Utilities	1,596.40	6,747.29	40,000.00	-33,252.71	16.87%
1-2305 · Security	843.57	4,057.17	14,000.00	-9,942.83	28.98%
1-2306 · Maintenance/ Repairs	7,185.44	11,097.10	10,000.00	1,097.10	110.97%
1-2310 · Supplies	78.36	2,296.86	4,000.00	-1,703.14	57.42%
<b>Total 1-2000 · Recreation Center</b>	9,703.77	24,198.42	68,000.00	-43,801.58	35.59%
<b>1-2001 · Pool Expense</b>					
1-2010 · Season Start Up/ Finish	0.00	0.00	3,000.00	-3,000.00	0.0%
1-2020 · Chemicals	0.00	1,099.67	10,000.00	-8,900.33	11.0%

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

	TOTAL				
	May 23	Jan - May 23	Budget	\$ Over Budget	% of Budget
1-2040 · Water	0.00	130.00	250.00	-120.00	52.0%
1-2050 · Repair/ Maintenance	4,454.85	4,663.58	5,000.00	-336.42	93.27%
<b>Total 1-2001 · Pool Expense</b>	<b>4,454.85</b>	<b>5,893.25</b>	<b>18,250.00</b>	<b>-12,356.75</b>	<b>32.29%</b>
1-6160 · Dues and Subscriptions	0.00	1,237.50	1,000.00	237.50	123.75%
1-6180 · Insurance	0.00	-593.00	15,000.00	-15,593.00	-3.95%
1-6200 · Park/ Landscape					
1-6205 · Maintenance	8,840.00	35,096.25	85,000.00	-49,903.75	41.29%
1-6210 · Utilities	3,578.62	4,624.95	70,000.00	-65,375.05	6.61%
<b>Total 1-6200 · Park/ Landscape</b>	<b>12,418.62</b>	<b>39,721.20</b>	<b>155,000.00</b>	<b>-115,278.80</b>	<b>25.63%</b>
1-6240 · Miscellaneous	0.00	0.00	10,000.00	-10,000.00	0.0%
1-6490 · Office Supplies	42.36	806.07	8,000.00	-7,193.93	10.08%
1-6570 · Professional Fees					
1-2500 · Trash Service	7,358.45	36,148.09	65,000.00	-28,851.91	55.61%
1-2701 · District Management	8,400.00	23,952.10	54,000.00	-30,047.90	44.36%
1-2705 · VCC - Covenant Enforcement	6,600.00	16,558.50	36,000.00	-19,441.50	46.0%
1-6572 · Legal Fees	4,329.00	8,585.82	15,000.00	-6,414.18	57.24%
<b>Total 1-6570 · Professional Fees</b>	<b>26,687.45</b>	<b>85,244.51</b>	<b>170,000.00</b>	<b>-84,755.49</b>	<b>50.14%</b>
1-6620 · Rental Security Deposit Refund	400.00	1,200.00	2,000.00	-800.00	60.0%
6560 · Payroll Expenses	7,545.83	35,307.32	75,000.00	-39,692.68	47.08%
<b>Total 1-200 · General Fund Expense</b>	<b>61,616.91</b>	<b>195,148.79</b>	<b>540,967.45</b>	<b>-345,818.66</b>	<b>36.07%</b>
2-200 · Debt Service Expense					
Treasurer's Fee					
2-1050 · Debt-Treasurer's Collection Fee	199.67	3,157.10	5,951.81	-2,794.71	53.04%
<b>Total Treasurer's Fee</b>	<b>199.67</b>	<b>3,157.10</b>	<b>5,951.81</b>	<b>-2,794.71</b>	<b>53.04%</b>
2-6075 · Bond Expense					
Cost of Issuance	20,000.00	20,000.00	589,000.00	-569,000.00	3.4%
Paying Agent Fee	0.00	0.00	4,000.00	-4,000.00	0.0%
<b>Total 2-6075 · Bond Expense</b>	<b>20,000.00</b>	<b>20,000.00</b>	<b>593,000.00</b>	<b>-573,000.00</b>	<b>3.37%</b>
<b>Total 2-200 · Debt Service Expense</b>	<b>20,199.67</b>	<b>23,157.10</b>	<b>598,951.81</b>	<b>-575,794.71</b>	<b>3.87%</b>
3-200 · Capital Project Fund Expense					
2-6000 · Capital Improvements	0.00	279.00			
<b>Total 3-200 · Capital Project Fund Expense</b>	<b>0.00</b>	<b>279.00</b>			
<b>Total Expense</b>	<b>81,816.58</b>	<b>218,584.89</b>	<b>1,139,919.26</b>	<b>-921,334.37</b>	<b>19.18%</b>
<b>Net Ordinary Income</b>	<b>-44,300.64</b>	<b>229,019.54</b>	<b>-318,678.88</b>	<b>547,698.42</b>	<b>-71.87%</b>
<b>Other Income/Expense</b>					
<b>Other Income</b>					
2-7010 · Interest Income - Debt	6.16	26.35			
<b>Total Other Income</b>	<b>6.16</b>	<b>26.35</b>			
<b>Net Other Income</b>	<b>6.16</b>	<b>26.35</b>			
<b>Net Income</b>	<b>-44,294.48</b>	<b>229,045.89</b>	<b>-318,678.88</b>	<b>547,724.77</b>	<b>-71.87%</b>

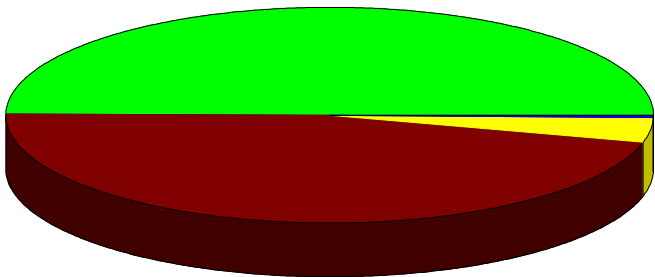
Income and Expense by Month  
January through May 2023

Income  
Expense



Income Summary  
January through May 2023

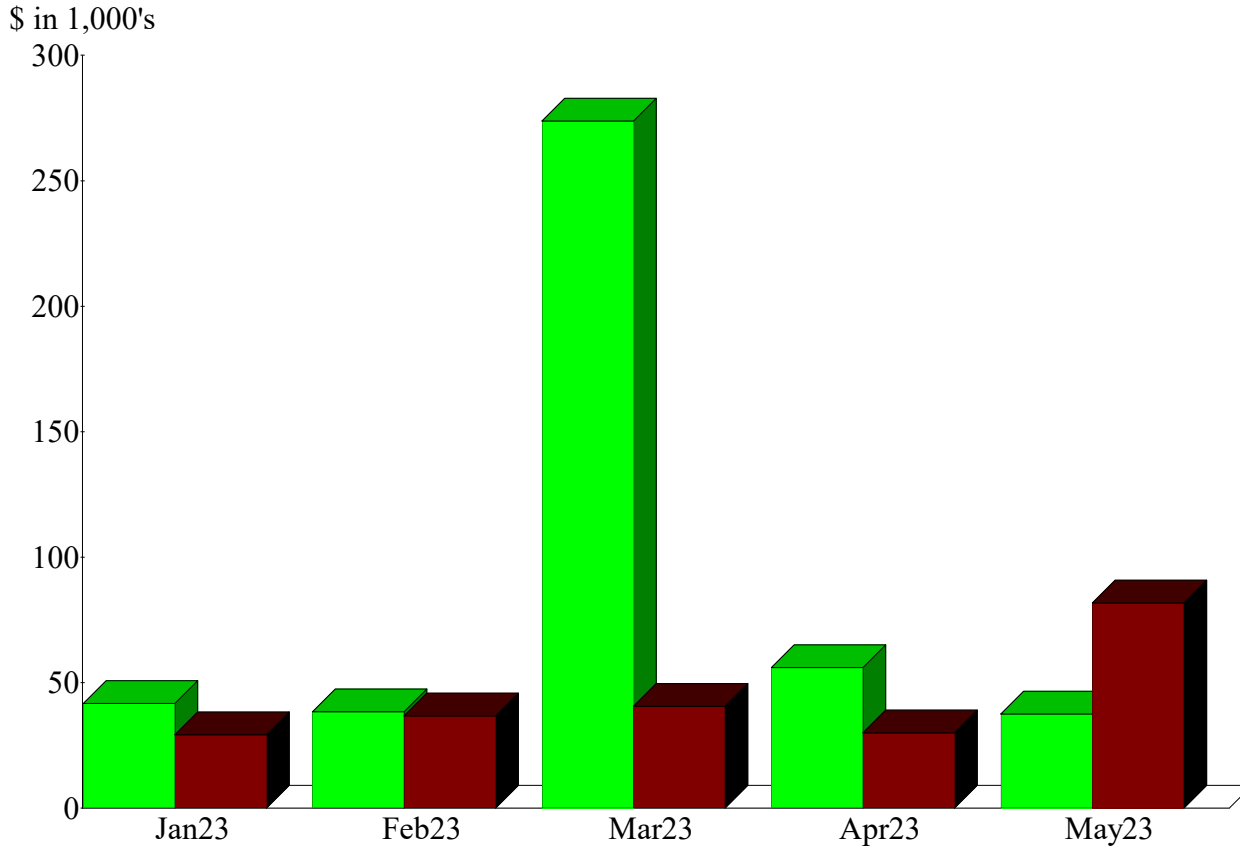
2-100 · Debt Service Fund Income	49.94%
1-100 · General Fund Income	46.26
3-100 · Capital Project Fund	3.80
2-7010 · Interest Income - Debt	0.01
<b>Total</b>	<b>\$447,630.78</b>



By Account

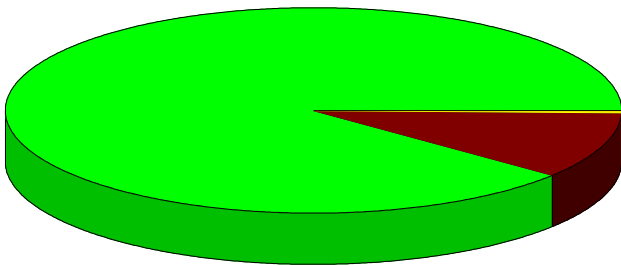
Income and Expense by Month  
January through May 2023

Income  
Expense



Expense Summary  
January through May 2023

1-200 · General Fund Expense	89.28%
2-200 · Debt Service Expense	10.59
3-200 · Capital Project Fund Expense	0.13
<b>Total</b>	<b>\$218,584.89</b>



By Account



RESOLUTION OF THE BOARD OF DIRECTORS OF  
VENTANA METROPOLITAN DISTRICT

WHEREAS, Ventana Metropolitan District, El Paso County, Colorado (the “District”), is a quasi-municipal corporation duly organized and existing as a metropolitan district under the laws of the State of Colorado (the “State”), including particularly Title 32, Article 1, C.R.S. (the “Special District Act”); and

WHEREAS, the District is authorized by the Special District Act and its Service Plan to provide any services allowed by Colorado law; and

WHEREAS, pursuant to Section 32-1-1001(1)(j), C.R.S., the District is authorized to fix, and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs or facilities furnished by the District which, until paid, shall constitute a perpetual lien on and against the property served, and which lien may be foreclosed in the same manner as provided by the laws of the State for the foreclosure of mechanics' liens; and

WHEREAS, under date of November 13, 2019 the District did impose covenant penalties and charges; and

WHEREAS, the District desires that the penalties and charges include the attorney fees and costs incurred by the District in implementing and enforcing the penalties, charges and property liens.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF VENTANA METROPOLITAN DISTRICT, EL PASO COUNTY, COLORADO, AS FOLLOWS:

The implementation of penalties and charges, including the filing of liens against real property, shall include the reasonable attorney fees, filing costs and other costs incurred by the District which fees and costs are to be collected by the District.

ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary





## **INTERGOVERNMENTAL AGREEMENT**

### **BETWEEN VENTANA METROPOLITAN DISTRICT AND THE CITY OF FOUNTAIN**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF FOUNTAIN, COLORADO, a Colorado Home Rule municipal corporation (“City”), and the Ventana Metropolitan District (“District”). The City and the District are referred to herein individually as a “Party” and collectively as the “Parties.”

#### **RECITALS**

- A. The above entities are both political subdivisions of the State of Colorado formed pursuant to the Colorado Revised Statutes.
- B. The boundaries of the District are within the city limits of the City of Fountain and the City of Fountain is the approving authority for the approved Service Plan of the District.
- C. The primary responsibility of the District is to design, construct, finance, and maintain certain public improvements within the District.
- D. Tract A in Filing 6 is an open space dedicated to and owned by the City of Fountain (“Open Space”). See Exhibit A, attached hereto and incorporated herein, for the approximate map and legal description of the Open Space.
- E. The District is agreeing to maintain a portion of the Open Space, which portion is shown in Exhibit B, attached hereto and incorporated herein.
- F. The Parties desire to enter into this Agreement to facilitate the maintenance of the Open Space.
- G. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a) and Section 29-1-203, C.R.S., governmental entities may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs.

#### **AGREEMENT**

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals: The Recitals are incorporated as if fully set forth herein.
2. Services: The District agrees to provide, at no cost to the City, vegetation control services (“Services”) in a reasonable manner to the portion of the Open Space from the back of the residential properties up to the walking trail with the City maintaining the balance of the Open Space as reflected in Exhibit B.

These Services may include, but are not limited to, weeding, mowing, application of pesticides and/or other chemicals.

The District is responsible for the quality, skill and care exercised in its performance of these Services. The District does not provide any warranties, implied or otherwise, associated with these Services.

3. Relationship: Nothing in this Agreement shall be deemed to constitute the District as an employee, partner, agent, or legal representative of the City, or to create any fiduciary relationship between the Parties. The District shall have no power or authority to incur any debt, obligation or liability on behalf of the City.
4. Governmental Immunity: The Parties agree that the City is neither responsible for nor liable for any claims, losses, damages, or expenses occurring in connection with the District's performance of these Services or caused by the negligent acts, errors, omissions, or any other conduct or acts of the District in performing these Services.

Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to any of the Parties, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the Parties, including but not limited to governmental immunity afforded or available to the Parties pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-10, et seq.

5. Termination: Either Party may terminate these Services at their discretion, otherwise to be presumed renewed annually.
6. Notices: All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, as follows:

TO THE CITY:

CITY OF FOUNTAIN

Attn: Gordy McCormick, Parks and Recreation Manager  
116 S. Main Street  
Fountain, CO 80817  
Email: emccormick@fountaincolorado.org

TO THE DISTRICT:

Ventana Metropolitan District  
Attn: Rebecca Hardekopf  
614 N. Tejon St.  
Colorado Springs, CO 80903  
Email: rebecca.h@wsdistricts.co

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

7. No Third-Party Beneficiaries: This Agreement is intended to describe the rights and responsibilities of and between the Parties hereto and is not intended to, and will not be deemed to, confer rights upon or to benefit any persons or entities not signatories hereto, nor to limit, impair, or enlarge in any way the powers, regulatory authority, or responsibilities of any Party.
8. Amendment: This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.
9. No Assignment: Neither Party may assign this Agreement and or any rights and obligations hereunder without the prior written consent of the other Party.
10. Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect.
11. Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.
12. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in El Paso County, State of Colorado. In the event of any litigation, mediation, or other dispute resolution process arising out of this Agreement, the Parties agree that each is responsible for their own costs and fees, including attorney fees, associated with any such action.
13. Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the City and the District and supersede all prior negotiations, representations and agreements, whether written or oral.
14. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement, and that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.
15. Authority. Each person executing this Agreement represents and warrants that he or she has been duly authorized by the party which he or she purports to represent to execute this

Agreement, and has authority to bind said party to the terms and conditions of this Agreement.

16. Execution and Counterparts. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute the entire agreement of Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

**CITY OF FOUNTAIN, COLORADO**

ATTEST:

By: \_\_\_\_\_  
Silvia Huffman, City Clerk

By: \_\_\_\_\_  
Sharon Thompson, Mayor

**VENTANA METROPOLITAN DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_





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**MEMORANDUM**

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**TO:** VENTANA METROPOLITAN DISTRICT BOARD OF DIRECTORS  
**FROM:** HEATHER SMITH  
**SUBJECT:** MONTHLY MANAGERS REPORT FOR MARCH 20, 2023, MEETING  
**DATE:** JUNE 12, 2023  
**CC:** REBECCA HARRIS  
KEVIN WALKER  
BOARD PACKET

Management Matters:

- Billing Review:
  - 6/14/2023 reminders went out
  - 0 Payment arrangement(s)
  - 0 Liens current to date
  - 86 Reminder Letters sent out
- Monthly newsletter went out 6/2/2023

Recreation Center Update:

- Pool Opened Memorial Weekend
- Pool Gate is now Exit Only
- Fitness Center Equipment Repairs Completed by Kevin

Landscape Maintenance Status/ Review:

- IGA with City for Filing No. 6 Landscape -

VCC Matters:

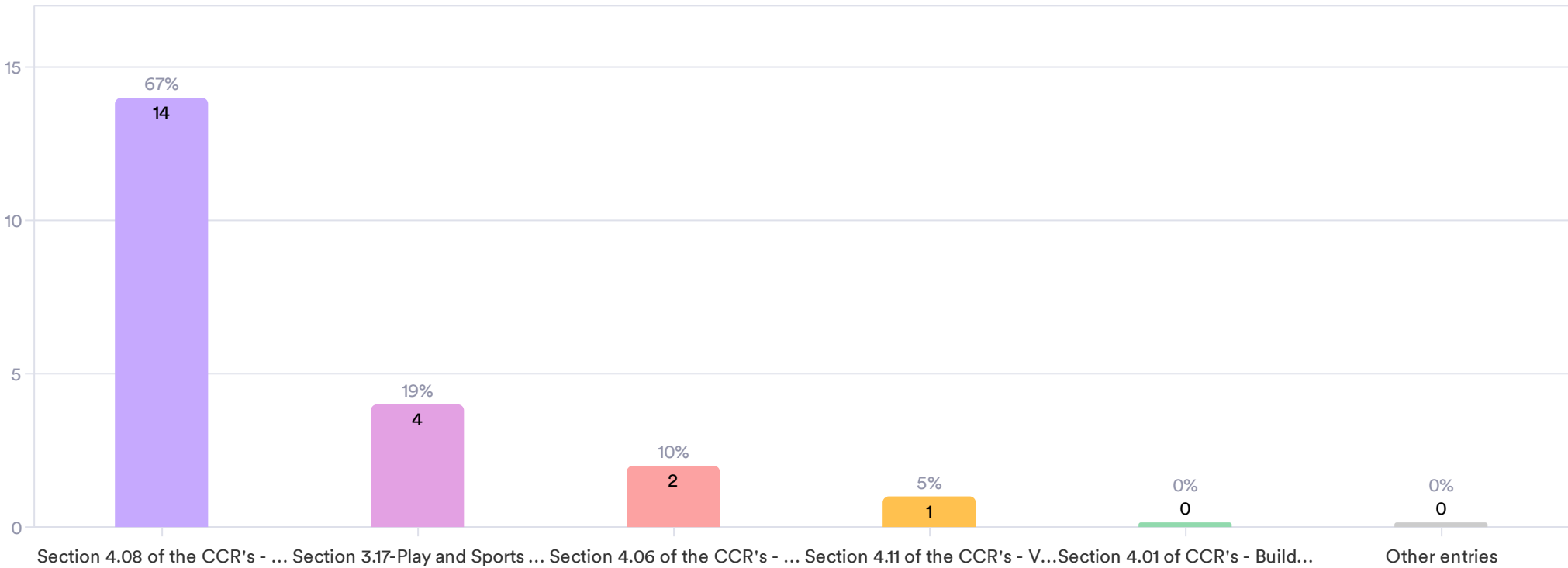
- Violation Highlights:
  - 21 Violations Issued (year-to-date 2023)
    - 67% Weeds & Lawn Care
    - 19% Play & Sport Equipment
    - 10% Nuisances
    - 5% Parking
- Architectural Submission Highlights:
  - 44 Applications Received (year-to-date 2023)
    - 5% Detached Structure/ Building
    - 14% Patio/ Arbor/ Deck
    - 20% Shed
    - 7% Solar Panels
    - 36% Landscaping
    - 18% Other
  - 37 approved as submitted
  - 5 approved with stipulations

# VMD Violation Tracker



## Cited Violation:

21 Responses



Data	Response	%
Section 4.08 of the CCR's - Weeds. The entire area of every Lot on which...	14	67%
Section 3.17-Play and Sports Equipment-All play structures and equipment...	4	19%
Section 4.06 of the CCR's - Nuisances. Noxious, hazardous or offensive a...	2	10%
Section 4.11 of the CCR's - Vehicles. (a) Parking. A boat, trailer, camper (on...	1	5%
Section 4.01 of CCR's - Building and Grounds Maintenance. The exterior ...	0	0%
Other entries	0	0%

# VMD Violation Tracker

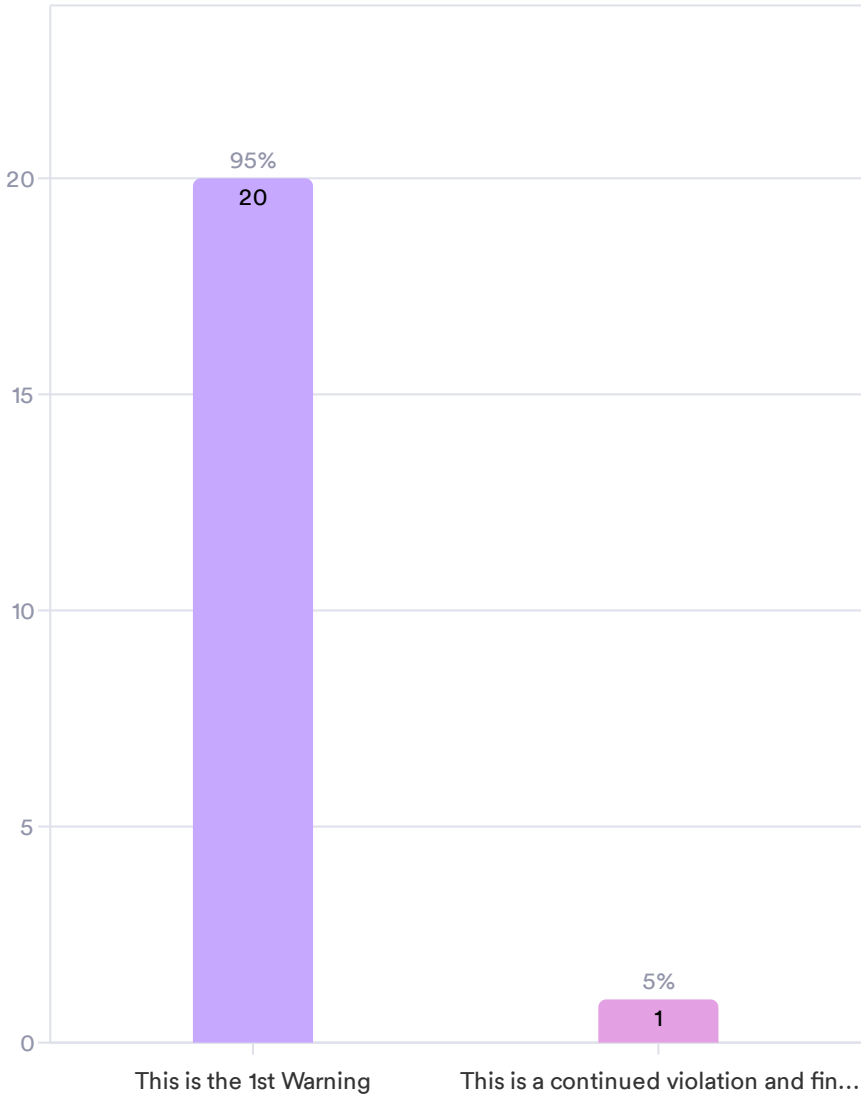
## Details of Violation

21 Responses

Data	Responses
Please take down basketball hoops when not in use.	3
Please remove weeds from front lawn	2
Please revive grass in front lawn	2
Please do not take up the whole street with parked cars.	1
Please remove the weeds from your front lawn	1
Please remove the weeds from your front yard	1
Please remove weeds from your front yard	1
Please remove weeds from front yard	1
Please revive front yard	1
Please revive lawn in the front	1
Please revive front lawn	1
Please remove weeds from the front yard	1
Please remove weeds and revive grass out front	1
Please remove weeds from yard	1

## Level of Warning

21 Responses



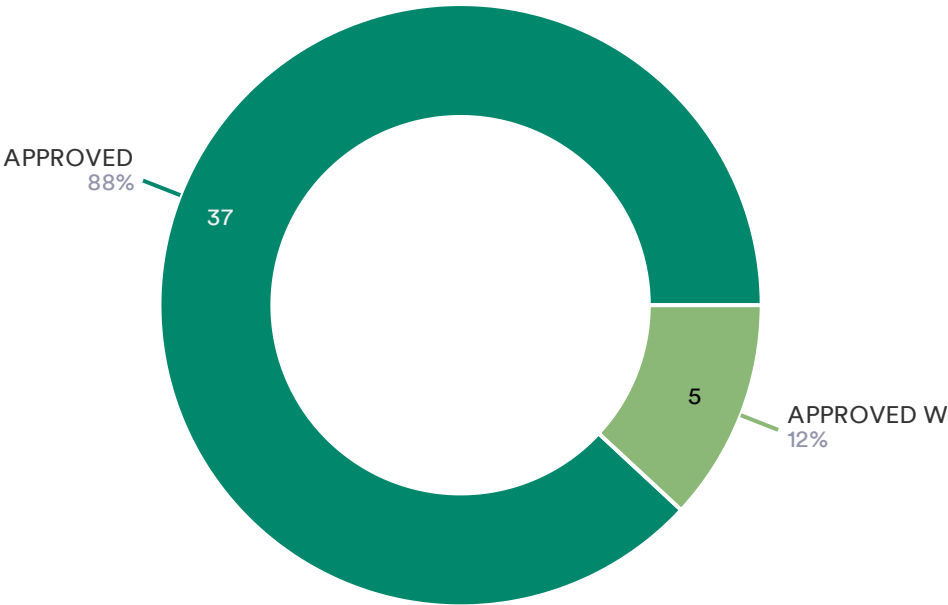
# **Ventana Metropolitan Architectural Submission/ Application Form**

# Ventana Metropolitan Architectural Submission/ Application Form

## Approval/ Denial

42 Responses

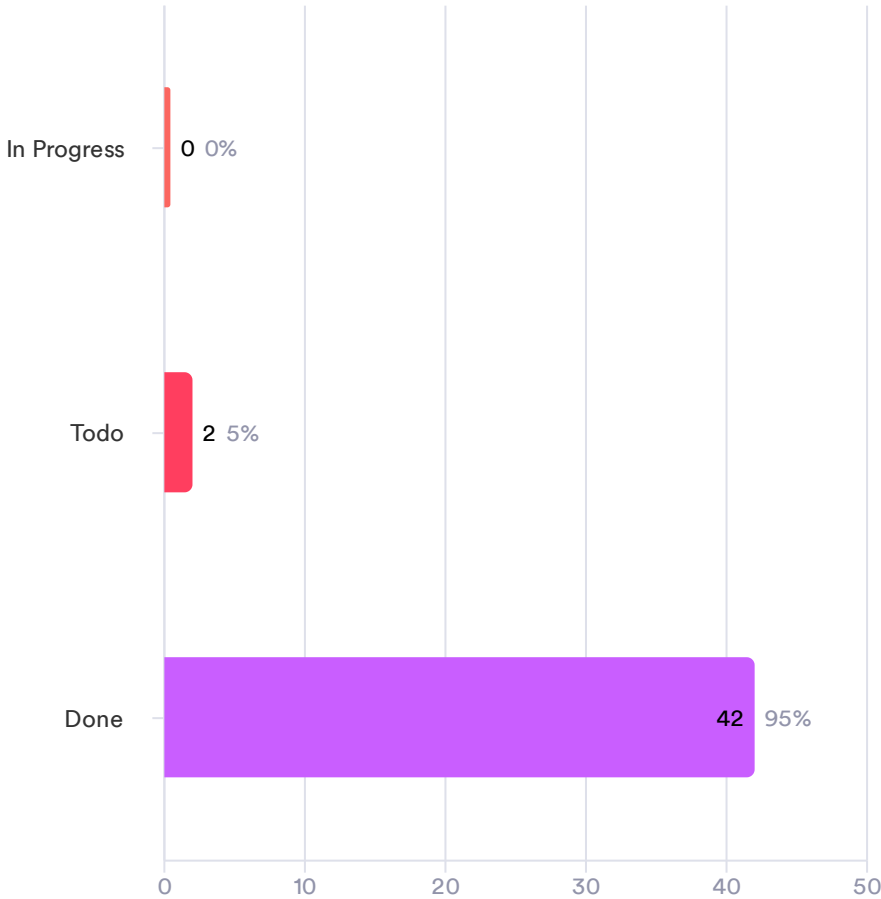
Data	Response	%
APPROVED	37	88%
APPROVED W/ STIPULATIONS	5	12%
DENIED W/ STIPUTLATIONS	0	0%
DENIED	0	0%



## Current Status of Submissions

44 Responses

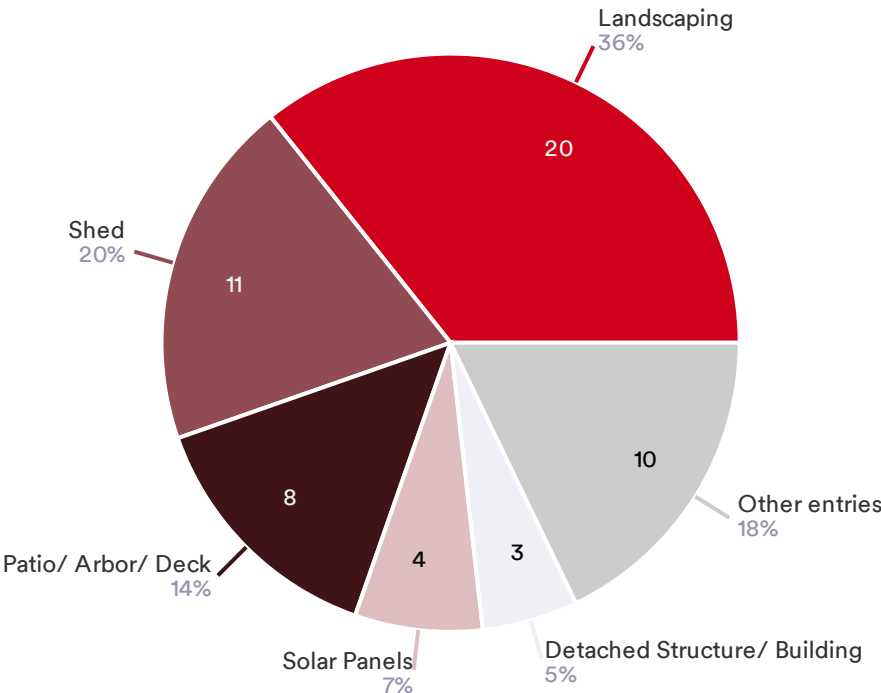
Data	Response	%
In Progress	0	0%
Todo	2	5%
Done	42	95%



# Ventana Metropolitan Architectural Submission/ Application Form

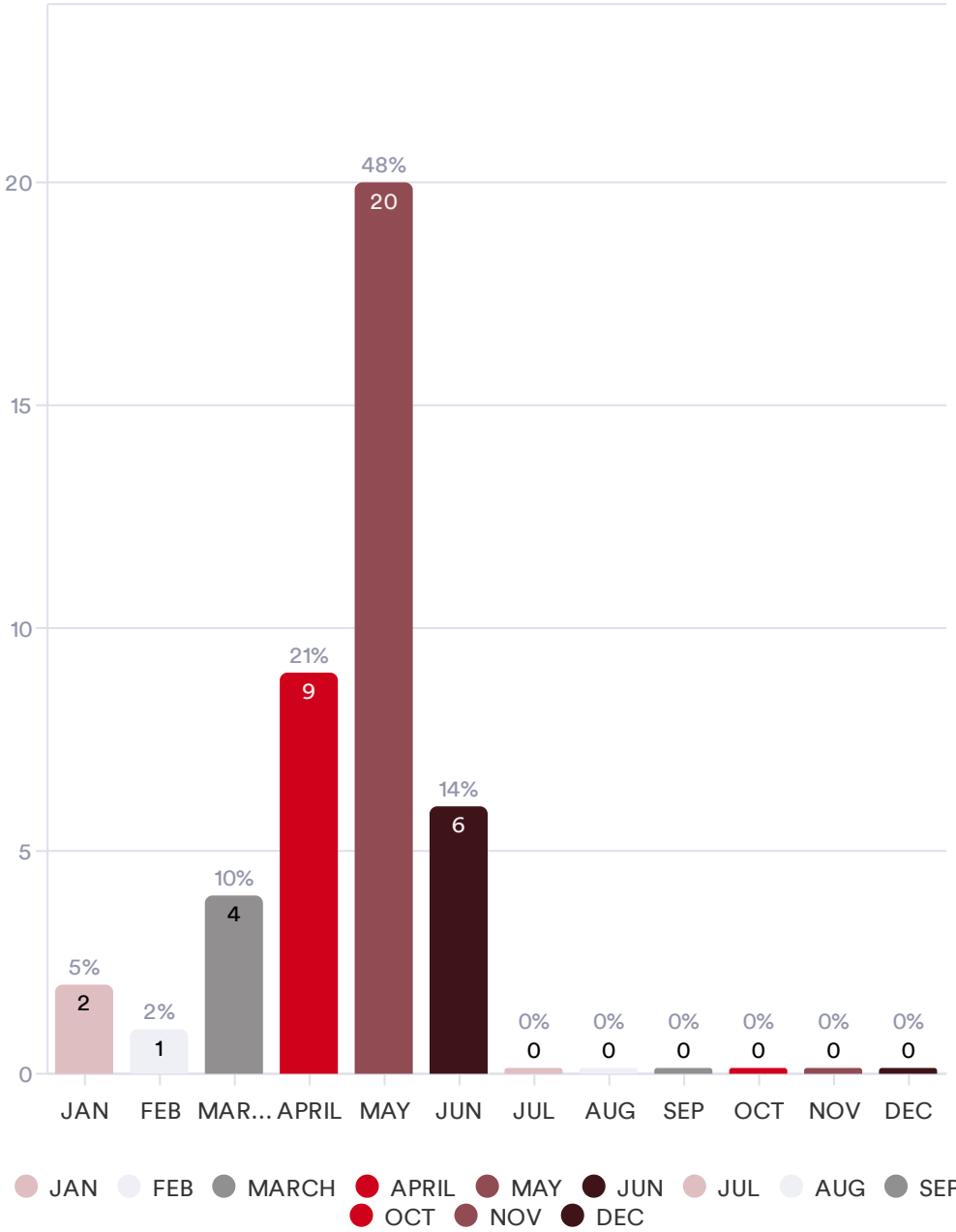
When submissions have been reviewed

Type of Improvement



Data	Response	%
Landscaping	20	36%
Shed	11	20%
Patio/ Arbor/ Deck	8	14%
Solar Panels	4	7%
Detached Structure/ Building	3	5%
Other entries	10	18%

42 Responses



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

# Ventana Metropolitan Architectural Submission/ Application Form

## Property Address

44 Responses

Data	Responses
10848 Hidden Prairie Parkway, FOUNTAIN, CO, 80817	2
10635 Traders Parkway, Fountain, CO, 80817	2
7373 Primavera Lane, Fountain, CO, 80817	2
7442 Altana Pl, Fountain, CO, 80817	1
10817 Hidden Prairie Pkwy, Fountain, CO, 80817	1
10907 Quercia Cir., Fountain, CO, 80817	1
10964 Lavanya Place, Fountain, COLORADO, 80817	1
10858 Hidden Prairie Pkwy, Fountain, Colorado, 80817	1
10611 Traders Parkway, Fountain, CO, 80817	1