

**VENTANA METROPOLITAN DISTRICT**

Regular Board Meeting

**Monday, November 21, 2022 – 6:00 p.m.**

11007 Hidden Prairie Parkway

Fountain, CO 80817

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

<https://meet.goto.com/622480501>

You can also dial in using your phone.

United States: +1 (646) 749-3129

Access Code: 622-480-501

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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
Patrick Jarrett	Assistant Secretary	May 2023
Jennifer Herzberg	Assistant Secretary	May 2023

**Public invited to attend**

**AGENDA**

1. Call to Order
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters
3. Approval of Agenda
4. 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 October 17, 2022, Meeting
  - b. Approval of Payables for the Period ending November 21, 2022 (enclosed)
    - General Fund – \$ 32,996.43
    - Bond Fund – \$ 283,019.12
    - **TOTAL – \$ 316,015.55**
  - c. Acceptance of Unaudited Financial Statements as of October 31, 2022, and the schedule of cash position updated as of October 31, 2022 (enclosed)
5. Market Update/Construction/Operations
6. Legal Matters
  - a. Bond Discussion – No Update
  - b. Review and Adopt the IGA agreement with City of Fountain for Landscape Maintenance in Filing 6 (enclosed)
  - c. Review and Adopt Resolution Calling May 2, 2023, Calling Election (enclosed)

- d. Establish 2023 Regular Board Meeting Schedule
  - e. Review and Approve the WSDM Annual Engagement Letter (enclosed)
  - f. Review and Approve the BiggsKofford 2022 Audit Engagement Letter (enclosed)
7. Financial Matters
- a. Review and approve Security fee proposals (enclosed)
  - b. Discuss request to upgrade security cameras
  - c. Discuss Customer Web Portal
  - d. 2022 Amendment and 2023 Budget Hearing
    - i. Review and Adopt the 2022 Amended and 2023 Budget Resolution (enclosed)
    - ii. Review and Certify the 2023 Mill Levy (enclosed)
8. District Management Matters & Report
- a. Review Managers Report (enclosed) – Rebecca Hardekopf
  - b. Update on Recreation Centner Operations – Kevin Whatley
  - c. Continue Discussion on Events Committee
  - d. Update on City of Fountain conversation around Parks and Recreation
9. Public Comment: (Limit to 3 minutes and only for items not on the agenda)
10. Other Business:
- a. Next regular schedule meeting is December 19, 2022, at 6:00 pm
11. Adjourn





## VENTANA METROPOLITAN DISTRICT

Regular Board Meeting

11007 Hidden Prairie Parkway

Fountain, CO 80817

and via virtually: <https://meet.goto.com/622480501>

**Monday, October 17, 2022 – 6:00 p.m.**

Eric Farrar, President - Term to May 2025

Christina Sparks, Vice President - Term to May 2025

Michael Laurencelle, Treasurer - Term to May 2025

Patrick Jarrett, Assistant Secretary - Term to May 2023

Jennifer Herzberg, Assistant Secretary - Term to May 2023

### MINUTES

1. Call to Order: President Farrar called the meeting to order at 6:00 PM.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters: President Farrar confirmed a quorum was present with Directors Jarrett excused. All disclosures were properly filed with the Department of Local Affairs, State of Colorado by Mr. Susemihl.

Directors in attendance were:

Eric Farrar

Christina Sparks

Michael Laurencelle

Patrick Jarrett (Excused)

Jennifer Herzberg

Also in attendance were:

Rebecca Hardekopf, WSDM – District Managers

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

Kevin Whatley, Recreation Center Manager

Members of the Public

3. Approval of Agenda: Director Sparks moved to approve the Agenda as presented; seconded by President Farrar. Motion passed unanimously.
4. Regular Business Items
  - a. Approval of Board Meeting Minutes from the September 19, 2022 Meeting
  - b. Approval of Payables for the Period ending October 17, 2022
    - General Fund – \$ 42,869.71
    - Bond Fund – \$ - \_\_\_\_\_
    - **TOTAL – \$42,869.71**

- c. Acceptance of Unaudited Financial Statements as of September 30, 2022, and the schedule of cash position updated as of September 30, 2022

Ms. Hardekopf added two payables that were received this morning from Front Range for pool chemicals. After review, Director Sparks moved to approve the Regular Business Items as presented with the addition of the two payables; seconded by President Farrar. Motion passed unanimously.

5. Market Update/Construction/Operations: There was no update.

6. Legal Matters

- a. Bond Discussion and Update: Ms. Hardekopf noted there were no updates and bond counsel recommended waiting to discuss in early 2023.
- b. No Update on IGA Agreement with City of Fountain for Landscape Maintenance: There was no discussion.
- c. Review and Consider Approval to Waive FMLI: Mr. Susemihl explained the District can opt out of FMLI and recommends the Board waive the FMLI to avoid being charged insurance premiums by the State. Director Laurencelle moved to waive FMLI; seconded by Director Herzberg. Motion passed unanimously.

7. Financial Matters

- a. Review and Discuss Security Fee Increase: Ms. Hardekopf discussed the security fee increase for next year effective in January. Ms. Hardekopf suggested an option of decreasing the frequency of drive-throughs to cut costs. Ms. Hardekopf will provide service options and additional security bids for Board review at the next meeting.
- b. Review and Consider Approval for Tree Wrap Proposal: Ms. Hardekopf discussed a proposal for tree wrap to help protect trees during the winter weather. The proposal is for \$1,829. Ms. Hardekopf also presented a proposal for winter watering of the trees and shrubs that costs \$4,085 per occurrence. Director Laurencelle moved to approve the tree wrap proposal; seconded by Director Herzberg. Motion passed unanimously. After review, Director Laurencelle moved to approve the proposal for winter watering; seconded by Director Herzberg. Motion passed unanimously.
- c. Review 2023 Draft Budget and 2022 Amended Budget: Ms. Hardekopf noted the District will not need to amend the 2022 budget. Ms. Hardekopf presented the 2023 draft budget for Board review. The Budget Hearing will be held at the November Board meeting.

The Board discussed the costs associated with managing violations. President Farrar suggested finding out if we can send warnings by email to cut costs. Ms. Hardekopf noted a customer web portal option as well. Ms. Hardekopf will provide more information at the next meeting.

8. District Management Matters & Report

- a. Review Managers Update & Report: Ms. Hardekopf presented the monthly Manager's Report. Mr. Whatley provided an update on the Rec Center and pool operations. Mr. Whatley requested the Board consider professional carpet cleaning for the Rec Center and new equipment in the gym to open up more space

that would total an estimated \$3,500. The Board directed Mr. Whatley to get three bids for carpet cleaning and provide details for the gym equipment for review at the next Board meeting.

- b. Continue Discussion on Events Committee: Ms. Hardekopf reported they did a sex offender search in the area, and none were found. She noted that WSDM will continue to update the search on a monthly basis to help ensure risk evaluation with insurance.
    - i. Board Review and Consider Winner of the October Coloring Contest: There was no discussion.
  - c. Continue Discussion on City of Fountain Conversation around Parks and Recreation: There was no update.
  - d. Review Proposal to Add Bulletin Board by Little Library on Hidden Prairie Parkway: Ms. Hardekopf presented a request for a bulletin board by the little library. President Farrar recommended the Metro District install more bulletin boards at mailboxes. Director Laurencelle suggested a different location by the mailboxes. The Board discussed having a rec center employee manage the existing District bulletin boards along with any future bulletin boards at mailboxes.
9. VCC Board Update: Ms. Hardekopf reported the new VCC Board had their first meeting last month.
10. Public Comment: Ms. Hardekopf opened the meeting for public comment. A member of the public asked about a trunk or treat at the Rec Center. Ms. Hardekopf will make sure nothing is required by the City of Fountain for hosting a trunk or treat at the Rec Center. Director Herzberg noted a large trunk or treat event at City Hall on Friday.

Mr. Whatley discussed security at the Rec Center and the option of improving coverage with additional cameras. The Board will discuss further at the next meeting.

11. Other Business:
- a. Next Regular Meeting Date: The next meeting is scheduled for November 21, 2022 at 6:00 PM.
12. Adjourn: Director Herzberg moved to adjourn at 7:28 PM; seconded by President Farrar. Motion passed unanimously.

Respectfully submitted,

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

THESE MINUTES ARE APPROVED AS THE OFFICIAL OCTOBER 17, 2022,  
MINUTES OF THE VENTANA METROPOLITAN DISTRICT BY THE BOARD OF  
DIRECTORS SIGNING BELOW:

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Eric Farrar, President

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Christina Sparks, Vice President

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Michael Laurencelle, Treasurer

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Patrick Jarrett, Assistant Secretary

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Jennifer Herzberg, Assistant Secretary





# Ventana Metropolitan District

## PAYMENT REQUEST

11/15/2022

### GENERAL FUND ACCOUNT

Company	Invoice	Date		Comments
Cintas	OF47568163	11/4/2022	1,030.89	
City of Fountain Utilities	10005472-02	10/17/2022	3,759.57	Auto Pay - Rec
City of Fountain Utilities	10005630-03	10/17/2022	5,035.63	Auto Pay - Park
City of Fountain Utilities	10005686-02	10/17/2022	590.65	Auto Pay - Tract
City of Fountain Utilities	10006794-01	10/17/2022	1,126.30	Auto Pay - Tract
City of Fountain Utilities	10006795-00	10/17/2022	24.06	Auto Pay - Tract
Colorado Interactive, LLC	820038	9/30/2022	400.00	
Colorado Springs Cleaning Supplies	91070	11/9/2022	128.97	
Comcast	849790010058248	11/2/2022	370.33	
HBS	FR2490041	11/1/2022	6,939.44	
Signal 88, LLC	3602148	7/2/2201	816.79	
Susemihl, McDermott & Downie, P.C	34714	9/30/2022	831.25	
Walker Schooler District Managers	7236	10/31/2022	4,864.55	
Weisburg Landscape Maintenance	47662	10/18/2022	295.50	
Weisburg Landscape Maintenance	47736	10/31/2022	4,420.00	
Weisburg Landscape Maintenance	47793	10/18/2022	250.00	
Weisburg Landscape Maintenance	47810	10/25/2022	283.50	
Weisburg Landscape Maintenance	47829	10/25/2022	1,829.00	
<b>TOTAL</b>			<b>\$ 32,996.43</b>	

### BOND FUND ACCOUNT

Description	Date	Amount	Comments
CH Metrobonds	11/10/2022	\$ 283,019.12	Interest Payment
<b>TOTAL</b>		<b>\$ 283,019.12</b>	

**TOTAL FOR ALL FUNDS**

\$ 316,015.55

\_\_\_\_\_, Director



Ventana Metropolitan District  
**Balance Sheet**  
 As of October 31, 2022

	<u>Oct 31, 22</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1105 · Eastern Colorado Bank -Checking	211,612.48
1106 · Eastern Colorado Bank - Savings	294,019.12
1110 · Kirkpatrick Bank	4,396.87
<b>Total Checking/Savings</b>	<u>510,028.47</u>
<b>Accounts Receivable</b>	
1-1230 · Property Taxes Receivable	1.51
<b>Total Accounts Receivable</b>	<u>1.51</u>
<b>Other Current Assets</b>	
1310 · Due from Developer	32,741.59
1390 · Undeposited Funds	7,021.87
<b>Total Other Current Assets</b>	<u>39,763.46</u>
<b>Total Current Assets</b>	549,793.44
<b>Fixed Assets</b>	
<b>Property and Equipment</b>	
Community Improvements	460,261.56
<b>Total Property and Equipment</b>	<u>460,261.56</u>
1505 · Parks	1,500,000.00
1510 · Pool	718,000.00
1540 · Accumulated Depreciation	-597.00
<b>Total Fixed Assets</b>	<u>2,677,664.56</u>
<b>TOTAL ASSETS</b>	<u><u>3,227,458.00</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2010 · Accounts Payable	26,498.08
<b>Total Accounts Payable</b>	<u>26,498.08</u>
<b>Other Current Liabilities</b>	
2022 · Deferred Property Tax Revenue	1.51
2035 · Interest Payalbe OPRIC	611,811.00
2100 · Payroll Liabilities	1,436.69
<b>Total Other Current Liabilities</b>	<u>613,249.20</u>
<b>Total Current Liabilities</b>	639,747.28
<b>Long Term Liabilities</b>	
Accrued Interest OPRIC	862,371.19
Advances from OPRIC	738,692.00
Bonds Payable - CH Metrobonds	4,464,400.00
<b>Total Long Term Liabilities</b>	<u>6,065,463.19</u>
<b>Total Liabilities</b>	6,705,210.47
<b>Equity</b>	
3000 · Opening Balance Equity	24,298.52
3910 · Retained Earnings	-3,736,374.82
Net Income	234,323.83
<b>Total Equity</b>	<u>-3,477,752.47</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>3,227,458.00</u></u>

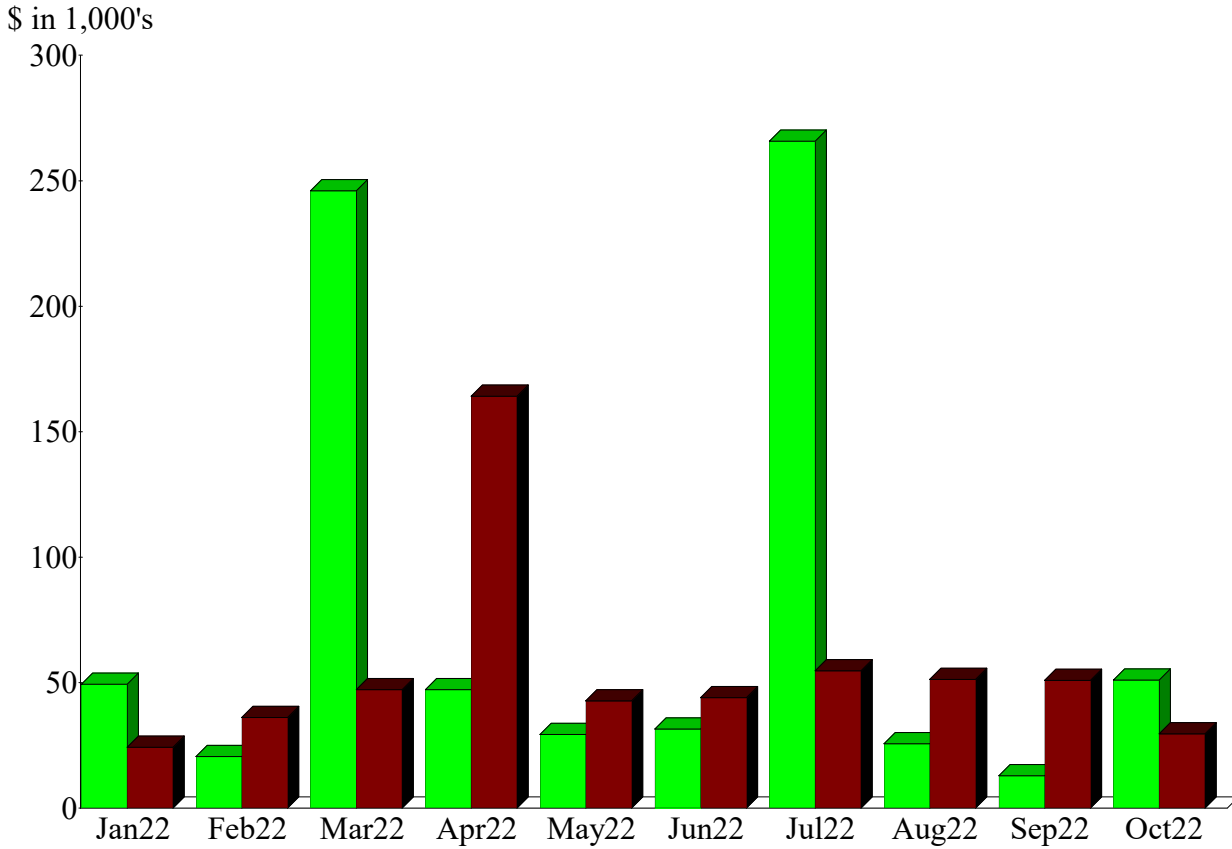
## Ventana Metropolitan District Profit & Loss Budget vs. Actual January through October 2022

	TOTAL				
	Oct 22	Jan - Oct 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Treasurer Taxes</b>					
1-1400 · Current - O&M	0.00	106,304.59	106,304.92	-0.33	100.0%
1-1500 · Specific Ownership - O&M	945.30	8,295.26	7,441.34	853.92	111.48%
1-1520 · Delinquent Int - O&M	0.00	12.10			
2-1000 · Current- Debt	0.00	387,316.58	387,317.76	-1.18	100.0%
2-1200 · Specific Ownership - Debt	3,444.15	30,223.47	27,112.24	3,111.23	111.48%
2-1220 · Delinquent Int - Debt	0.00	44.06			
<b>Total Treasurer Taxes</b>	<u>4,389.45</u>	<u>532,196.06</u>	<u>528,176.26</u>	<u>4,019.80</u>	<u>100.76%</u>
1-1000 · Late Fee	110.00	2,195.18	500.00	1,695.18	439.04%
1-1100 · Recreation Center Dues					
1-1105 · Ventana Residents	22,051.04	171,686.30	160,000.00	11,686.30	107.3%
1-1100 · Recreation Center Dues - Other	-135.00	270.00			
<b>Total 1-1100 · Recreation Center Dues</b>	<u>21,916.04</u>	<u>171,956.30</u>	<u>160,000.00</u>	<u>11,956.30</u>	<u>107.47%</u>
1-1200 · Trash Service	13,008.04	46,599.55	68,400.00	-21,800.45	68.13%
1-1300 · Rental Security Deposit	0.00	200.00			
1-1600 · Park Fee Advance	0.00	6,000.00			
1-180 · Covenant Violation Fine	90.00	970.00	500.00	470.00	194.0%
1-1920 · CVRF Grant	4,250.00	8,500.00			
3-1300 · Park Permit Fee	7,236.00	10,884.00			
<b>Total Income</b>	<u>50,999.53</u>	<u>779,501.09</u>	<u>757,576.26</u>	<u>21,924.83</u>	<u>102.89%</u>
<b>Gross Profit</b>	50,999.53	779,501.09	757,576.26	21,924.83	102.89%
<b>Expense</b>					
<b>Fees Due</b>					
Permits	0.00	110.00			
<b>Total Fees Due</b>	<u>0.00</u>	<u>110.00</u>			
<b>Treasurer's Fee</b>					
1-1450 · O&M-Treasurer's Collection Fee	0.00	1,594.75	1,594.57	0.18	100.01%
2-1050 · Debt-Treasurer's Collection Fee	0.00	5,810.40	5,809.77	0.63	100.01%
<b>Total Treasurer's Fee</b>	<u>0.00</u>	<u>7,405.15</u>	<u>7,404.34</u>	<u>0.81</u>	<u>100.01%</u>
1-1700 · Audit	0.00	8,825.00	9,000.00	-175.00	98.06%
1-1800 · Board Election	0.00	5,151.25	10,000.00	-4,848.75	51.51%
1-1900 · Copies & Postage	209.55	3,886.20			
1-2000 · Recreation Center					
1-2300 · Utilities	4,119.90	36,797.56	35,000.00	1,797.56	105.14%
1-2302 · Cleaning Service	0.00	9,451.40	16,800.00	-7,348.60	56.26%
1-2305 · Security	830.18	9,101.51	14,000.00	-4,898.49	65.01%
1-2306 · Maintenance/ Repairs	7,078.00	19,968.21	5,000.00	14,968.21	399.36%
1-2310 · Supplies	0.00	2,608.72	4,000.00	-1,391.28	65.22%
<b>Total 1-2000 · Recreation Center</b>	<u>12,028.08</u>	<u>77,927.40</u>	<u>74,800.00</u>	<u>3,127.40</u>	<u>104.18%</u>
1-2001 · Pool Expense					
1-2010 · Season Start Up/ Finish	0.00	375.80	6,000.00	-5,624.20	6.26%
1-2020 · Chemicals	607.01	9,652.29	8,000.00	1,652.29	120.65%

## Ventana Metropolitan District Profit & Loss Budget vs. Actual January through October 2022

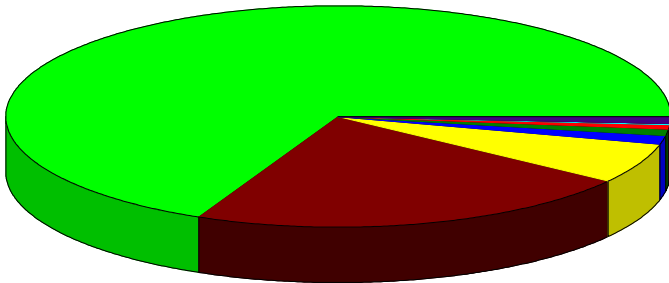
	TOTAL				
	Oct 22	Jan - Oct 22	Budget	\$ Over Budget	% of Budget
1-2030 · Summer Operations	0.00	0.00	10,000.00	-10,000.00	0.0%
1-2040 · Water	0.00	0.00	250.00	-250.00	0.0%
1-2050 · Repair/ Maintenance	0.00	587.05	5,000.00	-4,412.95	11.74%
1-2001 · Pool Expense - Other	0.00	350.00			
<b>Total 1-2001 · Pool Expense</b>	<b>607.01</b>	<b>10,965.14</b>	<b>29,250.00</b>	<b>-18,284.86</b>	<b>37.49%</b>
1-6020 · Advertising	0.00	44.46			
1-6090 · Business License & Fees	0.00	10.00			
1-6160 · Dues and Subscriptions	0.00	828.82	1,000.00	-171.18	82.88%
1-6180 · Insurance	0.00	-353.53	12,500.00	-12,853.53	-2.83%
1-6200 · Park/ Landscape					
1-6205 · Maintenance	0.00	36,521.75	85,000.00	-48,478.25	42.97%
1-6210 · Utilities	6,776.64	43,027.07	70,000.00	-26,972.93	61.47%
1-6200 · Park/ Landscape - Other	0.00	4,453.84			
<b>Total 1-6200 · Park/ Landscape</b>	<b>6,776.64</b>	<b>84,002.66</b>	<b>155,000.00</b>	<b>-70,997.34</b>	<b>54.2%</b>
1-6240 · Miscellaneous	0.00	0.00	10,000.00	-10,000.00	0.0%
1-6490 · Office Supplies	0.00	1,542.10	5,000.00	-3,457.90	30.84%
1-6620 · Rental Security Deposit Refund	0.00	3,415.38			
2-6000 · Capital Improvements	0.00	20,029.86			
2-6075 · Bond Expense					
Cost of Issuance	-1,101.00	18,399.00			
2-6080 · Legal	0.00	53,802.35			
<b>Total 2-6075 · Bond Expense</b>	<b>-1,101.00</b>	<b>72,201.35</b>			
2-6200 · Interest Expense					
2-6202 · Loan Interest	0.00	77,896.07			
<b>Total 2-6200 · Interest Expense</b>	<b>0.00</b>	<b>77,896.07</b>			
6560 · Payroll Expenses	6,426.34	61,427.48	75,000.00	-13,572.52	81.9%
6570 · Professional Fees					
1-2500 · Trash Service	0.00	44,066.87	50,000.00	-5,933.13	88.13%
1-2701 · District Management	3,000.00	30,000.00	36,000.00	-6,000.00	83.33%
1-2705 · VCC - Covenant Enforcement	1,655.00	23,030.00	28,500.00	-5,470.00	80.81%
1-6572 · Legal Fees	0.00	12,096.53	15,000.00	-2,903.47	80.64%
<b>Total 6570 · Professional Fees</b>	<b>4,655.00</b>	<b>109,193.40</b>	<b>129,500.00</b>	<b>-20,306.60</b>	<b>84.32%</b>
<b>Total Expense</b>	<b>29,601.62</b>	<b>544,508.19</b>	<b>518,454.34</b>	<b>26,053.85</b>	<b>105.03%</b>
<b>Net Ordinary Income</b>	<b>21,397.91</b>	<b>234,992.90</b>	<b>239,121.92</b>	<b>-4,129.02</b>	<b>98.27%</b>
<b>Other Income/Expense</b>					
<b>Other Income</b>					
2-7010 · Interest Income - Debt	48.32	80.71			
7030 · Other Income	0.00	0.02			
<b>Total Other Income</b>	<b>48.32</b>	<b>80.73</b>			
<b>Other Expense</b>					
8010 · Other Expenses	0.00	749.80			
<b>Total Other Expense</b>	<b>0.00</b>	<b>749.80</b>			
<b>Net Other Income</b>	<b>48.32</b>	<b>-669.07</b>			
<b>Net Income</b>	<b>21,446.23</b>	<b>234,323.83</b>	<b>239,121.92</b>	<b>-4,798.09</b>	<b>97.99%</b>

Income and Expense by Month  
January through October 2022



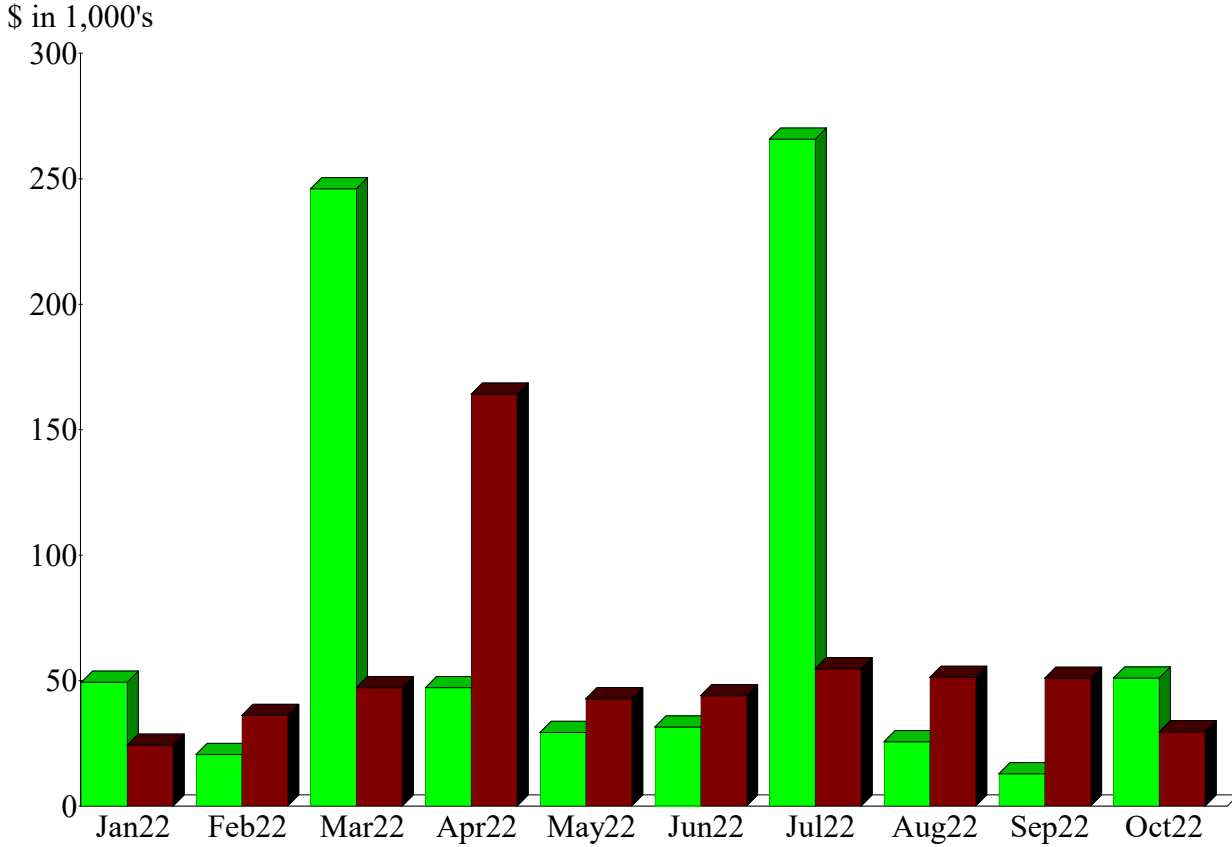
Income Summary  
January through October 2022

Treasurer Taxes	68.27%
1-1100 · Recreation Center Dues	22.06
1-1200 · Trash Service	5.98
3-1300 · Park Permit Fee	1.40
1-1920 · CVRF Grant	1.09
1-1600 · Park Fee Advance	0.77
1-1000 · Late Fee	0.28
1-180 · Covenant Violation Fine	0.12
1-1300 · Rental Security Deposit	0.03
2-7010 · Interest Income - Debt	0.01
7030 · Other Income	0.01
<b>Total</b>	<b>\$779,581.82</b>



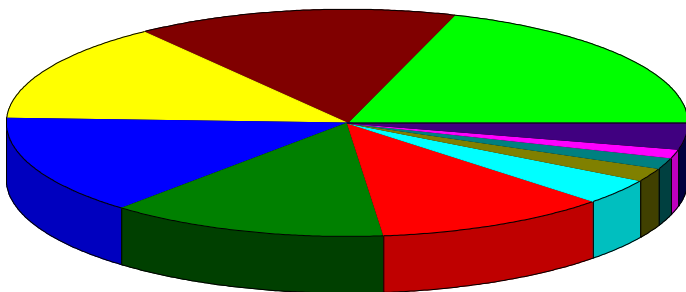
By Account

Income and Expense by Month  
January through October 2022



Expense Summary  
January through October 2022

6570 · Professional Fees	20.03%
1-6200 · Park/ Landscape	15.41
1-2000 · Recreation Center	14.29
2-6200 · Interest Expense	14.29
2-6075 · Bond Expense	13.24
6560 · Payroll Expenses	11.27
2-6000 · Capital Improvements	3.67
1-2001 · Pool Expense	2.01
1-1700 · Audit	1.62
Treasurer's Fee	1.36
Other	2.82
<b>Total</b>	<b>\$545,257.99</b>



By Account





**INTERGOVERNMENTAL AGREEMENT  
(VENTANA / CITY OF FOUNTAIN))**

This Intergovernmental Agreement (“IGA”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_ 2022 by and between the Ventana Metropolitan District (“District”) and the City of Fountain, Colorado (“Fountain”).

**RECITALS**

- A. The above entities are both political subdivisions of the State of Colorado formed pursuant to Colorado Revised Statutes.
- B. The boundaries of the District are within the City Limits of Fountain and 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 for the approximate map of Open Space AND Legal Description.
- E. The District is agreeing to maintain a portion of this Open Space, as a benefit to the District rate payers, which portion is shown in EXHIBIT B.
- F. 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.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

The District agrees to provide vegetation control 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 Fountain maintaining the balance of the Open Space as reflected in EXHIBIT B.

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

Either party may terminate this service at their discretion, otherwise to be presumed renewed annually.

The District does not provide any warranties, implied or otherwise, associated with this service.

CITY OF FOUNTAIN

BY: \_\_\_\_\_

VENTANA METROPOLITAN DISTRICT

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



**EXHIBIT B**





## **ELECTION RESOLUTION FOR 2023 REGULAR DISTRICT ELECTION**

### **VENTANA METROPOLITAN DISTRICT**

WHEREAS, the terms of office of two directors will be up for election at the regular special District election to be held on May 2, 2023 (“Election”); and

WHEREAS, in accordance with the provisions of the Special District Act (“Act”) and the Uniform Election Code of 1992 (“Code”), and the Election must be conducted to elect 2 Directors to serve for a term of four (4) years;

NOW, THEREFORE, be it resolved by the Board of Directors of the Ventana Metropolitan District in the County of El Paso, State of Colorado that:

1. The regular election of the eligible electors of the District shall be held on May 2, 2022, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At the time, 2 Directors will be elected to serve a three-year term.

2. The Election shall be conducted as a mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall notify the Colorado Secretary of State of the District’s determination and submit a Plan for conducting the mail ballot Election, which may be based on the standard plan adopted by the Secretary of State. There shall be no election precinct or polling place. All mail ballots shall be returned to the Designated Election Official’s office.

3. The Board of Directors hereby designate Peter M. Susemihl as the Designated Election Official of the District, who is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and the Act, Code, TABOR or other applicable laws. The Election shall be conducted in accordance with the Act, Code, TABOR and other applicable laws. Among other matters, the Designated Election Official shall publish the call for nominations, appoint election judges as necessary, appoint the Canvass Board, arrange for the required notices of election, and printing of ballots, and direct that all other appropriate actions be accomplished.

4. Applications for mail-in ballots may be filed with the Designated Election Official at 660 Southpointe Ct., Suite 210, Colorado Springs, CO 80906, no later than the close of business on the 7<sup>th</sup> day prior to the election (Thursday, April 23, 2023), if the mail-in ballot is to be mailed to the elector, or until the close of business on the Friday immediately preceding the election (Friday, April 24, 2023), if the mail-in ballot will not be mailed to the elector.

5. Self-Nomination and Acceptance forms are available at the Designated Election Official’s office located at the above address. All candidates must file a Self-

Nomination and Acceptance form with the Designated Election Official no later than the close of business (time: 5:00 p.m.) on Friday, February 24, 2023.

6. If the only matter before the electors is the election of Directors of the District and if, at the close of business on February 28, 2023, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent no later than February 28, 2023, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with the Code.

7. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board's intention that the various provisions hereof are severable.

8. Any and all actions previously taken by the Designated Election Official or the Secretary of the Board of Directors or any other persons acting on their behalf pursuant to the Act, the Code or other applicable laws, are hereby ratified and confirmed.

9. All acts, orders, and resolutions, or parts thereof, of the Board which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

10. The provisions of this Resolution shall take effect immediately.

ADOPTED AND APPROVED this 1<sup>st</sup> day of November 2022.

VENTANA METROPOLITAN DISTRICT

By \_\_\_\_\_  
President

ATTEST:

By \_\_\_\_\_  
Secretary







## RE: Annual Engagement Letter

This agreement constitutes a Statement of Work (“SOW”) to the Original Service Agreement made by and between WSDM – District Managers and **Ventana Metropolitan District** (“the District”). This engagement letter serves as a renewal to the service provided or additional service to be provided as prescribed below.

### Management Services

1. Meeting and Reporting Services – WSDM will continue to provide the following services:
  - a. Coordinate Board meetings, prepare and distribute meeting agenda. Preparation, filing and posting of legal notices required in conjunction with the meeting.
  - b. Ensure meeting notices are properly and timely posted.
  - c. Contact Board members 72 hours prior to a scheduled meeting to ensure a quorum will be present. In the event of a cancelation of a meeting, contact and advise all parties of the cancelation and any changes to the meeting date, time and place, if available.
  - d. Meeting packets will be distributed by U.S. Mail and/or email, as determined by the Board
  - e. Prepare for and attend regular and special meetings of the Board.
  - f. Draft, revise and finalize the minutes of the meeting and circulate for review and comment to ensure all statutory requirements have been met.
  - g. Prepare and maintain a record of all Board members, consultants and vendors. Direct and oversee all service providers, consultants and employees.
  - h. Prepare and make annual compliance filings (but not judicial filings) with the various State and County officials, as required. Coordinate review and approval of annual compliance filings with the attorney.
  - i. Respond to inquiries made by various officials, property owners or consultants in a timely and professional manner.
  - j. Set up and maintain the official records of the District and service as official custodian for same pursuant to the Colorado Open Records Act.
  - k. Monitor requirements pertaining to HB 1343 (Illegal Aliens).
  - l. Insurance administration, including evaluating risks, comparing coverage, process claims, completing applications, monitoring expiration dates, processing routine written and telephone correspondence. Ensure that all District contractors and subcontractors maintain required coverage for the District's benefit. Obtain quotes for insurance annually.

2. ~~Elections~~—Service as a Designated Election Official (DEO) for district elections with familiarity with various laws, including, but not limited to the Special District Act, the Colorado Local Government Election Code, the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, and Article X, § 20 of the Colorado Constitution ("TABOR")
3. ~~Construction Oversight~~—we may provide extensive construction management. Our current experience principals have funded and managed over \$100,000,000 in public infrastructure including roads, water, wastewater, electric, gas, telecommunications and stormwater facilities.
4. Website Administration – continue extensive experience with creating and updating the District websites, specifically including the State Internet Portal Authority funded sites (SIPA). Or continue hosting the district website under [www.wsdistricts.co](http://www.wsdistricts.co).
5. Employee management – management of full or part time employees including Operators in Responsible Control (ORC), field and operations employees, administrative employees, part time seasonal employees, Certified Pool Operators, etc. Maintain compliance with Human Resource aspects like; labor statutes, insurance, training, safety, etc. issues. Also, automated payroll services
6. Covenant enforcement and CCR Management – WSDM will continue to provide the following services:
  - a. Management of Architectural Control Committees or Design Review Committees, including, but not limited to, coordination of meetings and preparation of meetings.
  - b. Community inspections and review of proposed improvements or architectural requests.
  - c. Provide enforcement of the recorded CCRs (Covenant, Conditions, and Restrictions) and Design Guidelines including, but not limited to, violation tracking and imposition of fines.
7. Insurance – WSDM will continue to be the liaison for the annual insurance renewal and payment, as well coordination for any insurance claims, as needed, and complete the annual insurance audit to ensure the district is properly covered.
8. ~~Inclusion/ Exclusions of Property~~—WSDM will provide, assistance with Legal Counsel, to coordinate any property inclusions into the District Boundaries or any property exclusions out of the District Boundaries. Determine property eligibility, present to the Board for approval, and file with proper local governing body.

### **Accounting and bookkeeping**

1. Standard Service – WSDM will continue to provide the following services (with a Certified Public Accountant):
  - a. Accounting:
    - i. Prepare monthly, quarterly and annual financial statements for the monthly meeting packets.
    - ii. Reconcile bank statements and trustee statements on a monthly basis.

- iii. Coordinate bank account setup and maintenance of signature cards.
  - iv. Prepare and file Continuing Disclosure Notices with the Trustee and other required parties. Coordinate review with legal counsel.
  - v. Coordinate capital project draws and requisitions.
  - vi. Prepare and review all payments of claims prior to release to ensure funds are available.
  - vii. Monthly review of all expenditures and coordinate preparation and distribution of same with the manager for the District to monitor the district is on track with the budget and appropriated expenditures.
- b. Accounts Payable:
- i. Receive and review invoices for accuracy and appropriateness for payment. Code the invoices in accordance with the budgeted line item.
  - ii. Prepare issuance of checks (or virtual checks) to be presented to the Board for approval and signatures. The claims (Payables) list will be included in the monthly meeting packets.
  - iii. Prepare funding requests, if required.
  - iv. Release checks to vendors when all approvals and funding have been received.
- c. Accounts Receivable:
- i. Process deposit of revenues
  - ii. Process bank charges and other miscellaneous accounts receivable matters.
- d. Financial Projections:
- i. Provide multi-year forecasting on Board request
  - ii. ~~Provide a Utility consumption versus rate analysis, and possible water loss calculations~~
  - iii. Provide commercial billing and rate structure analysis.
- e. Budgets:
- i. Prepare annual budget and budget message for approval by the Board and coordinate with legal counsel for same.
  - ii. Prepare or assist in the preparation of supplemental and/or amended budgets and accompanying documents, if required.
  - iii. Prepare and assist in the compliance of filing the annual Budget, or amendment, as needed.
- f. Audits:
- i. Obtain proposals for conducting the annual audit for consideration at budget hearing meeting. Proposals should be included in the meeting packet.
  - ii. Coordinate and participate in audit bids, engagements, fieldwork and audit draft review.
  - iii. Assist the auditor in performing the annual audit, to accomplish timely completion and filing by statutory deadline.
  - iv. Help present the Annual Audit for approval by the Board to be filed in compliance with State, local, and federal requirements.
- g. Bonds:
- i. Monitor and comply with Bond documents, State Statute, and Auditing requirements
  - ii. Transfer debt obligated funds to correct Reserve Funding accounts as applicable

- iii. Coordinate principal and interest payments as required by the governing documents.
- iv. Coordinate with Bond counsel to issue bonds as directed by the Board of Directors
- v. Coordinate the proper compliance filing including but not limited to the DLG-30, etc.
- h. Developer Reimbursements/ Advances:
  - i. Coordinate with Developers to ensure all advances are received, tracked, or accounted for to fund the district as needed.
  - ii. Monitor and comply with Developer Reimbursement agreements and Auditing requirements
  - iii. Coordinate principal and interest payments required by the Reimbursement agreement

### **Billing and Collections**

1. Standard Services—WSDM will continue to utilize the Continental Utility Solutions, Inc. (CUSI) billing software for the residents, BILL billing software, or QuickBooks billing software—as seen applicable.
  - a. CUSI system is compatible with the Automatic Meter Reading (AMR), Badger Beacon systems as well as state of the art integration with direct payment options (~~Customer Web Portals~~, ACH, and Credit Card).
2. Additional Standard Services will include:
  - ~~a. Provide resolution of re-reads for meter reads, if necessary.~~
  - ~~b. Customize billing system to download meter readings directly into accounting software to allow for automatic updates to customer accounts.~~
  - c. Produce and transmit customer invoices to a mailing facility or perform the mailing in house, whichever is more economical.
  - d. Process and make daily deposits of all receipts mailed directly to the billing company, as necessary.
  - e. Communicate with customers and transmit Automated Clearing House ("ACH") authorization forms allowing the District to initiate an ACH withdrawal of the customer bill directly from their checking or savings account. Initiate ACH batches using dual controls.
  - f. Coordinate and provide correspondence regarding terminations, delinquencies, payment plans and shut-off notices in compliance with the District's collection policies and in coordination with the District's legal counsel.
  - g. Process payoff requests from title company for closings and set up new ownership information.
  - h. Collect transfer fee due upon the transfer of and account or property.
  - i. Process payment arrangements for customers facing economic hardship at the direction of the Board.
  - j. Process and transmit delinquent notices.
  - ~~k. Process shutoff notices and direct the District's operator to proceed with shutoff.~~

- l. Certify delinquent accounts with the County, as applicable, in coordination with the District's legal counsel.
- m. Coordinate processing of statements of liens with the District's legal counsel, and release of liens as account are paid current.
- n. Respond to customer calls and inquiries in a timely and professional manner.
- o. ~~Track tap fee payments and coordinate with the Water Operator to provide installation of a new Tap for water utility.~~

**Customer Service**

- 1. WSDM will continue to provide customer service support by phone, email, social media, and text messaging, and fax to help all customers with their inquiries, questions, or request for information.
- 2. WSDM will continue to provide access to a 24-hour emergency number at 719-447-4840.
- 3. WSDM will continue to collaborate with security teams and monitor any security camera's as needed.
- 4. All customer inquiries will have a response to them within 1 hour during regular business hours or immediately the following business day, if not an emergency.

**Hourly Rates**

WSDM will continue to provide all applicable services as listed to the District at a monthly cost or not to exceed contractual monthly limit of **\$7,500/ month.**

Principal	\$225.00
Senior Manager	\$180.00
Senior Accountant (CPA)	\$190.00
Assistant Manager	\$150.00
Bookkeeper	\$ 75.00
Administrative/ Supporting Staff	\$ 50.00

- *Signature Page to Follow* -

Thank you,



Kevin Walker,  
President of WSDM, LLC

APPROVED AS SIGNED:

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Signature

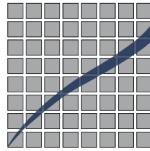
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Title

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Date





## BiggsKofford

CERTIFIED PUBLIC ACCOUNTANTS

October 13, 2022

Ventana Metropolitan District  
Board of Directors  
Via email: sue.g@wsdistricts.co

We are pleased to confirm our understanding of the services we are to provide for Ventana Metropolitan District ("District") as of and for the year ended December 31, 2022.

### Audit Scope and Objectives

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We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2022. Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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



We understand that the following people or entities will use these financial statements for the enumerated purposes:

**USER**

**PURPOSE**

State of Colorado

To assist with regulatory oversight

Management

To provide assurance on the financial statements to enhance management decision-making

El Paso County

To aid in regulatory oversight

You agree that you will discuss the suitability of this presentation with us if you intend to submit these financial statements to other users or to any of the identified users for different purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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### **Audit Procedures – Compliance**

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

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### **Other Services**

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

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

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

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

Management is responsible for making drafts of the financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial

statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

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

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

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

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

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

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

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

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

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

You understand that we provide clients with services specifically focused on identifying and addressing deficiencies in internal controls, and on searching for the existence of fraud within the entity. If you would like us to perform these services, we would be happy to discuss that opportunity with you. However, you acknowledge that those services are outside the scope of this engagement and are not included in the fees detailed below.

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

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

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

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

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

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

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

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

Our fees for this engagement are not contingent on the results of our services. We estimate that our fees for these services will be \$9,325. You will also be billed for travel and other out-of-pocket expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered semi-monthly as work progresses and are payable on presentation. Any remaining balance will be due upon delivery of your financial statements. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of the termination.

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### Reporting

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

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

Sincerely,

*BiggsKofford, P.C.*

BiggsKofford, P.C.

**RESPONSE:**

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

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





# PROPOSAL

Signal 88, LLC dba Signal 88 Security

3880 S 149th Street, Suite 102  
 Omaha, NE 68144  
 contracts@signal88.com  
 Phone: 877.498.8494  
 Fax: 402.502.2078

Serviced By: Signal 88 of South Colorado Springs

3204 N Academy Blvd  
 Colorado Springs, CO 80917  
**Security Consultant:** Rebecca L Resendes  
 Phone: 719-960-6233  
 Fax: N/A  
 Email: jrresendes@signal88.com

**Security Consultant:** Rebecca L Resendes

**Service Location:**

**Hidden Prairie Parkway**  
 Rebecca Hardekopf  
 11007 Hidden Prairie Parkway  
 Fountain, CO 80817  
 Phone: 719-447-1777  
 Email: rebecca.h@wsdistricts.co

**Bill To:**

**Hidden Prairie Parkway**  
 Rebecca Hardekopf  
 11007 Hidden Prairie Parkway  
 Fountain, CO 80817  
 Phone: 719-447-1777  
 Email: rebecca.h@wsdistricts.co

**Proposal Date:** 11/14/2022  
**Good Through:** 12/14/2022

**Service Dates:**

Start: 1/1/2023  
 End: Ongoing

Fax:

Fax:

<u>Standard Services:</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Week Total</u>	<u>Price Per Service</u>	<u>Total</u>
Vehicle/Foot Patrol	2	2	2	2	2	2	2	14	\$ 13.00	\$ 182.00
Dispatch Fee	1	1	1	1	1	1	1	7	\$ 50.00	\$ 50.00
<b>Week Total</b>									<b>\$</b>	<b>182.00</b>

**Management Company:**

WS District Managers

**Payment Terms:**

Net 15

Monthly Total	\$	791.70
Fuel	8.00% \$	63.34
Taxes	0.00% \$	-
<b>Monthly</b>	<b>\$</b>	<b>905.04</b>

**Description of Services:**

This proposal reflects services including 14 Vehicle/Foot Patrols per week. Vehicle/Foot patrols will generally take place between the hours of 8PM-5AM. Patrol vehicles will be high profile SUV with amber Code 3 light bar, halogen spot light, and tablet for real time reporting to clients. Services include monitoring property for a variety of site specific property violations such as:

- \* Theft and Vandalism
- \* Suspicious Activity

Communication with property manager will be through online reporting accessible through our 88Edge website as well as the Franchise Owner/Director of Operations. Officers will be trained and dressed in Signal 88 Security uniforms with 3M Reflective lettering. Residents will be provided the Signal 88 Security dispatch number to contact our central command center where a live person (supervisor on duty) will be available for assistance. All patrols are weather dependent. The rate will be at time and half during the six holidays below.

**Holidays Include:**  
 New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day

**Agreement**

Client: \_\_\_\_\_

By signing this contract you are agreeing to the description of services herein and as listed in the attached "General Terms & Conditions," and promise to remit payment based upon the above listed terms. Quoted price good for 30 days.

S88: \_\_\_\_\_

## SECURITY-SERVICES AGREEMENT TERMS AND CONDITIONS

1. **Services to Be Performed.** Contractor shall furnish the following Services, if such be indicated on the first page of this Agreement, subject to the terms and conditions herein.
  - a. **Community-Based Roving Patrol Tours.** If so indicated on the first page of this Agreement, Contractor shall perform Community-Based Roving Patrol Tours, which shall consist of roving vehicle patrols of Customer's Location(s), manned by unarmed uniformed security officers, performed in accordance with the times, Location(s), and frequencies specified on the first page of this Agreement. Officers performing such tours shall (i) evaluate the Location(s) for criminal activity, vandalism, disorderly conduct, loitering or other nuisance behavior, lighting conditions and sprinkler operations; (ii) enforce parking and other of Customer's regulations for use of the Location(s); and (iii) conduct random foot patrols to check gates, doors, windows, or lights at Customer's Location(s).
  - b. **Community-Based Dedicated Roving Patrol Tours.** If so indicated on the first page of this Agreement, Contractor shall provide Community-Based Dedicated Roving Patrol Tours, which shall consist of Community-Based Roving Patrol Tours described above, dedicated exclusively to the Location(s) specified on the first page of this Agreement.
  - c. **Armed Dedicated Roving Patrol Tours.** If so indicated on the first page of this Agreement, Contractor shall provide Armed Dedicated Roving Patrol Tours, which shall consist of the services described as Community-Based Dedicated Roving Patrol Tours above, but shall be performed by armed law enforcement personnel or licensed and trained armed civilian security officers.
  - d. **Dedicated Community-Based Security Services.** If so indicated on the first page of this Agreement, Contractor shall provide Dedicated Community-Based Security Services, which shall consist of having unarmed uniformed officers manning security desks designated by Customer and conducting camera patrols via closed circuit television, if applicable, and/or foot patrols, in order to monitor the perimeter of the Location(s). The officers shall also provide escorts for employees, tenants, and customers as requested; conduct interior and exterior lighting and sprinkler assessments; respond to alarms; enforce parking and other of Customer's regulations for use of the Location(s); and use reasonable efforts to ban and bar individuals from the premises as directed by Customer.
  - e. **Dedicated Armed Security Services.** If so indicated on the first page of this Agreement, Contractor shall provide Dedicated Armed Security Services, which shall consist of the Dedicated Community-Based Security Services described above, but shall be performed by armed law enforcement personnel or licensed and trained civilian security officers.
  - f. For all Services indicated on the first page of this Agreement, Contractor shall (i) regularly post activity reports, noting the name of the security guard posting the report, the time of the report, the Location(s) patrolled, and any unusual incidents or hazardous conditions observed; (ii) provide Customer with secure access to such reports; and (iii) cooperate with investigations concerning incidents of criminal activity, provided that Customer shall compensate Contractor for time spent by Contractor with respect to such investigations, at the rates on the first page of this Agreement. All posted activity reports will be kept on file with Contractor for at least five years, but may thereafter be destroyed. Customer may request copies of such reports at any time before the expiration of such period and may arrange the delivery of such reports, at Customer's sole cost and expense.
  - g. If an incident occurs requiring the Customer's immediate attention, Contractor shall notify Customer as soon as practicable after learning of the incident by calling the Emergency Contact listed on the first page of this Agreement or such other persons as Customer may from time to time designate in writing to Contractor.
2. **Delegation of Services.** Contractor may perform the Services itself or may delegate the performance of some or all of the Services to one or more of its franchisees, including without limitation the Service Provider(s) listed on the first page of this Agreement, or to subcontractors. Contractor's franchisees may likewise delegate the performance of Services to their subcontractors.
3. **Security Standards.** Contractor agrees that the Services covered by this Agreement shall be performed in accordance with generally accepted security practices and standards in the industry.
4. **Duties of Customer.** In support of the Services to be provided under this Agreement, Customer shall, at its expense, make adequate provision for the following: (i) advising Contractor of any and all hazards at the Location(s) and dangerous activities being conducted at the Location(s); (ii) maintaining the Location(s) free from unreasonable hazards and unreasonably dangerous activities; and (iii) providing training to all of Customer's employees and contractors as to the nature of Contractor's operations at the Location(s) and as to such other matters as may be reasonably requested by Contractor and/or necessary in order to allow Contractor to perform the Services.
5. **Payment.** For the Services Contractor provides hereunder, Customer agrees to pay Contractor according to the rates set forth on the first page of this Agreement. Contractor shall submit an invoice to Customer according to the schedule selected on the first page of this Agreement, but no less often than monthly. Customer shall remit payment in full for each invoice within fifteen (15) days after the date of such invoice. In the event that Customer should fail to make payment in full of any invoice when due, the amount due under such invoice shall bear interest at the rate of one and one-half percent (1½ %) per month, or the highest rate allowed by law, whichever is less. Customer shall be liable to Contractor for all costs of enforcing the terms of this Agreement, including but not limited to attorney's fees.
6. **Price Changes and Fuel Surcharges.** Contractor may increase prices for Services or impose a fuel surcharge from time to time by giving notice to the Customer either in writing or by notation on a statement of account. If it objects to the changed price or fuel surcharge, Customer shall notify the Contractor in writing within thirty (30) days after the date of first notification of the change or surcharge. In the absence of such objection, the price change shall be deemed accepted by the Customer and shall be considered by the parties as a binding modification to this Agreement, and this Agreement, as so modified, shall remain in full force and effect. If the Customer timely objects, then the Contractor reserves the right to continue this Agreement in full force and effect without any price changes or fuel surcharge.
7. **Term.** The term of this Agreement shall commence on the Start Date, and shall continue until the End Date, unless sooner terminated pursuant to Section 8 of this Agreement.
8. **Termination, Remedies.**
  - a. This Agreement may be terminated by either party at any time in the event of a breach or a failure to comply with any covenant, term, or condition of this Agreement, but only after the non-breaching party has provided written notice of such breach or failure to comply and the same remains uncured for (i) fifteen (15) days after the non-breaching party gives such notice in the event of nonpayment of amounts due hereunder, or (ii) thirty (30) days after non-breaching party gives such notice in the event of any other breach hereunder.
  - b. Contractor may terminate this Agreement for any reason upon giving thirty (30) days' notice to Customer.
  - c. In the event that Customer (i) should breach Section 4 of this Agreement; (ii) should breach any other covenant or obligation hereunder (other than failure to pay amounts due hereunder) and should fail to cure any such breach within fifteen (15) days after the non-breaching party gives notice of said breach; or (iii) should fail to pay any amounts it owes Contractor within thirty (30) days after the applicable invoice date, then Contractor may, in addition to any other remedy it may have by contract, at law or in equity, immediately cease performing Services hereunder.
9. **Insurance.**
  - a. Contractor shall maintain at all times during the term of this Agreement professional liability insurance in occurrence form covering its activities hereunder with an insurance company or companies qualified to write such insurance in the state of Service Provider, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Customer shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Contractor shall be delivered to Customer upon Customer's request.
  - b. Customer shall maintain at all times during the term hereof general liability insurance in occurrence form with an insurance company or companies qualified to write such insurance in the state(s) where the Location or Locations, as the case may be, are located, with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Contractor shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Customer hereunder shall be delivered to Contractor immediately upon issuance by the insurer.
  - c. All policies of insurance required to be maintained by a party hereunder shall be renewed (and policies or certificates, together with evidence of payment of premiums, delivered to the other party immediately upon issuance by the insurer) at least thirty (30) days prior to the respective expiration dates of such policies.
  - d. All of a party's policies of insurance described in Section 9 of this Agreement shall contain an endorsement requiring the insurer to give notice to the other party at least thirty (30) days prior to any cancellation, termination or amendment of the insurance policy.
10. **Cooperation in the Event of a Claim.** In the event that either party becomes aware of any alleged claim of injury or damage arising out of the performance of the Services, such party shall give the other party written notice within two (2) business days thereafter, stating the details of the incident sufficient to identify, if possible, the persons involved, the location and circumstances of the incident, and the names, addresses, and telephone numbers of available witnesses. Failure to provide such notice in a timely manner shall not result in liability to the party obligated to provide notice, except to the extent that such failure results in damage to the party entitled to receive such notice. The parties shall cooperate with one another in good faith in the handling of such claims, including any lawsuits or other proceedings, and in enforcing any right of contribution or indemnity.
11. **Limitation of Liability.** In no event shall either party be liable for any special, consequential, incidental, punitive, or exemplary damages or losses of any kind whatsoever arising out of this Agreement or the performance of the services, regardless of the theory of recovery, even if such party has been advised of the possibility of such loss or damage or if such loss could have been reasonably foreseen.
12. **Non-Solicitation.** During the term of this Agreement and for a period of one year thereafter, Customer shall not directly or indirectly entice, encourage or make any offer to employ, to hire, or to contract with: (i) any current employee, agent, franchisee, or employee or agent of any franchisee of Contractor; or (ii) any person who acted as an employee, agent, franchisee, or employee or agent of any franchisee of Contractor within the prior year.



13. **Confidentiality.** The parties acknowledge and agree that they may receive certain confidential information from the other party, including without limitation, the programs, protocols, business or strategic plans of the other party, and will also possess information relating to this Agreement, including but not limited to the compensation paid to Contractor hereunder (collectively, "Confidential Information"). The receiving party shall not at any time disclose the Confidential Information to any person, firm, partnership, corporation or other entity (other than employees, lenders, professional advisors, franchisees and subcontractors of the receiving party having a need to access the Confidential Information) for any reason whatsoever. Each party shall take actions necessary to ensure that its employees, lenders, professional advisors, franchisees and subcontractors having access to the Confidential Information do not disclose the Confidential Information. Confidential Information shall not include information which (i) was in the receiving party's possession prior to disclosure, (ii) is hereafter independently developed by the receiving party, (iii) lawfully comes into the possession of the receiving party, or (iv) is now or subsequently becomes, through no act or failure to act by the receiving party, part of the public domain. This Section 13 shall survive for a period of five (5) years from the expiration or termination of this Agreement.
14. **Representations and Warranties.** Each party covenants and warrants to the other that: (i) it is an entity duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, (ii) it has the power and capacity to enter into, execute and perform its obligations under this Agreement in accordance with the terms and provisions hereof, and (iii) the execution and delivery of this Agreement have been duly authorized by all proper corporate action.
15. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties dealing with the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement and dealing with the same subject matter shall not be binding upon either party, except to the extent incorporated in this Agreement.
16. **Modification of Agreement.** Except as provided in Section 6 herein, any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
17. **No Waiver.** Waiver of any provision of this Agreement or the performance or enforcement thereof shall not constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. Any such waiver must be in writing duly signed by the waiving party to be effective.
18. **Independent Contractors.** The parties acknowledge that Contractor, its employees and subcontractors, and its franchisees and their employees and subcontractors are independent contractors providing Services to Customer, and nothing herein shall be deemed to constitute or be construed as making Contractor, its employees, or its franchisees or their employees to be agents or employees of the Customer.
19. **Binding Effect.** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.
20. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Nebraska, without regard to its conflict of laws rules. Contractor and Customer agree that any cause of action or litigation arising out of this Agreement shall be filed exclusively in federal or state court in Douglas County, Nebraska, and Contractor and Customer irrevocably consent to the jurisdiction of such courts.
21. **Severability.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
22. **Notices.** Any and all notices provided for herein shall be sufficient if given in writing and hand-delivered or sent by facsimile (with electronic confirmation), registered mail or certified mail to the address set forth for the applicable party on the first page of this Agreement, or such other address as a party may deliver to the other party in writing. Notice given by hand delivery shall be deemed given when delivered. Notice given by facsimile shall be deemed given on the next business day after such notice is sent. Notice given by registered or certified mail shall be deemed given on the third (3rd) day after such notice is sent.
23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, however all of which together shall constitute but one and the same instrument.
24. **Survival.** Sections 5, 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, and 25 shall survive the expiration or termination of this Agreement.
25. **Force Majeure.** No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, acts of war or terrorism, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
26. **Assignment.** Except as otherwise provided herein, the rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party, which consent will not be unreasonably withheld.
27. **Headings.** The titles to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

**AGREEMENT**

By signing this contract you are agreeing to the terms herein, and promise to remit payment based upon the above listed terms .

**Client Signer Block**

I, \_\_\_\_\_ (Printed Name) have read and agree to the aforementioned terms and contract details.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Signal 88 Signer Block**

I, \_\_\_\_\_ (Printed Name) have read and agree to the aforementioned terms and contract details.

\_\_\_\_\_  
Signal 88 Security Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Signal 88, LLC dba Signal 88 Security

3880 S 149th Street, Suite 102  
Omaha, NE 68144  
contracts@signal88.com  
Phone: 877.498.8494  
Fax: 402.502.2078

PROPOSAL

Serviced By: Signal 88 of South Colorado Springs

3204 N Academy Blvd  
Colorado Springs, CO 80917  
Security Consultant: Rebecca L Resendes  
Phone: 719-960-6233  
Fax: N/A  
Email: jrresendes@signal88.com

<b>Service Location:</b> <b>Hidden Prairie Parkway</b> Rebecca Hardekopf 11007 Hidden Prairie Parkway Fountain, CO 80817 Phone: 719-447-1777 Email: rebecca.h@wsdistricts.co	<b>Bill To:</b> <b>Hidden Prairie Parkway</b> Rebecca Hardekopf 11007 Hidden Prairie Parkway Fountain, CO 80817 Phone: 719-447-1777 Email: rebecca.h@wsdistricts.co	<b>Proposal Date:</b> 11/14/2022 <b>Good Through:</b> 12/14/2022  <b>Service Dates:</b> Start: 1/1/2023 End: Ongoing
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Fax: Fax:

Standard Services:	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Week Total	Price Per Service	Total
Vehicle/Foot Patrol	1	2	2	2	2	2	2	13	\$ 13.00	\$ 169.00
Dispatch Fee	1	1	1	1	1	1	1	7	\$ 50.00	\$ 50.00
<b>Week Total</b>									<b>\$</b>	<b>169.00</b>

<b>Management Company:</b> WS District Managers	<b>Payment Terms:</b> Net 15	<table border="1"> <tr> <td>Monthly Total</td> <td>\$</td> <td>735.15</td> </tr> <tr> <td>Fuel</td> <td>8.00%</td> <td>\$ 58.81</td> </tr> <tr> <td>Taxes</td> <td>0.00%</td> <td>\$ -</td> </tr> <tr> <td><b>Monthly</b></td> <td><b>\$</b></td> <td><b>843.96</b></td> </tr> </table>	Monthly Total	\$	735.15	Fuel	8.00%	\$ 58.81	Taxes	0.00%	\$ -	<b>Monthly</b>	<b>\$</b>	<b>843.96</b>
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**Description of Services:**

This proposal reflects services including 13 Vehicle/Foot Patrols per week. Vehicle/Foot patrols will generally take place between the hours of 8PM-5AM. Patrol vehicles will be high profile SUV with amber Code 3 light bar, halogen spot light, and tablet for real time reporting to clients. Services include monitoring property for a variety of site specific property violations such as:

- \* Theft and Vandalism
- \* Suspicious Activity

Communication with property manager will be through online reporting accessible through our 88Edge website as well as the Franchise Owner/Director of Operations. Officers will be trained and dressed in Signal 88 Security uniforms with 3M Reflective lettering. Residents will be provided the Signal 88 Security dispatch number to contact our central command center where a live person (supervisor on duty) will be available for assistance. All patrols are weather dependent. The rate will be at time and half during the six holidays below.

**Holidays Include:**  
 New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day

**Agreement** \_\_\_\_\_ **Client:**

By signing this contract you are agreeing to the description of services herein and as listed in the attached "General Terms & Conditions," and promise to remit payment based upon the above listed terms. Quoted price good for 30 days. **S88:** \_\_\_\_\_

## SECURITY-SERVICES AGREEMENT TERMS AND CONDITIONS

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  - a. **Community-Based Roving Patrol Tours.** If so indicated on the first page of this Agreement, Contractor shall perform Community-Based Roving Patrol Tours, which shall consist of roving vehicle patrols of Customer's Location(s), manned by unarmed uniformed security officers, performed in accordance with the times, Location(s), and frequencies specified on the first page of this Agreement. Officers performing such tours shall (i) evaluate the Location(s) for criminal activity, vandalism, disorderly conduct, loitering or other nuisance behavior, lighting conditions and sprinkler operations; (ii) enforce parking and other of Customer's regulations for use of the Location(s); and (iii) conduct random foot patrols to check gates, doors, windows, or lights at Customer's Location(s).
  - b. **Community-Based Dedicated Roving Patrol Tours.** If so indicated on the first page of this Agreement, Contractor shall provide Community-Based Dedicated Roving Patrol Tours, which shall consist of Community-Based Roving Patrol Tours described above, dedicated exclusively to the Location(s) specified on the first page of this Agreement.
  - c. **Armed Dedicated Roving Patrol Tours.** If so indicated on the first page of this Agreement, Contractor shall provide Armed Dedicated Roving Patrol Tours, which shall consist of the services described as Community-Based Dedicated Roving Patrol Tours above, but shall be performed by armed law enforcement personnel or licensed and trained armed civilian security officers.
  - d. **Dedicated Community-Based Security Services.** If so indicated on the first page of this Agreement, Contractor shall provide Dedicated Community-Based Security Services, which shall consist of having unarmed uniformed officers manning security desks designated by Customer and conducting camera patrols via closed circuit television, if applicable, and/or foot patrols, in order to monitor the perimeter of the Location(s). The officers shall also provide escorts for employees, tenants, and customers as requested; conduct interior and exterior lighting and sprinkler assessments; respond to alarms; enforce parking and other of Customer's regulations for use of the Location(s); and use reasonable efforts to ban and bar individuals from the premises as directed by Customer.
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  - g. If an incident occurs requiring the Customer's immediate attention, Contractor shall notify Customer as soon as practicable after learning of the incident by calling the Emergency Contact listed on the first page of this Agreement or such other persons as Customer may from time to time designate in writing to Contractor.
2. **Delegation of Services.** Contractor may perform the Services itself or may delegate the performance of some or all of the Services to one or more of its franchisees, including without limitation the Service Provider(s) listed on the first page of this Agreement, or to subcontractors. Contractor's franchisees may likewise delegate the performance of Services to their subcontractors.
3. **Security Standards.** Contractor agrees that the Services covered by this Agreement shall be performed in accordance with generally accepted security practices and standards in the industry.
4. **Duties of Customer.** In support of the Services to be provided under this Agreement, Customer shall, at its expense, make adequate provision for the following: (i) advising Contractor of any and all hazards at the Location(s) and dangerous activities being conducted at the Location(s); (ii) maintaining the Location(s) free from unreasonable hazards and unreasonably dangerous activities; and (iii) providing training to all of Customer's employees and contractors as to the nature of Contractor's operations at the Location(s) and as to such other matters as may be reasonably requested by Contractor and/or necessary in order to allow Contractor to perform the Services.
5. **Payment.** For the Services Contractor provides hereunder, Customer agrees to pay Contractor according to the rates set forth on the first page of this Agreement. Contractor shall submit an invoice to Customer according to the schedule selected on the first page of this Agreement, but no less often than monthly. Customer shall remit payment in full for each invoice within fifteen (15) days after the date of such invoice. In the event that Customer should fail to make payment in full of any invoice when due, the amount due under such invoice shall bear interest at the rate of one and one-half percent (1½ %) per month, or the highest rate allowed by law, whichever is less. Customer shall be liable to Contractor for all costs of enforcing the terms of this Agreement, including but not limited to attorney's fees.
6. **Price Changes and Fuel Surcharges.** Contractor may increase prices for Services or impose a fuel surcharge from time to time by giving notice to the Customer either in writing or by notation on a statement of account. If it objects to the changed price or fuel surcharge, Customer shall notify the Contractor in writing within thirty (30) days after the date of first notification of the change or surcharge. In the absence of such objection, the price change shall be deemed accepted by the Customer and shall be considered by the parties as a binding modification to this Agreement, and this Agreement, as so modified, shall remain in full force and effect. If the Customer timely objects, then the Contractor reserves the right to continue this Agreement in full force and effect without any price changes or fuel surcharge.
7. **Term.** The term of this Agreement shall commence on the Start Date, and shall continue until the End Date, unless sooner terminated pursuant to Section 8 of this Agreement.
8. **Termination, Remedies.**
  - a. This Agreement may be terminated by either party at any time in the event of a breach or a failure to comply with any covenant, term, or condition of this Agreement, but only after the non-breaching party has provided written notice of such breach or failure to comply and the same remains uncured for (i) fifteen (15) days after the non-breaching party gives such notice in the event of nonpayment of amounts due hereunder, or (ii) thirty (30) days after non-breaching party gives such notice in the event of any other breach hereunder.
  - b. Contractor may terminate this Agreement for any reason upon giving thirty (30) days' notice to Customer.
  - c. In the event that Customer (i) should breach Section 4 of this Agreement; (ii) should breach any other covenant or obligation hereunder (other than failure to pay amounts due hereunder) and should fail to cure any such breach within fifteen (15) days after the non-breaching party gives notice of said breach; or (iii) should fail to pay any amounts it owes Contractor within thirty (30) days after the applicable invoice date, then Contractor may, in addition to any other remedy it may have by contract, at law or in equity, immediately cease performing Services hereunder.
9. **Insurance.**
  - a. Contractor shall maintain at all times during the term of this Agreement professional liability insurance in occurrence form covering its activities hereunder with an insurance company or companies qualified to write such insurance in the state of Service Provider, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Customer shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Contractor shall be delivered to Customer upon Customer's request.
  - b. Customer shall maintain at all times during the term hereof general liability insurance in occurrence form with an insurance company or companies qualified to write such insurance in the state(s) where the Location or Locations, as the case may be, are located, with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Contractor shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Customer hereunder shall be delivered to Contractor immediately upon issuance by the insurer.
  - c. All policies of insurance required to be maintained by a party hereunder shall be renewed (and policies or certificates, together with evidence of payment of premiums, delivered to the other party immediately upon issuance by the insurer) at least thirty (30) days prior to the respective expiration dates of such policies.
  - d. All of a party's policies of insurance described in Section 9 of this Agreement shall contain an endorsement requiring the insurer to give notice to the other party at least thirty (30) days prior to any cancellation, termination or amendment of the insurance policy.
10. **Cooperation in the Event of a Claim.** In the event that either party becomes aware of any alleged claim of injury or damage arising out of the performance of the Services, such party shall give the other party written notice within two (2) business days thereafter, stating the details of the incident sufficient to identify, if possible, the persons involved, the location and circumstances of the incident, and the names, addresses, and telephone numbers of available witnesses. Failure to provide such notice in a timely manner shall not result in liability to the party obligated to provide notice, except to the extent that such failure results in damage to the party entitled to receive such notice. The parties shall cooperate with one another in good faith in the handling of such claims, including any lawsuits or other proceedings, and in enforcing any right of contribution or indemnity.
11. **Limitation of Liability.** In no event shall either party be liable for any special, consequential, incidental, punitive, or exemplary damages or losses of any kind whatsoever arising out of this Agreement or the performance of the services, regardless of the theory of recovery, even if such party has been advised of the possibility of such loss or damage or if such loss could have been reasonably foreseen.
12. **Non-Solicitation.** During the term of this Agreement and for a period of one year thereafter, Customer shall not directly or indirectly entice, encourage or make any offer to employ, to hire, or to contract with: (i) any current employee, agent, franchisee, or employee or agent of any franchisee of Contractor; or (ii) any person who acted as an employee, agent, franchisee, or employee or agent of any franchisee of Contractor within the prior year.

13. **Confidentiality.** The parties acknowledge and agree that they may receive certain confidential information from the other party, including without limitation, the programs, protocols, business or strategic plans of the other party, and will also possess information relating to this Agreement, including but not limited to the compensation paid to Contractor hereunder (collectively, "Confidential Information"). The receiving party shall not at any time disclose the Confidential Information to any person, firm, partnership, corporation or other entity (other than employees, lenders, professional advisors, franchisees and subcontractors of the receiving party having a need to access the Confidential Information) for any reason whatsoever. Each party shall take actions necessary to ensure that its employees, lenders, professional advisors, franchisees and subcontractors having access to the Confidential Information do not disclose the Confidential Information. Confidential Information shall not include information which (i) was in the receiving party's possession prior to disclosure, (ii) is hereafter independently developed by the receiving party, (iii) lawfully comes into the possession of the receiving party, or (iv) is now or subsequently becomes, through no act or failure to act by the receiving party, part of the public domain. This Section 13 shall survive for a period of five (5) years from the expiration or termination of this Agreement.
14. **Representations and Warranties.** Each party covenants and warrants to the other that: (i) it is an entity duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, (ii) it has the power and capacity to enter into, execute and perform its obligations under this Agreement in accordance with the terms and provisions hereof, and (iii) the execution and delivery of this Agreement have been duly authorized by all proper corporate action.
15. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties dealing with the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement and dealing with the same subject matter shall not be binding upon either party, except to the extent incorporated in this Agreement.
16. **Modification of Agreement.** Except as provided in Section 6 herein, any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
17. **No Waiver.** Waiver of any provision of this Agreement or the performance or enforcement thereof shall not constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. Any such waiver must be in writing duly signed by the waiving party to be effective.
18. **Independent Contractors.** The parties acknowledge that Contractor, its employees and subcontractors, and its franchisees and their employees and subcontractors are independent contractors providing Services to Customer, and nothing herein shall be deemed to constitute or be construed as making Contractor, its employees, or its franchisees or their employees to be agents or employees of the Customer.
19. **Binding Effect.** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.
20. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Nebraska, without regard to its conflict of laws rules. Contractor and Customer agree that any cause of action or litigation arising out of this Agreement shall be filed exclusively in federal or state court in Douglas County, Nebraska, and Contractor and Customer irrevocably consent to the jurisdiction of such courts.
21. **Severability.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
22. **Notices.** Any and all notices provided for herein shall be sufficient if given in writing and hand-delivered or sent by facsimile (with electronic confirmation), registered mail or certified mail to the address set forth for the applicable party on the first page of this Agreement, or such other address as a party may deliver to the other party in writing. Notice given by hand delivery shall be deemed given when delivered. Notice given by facsimile shall be deemed given on the next business day after such notice is sent. Notice given by registered or certified mail shall be deemed given on the third (3rd) day after such notice is sent.
23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, however all of which together shall constitute but one and the same instrument.
24. **Survival.** Sections 5, 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, and 25 shall survive the expiration or termination of this Agreement.
25. **Force Majeure.** No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, acts of war or terrorism, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
26. **Assignment.** Except as otherwise provided herein, the rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party, which consent will not be unreasonably withheld.
27. **Headings.** The titles to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

**AGREEMENT**

By signing this contract you are agreeing to the terms herein, and promise to remit payment based upon the above listed terms .

**Client Signer Block**

I, \_\_\_\_\_ (Printed Name) have read and agree to the aforementioned terms and contract details.

\_\_\_\_\_  
Client Signature Title

\_\_\_\_\_  
Date

**Signal 88 Signer Block**

I, \_\_\_\_\_ (Printed Name) have read and agree to the aforementioned terms and contract details.

\_\_\_\_\_  
Signal 88 Security Signature Title

\_\_\_\_\_  
Date

# We Help Make Your World a Safer Place



**Ventanta Metropolitan District  
Heather Smith**

**Ryan Zeisig**  
Area Business Development Manager  
Ryan.Zeisig@Securitasinc.com | 303-994-7257



## CONFIDENTIALITY STATEMENT

This entire proposal is considered confidential information by Securitas Security Services USA, Inc. and may not be distributed, in whole or in part, to any person, firm or corporation outside of Ventanta Metropolitan District. In addition, this proposal may be distributed only to those employees or affiliates within Ventanta Metropolitan District who have direct responsibility for the proposal/decision-making process.



## An **immersive** experience

Keeping your property secure is our expertise. Your confidence in your site's security is what drives Mobile Guarding. Our specialized Officers, world-class technology and service transparency let you see, and feel, what an intelligent protective services program is all about.

## The market **leader**

Securitas Mobile Guarding is the largest on-demand and proactive patrol provider in North America, providing millions of service calls annually in a fully sustainable fleet with 100% digitized activity.



“Our purpose answers the question why. **Why does Securitas exist?** Why do we get up in the morning and – with pride – put on the uniform? Our purpose influences how we shape our strategy and how we behave. Our purpose unites us. Our purpose comes down to who we are and what we want to achieve.”

Magnus Ahlqvist, President and CEO of Securitas AB

We Help Make Your World a **Safer Place**



November 01, 2022

Heather Smith  
Director of Association Services  
Ventanta Metropolitan District

**Subject: Securitas Mobile Guarding Service Proposal**

Dear Heather,

Thank you for allowing Securitas to present our proposal to address your security concerns.

Our expertise includes preventative site inspection tours and incident/alarm response, along with security solutions that combine video surveillance technology with live Remote Guarding services and Mobile Guarding response. Security solutions are comprehensively customized to address each client's specific needs.

We recognize that synergistic relationships with our clients are crucial to delivering effective security services, so our goal is to build solid partnerships with each client. We do this through our client-centered approach, supported by service quality, advanced management systems and cost-effective pricing.

We welcome the opportunity to assist with Ventanta Metropolitan District's security program and look forward to the next steps in your process.

Respectfully,

Ryan Zeisig, Area Business Development Manager  
Securitas Mobile Guarding  
Ryan.Zeisig@Securitasinc.com | 303-994-7257







# The Power of Presence

## #1 Mobile Guarding Footprint in North America

90%  
Major  
Markets  
Covered

86  
US  
Branches

24  
Canadian  
Branches

1  
Dedicated  
District Manager  
in each local  
Market



Guaynabo, PR



# Securitas Mobile Core Services

## Patrol Inspections

Patrol Inspections by Mobile Officers are a cost-effective solution where your property is checked at random yet regimented times. Inspections are performed by licensed professional Officers who are highly trained in detecting suspicious activity and deterring crime. Mobile Officers drive well-identified Securitas vehicles and complete a detailed incident report for each inspection.

Local Securitas management works with each client to develop customized procedures and determine the most effective frequency and service time window for their unique situations.

## Alarm Response

Securitas Mobile Guarding offers 24/7 alarm response services across the United States and Canada.

Securitas Mobile Officers are specially trained in handling emergency situations to minimize impact. When your alarm system is triggered, a Mobile Officer is dispatched to your facility to investigate. The Officer will assess the situation and determine the best course of action (e.g. contact your representative, maintenance personnel, local law enforcement or emergency services.)

Our 24/7 alarm dispatch capabilities are available whether your alarm system is provided and monitored by Securitas or another vendor. When your alarm system is triggered, our National Communications Center (NCC) receives the call and dispatches the nearest Securitas Mobile Officer.

## First Line Maintenance (FLM)

Securitas Mobile Guarding delivers specialty and FLM services that help our clients to better-manage their operations, and save time, worry and money.

Our specialty services are numerous. For example, FLM services are performed on thousands of ATMs across North America, such as resolving paper jams, printer issues, card jams, etc. We perform alarm panel battery replacements, correct system anomalies, and reset alarms after a cleared event. More broadly, specialized services also can include temperature or equipment checks and adjustments, and testing/reporting pool water pH levels, etc.

## 24/7/365 Communication, Dispatch and Operation Center

The Securitas Operations Centers connects our people, technology, and processes, empowering us to use key information to deliver comprehensive security solutions and to take the correct action for our customers 24/7. Through the Securitas Operations Centers, we are able to coordinate our security solutions more efficiently, with greater accuracy and higher levels of system redundancy.



# Dynamic Reporting through MobileVision

MobileVision is our powerful dispatch, communication, operating and management system. This comprehensive software system supports robust operational, reporting, analytical and future-proofed functionalities and allows us to be data-driven.

Using MobileVision metrics, Securitas can work collaboratively with clients to analyze service delivery, identify what is working well and detect where opportunities for improvement exist.

## Benefits

- Real-time dispatch, communications and updates directly from the field (automated disposition)
- Response times are recorded and instantly uploaded to your client profile
- Tour confirmation data & incident reports are instantly transmitted directly from the field
- Triple redundancy reporting including media, GPS, and time-stamped data points

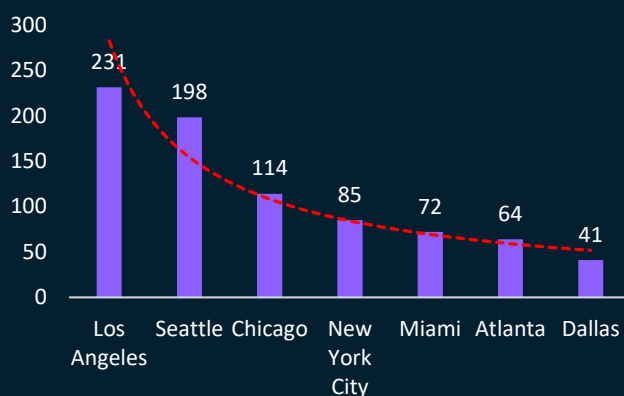
## Functionalities and Analytics

- Built-in geolocation allows Dispatch to identify location & ETA of Mobile Officers
- Allows clear and precise activity volume and performance level reports
- Workflow analytics identifies response time issues
- Robust scheduling component with advanced route optimization functionalities
- Incident Category notification trends activity surges in any given vertical market
- Reports are customizable to what you wish to see

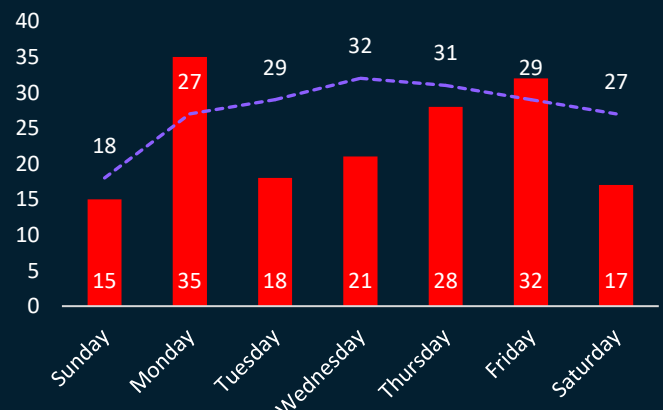
## MobileVision Reports & Tools

- Customizable proactive and reactive reports
- API & EDI connection capabilities
- Client dashboard & notification tree customization

### Multi-site Performance



### Response Trends





# Securitas Operations Centers

## North American Securitas Operations Centers

The Securitas Operations Centers in the United States and in Canada connect our people, technology and processes, enabling us to use key information to deliver comprehensive security solutions and to take the correct action for our customers 24/7. Through the Securitas Operations Centers, we are able to coordinate our security solutions more efficiently, with greater accuracy and higher levels of system redundancy.

Securitas North American operations rely upon three regional operations centers. For any event that might compromise processing at any site center, comprehensive disaster recovery plans are in place. These plans are not only a compendium of procedures and activities designed to restore operations after a business interruption has occurred, they are also an ongoing process of planning, developing, testing, and implementing recovery methods and procedures to optimize a rapid recovery from any minor or major event.



## Proactive Security

Information that is gathered and handled in our Securitas Operations Centers allows us to provide our customers with new and improved security solutions. More importantly, we can be much more proactive in our security work, rather than just react to events as they occur.

Our Remote Guarding Officers work around the clock monitoring sites in real-time across North America. The team evaluates and responds to developing situations and acts as a first line of defense to deter and document unwanted or suspicious activity. Their responsibilities are similar to the Post Orders that our Mobile Officers follow while on duty and include established procedures in the areas of entry management, safety breaches, intrusion detection, video tours and emergency response. Remote Guarding Officers often work with On-site and Mobile Officers in the field. Once they scan the scene looking for unusual activity and see that something is unfolding, they will call a Mobile Unit or the Officers at the location (depending on client requirements) to follow up on the suspicious activity.

In rural locations, law enforcement may be called instead (if no Mobile Unit or On-site Officers are at the site). Also, with many of our entry management locations, our Remote Guarding Officers conduct a shift change with the On-site Officer. We let the Officer out of the front gate and close it behind him/her.



## Pricing for Securitas Mobile Guarding Services

### Security Program – Proactive Patrol Inspections

Patrol Inspections by Securitas Mobile Guarding are a cost-effective solution that allows security Officers to check in on your property at random yet regimented times.

#### Proactive Patrol Inspections include the following:

- Random yet regimented inspections of designated locations to be performed in the frequency best fitting the Client's needs.
- Real-time, web-based reporting of all patrol inspection services. Once service is complete, all information is client-accessible through a secure online portal.

Service	Frequency	Per Inspection Rate	Weekly Rate
Patrol Inspections	1x a night / 7 days a week	\$34.38	\$240.66

Note: Overtime/Holiday rate may apply for major holidays.

**CLIENTPOINT DOWNLOAD RECEIPT**

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**DOWNLOADED: 11-01-2022**

**CLIENTPOINT ID: 755869**



RESOLUTION  
VENTANA METROPOLITAN DISTRICT

A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES, ADOPTING A BUDGET, AND APPROPRIATING SUMS OF MONEY TO THE FUNDS AND IN THE AMOUNTS SET FORTH HEREIN FOR THE VENTANA METROPOLITAN DISTRICT (THE “DISTRICT”), EL PASO COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2023 AND ENDING ON THE LAST DAY OF DECEMBER 2023 AND AMENDING THE 2022 BUDGET.

WHEREAS, the Board of Directors of the District has authorized its consultants to prepare and submit a proposed budget to said governing body at the proper time;

WHEREAS, the proposed budget has been submitted to the Board of Directors of the District for its consideration;

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was scheduled for November 21, 2022 and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF VENTANA METROPOLITAN DISTRICT, EL PASO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO:

Section 1. Budget Revenues. That the estimated revenues for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 2. Budget Expenditures. That estimated expenditures for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 3. Adoption of Budget. That the budget as submitted and attached and incorporated herein by this reference, and if amended, then as amended, is hereby approved and adopted as the budget of District for the year stated above and the 2022 amended budget is approved.

Section 4. Levy of General Property Taxes. That the foregoing budget indicated that the amount of money necessary to balance the budget for Bonds and Interest is \$396,934. That the foregoing budget indicated that the amount of money necessary to balance the budget for Operations and Maintenance is \$97,866. That the valuation for assessment, as certified by the El Paso County Assessor, is \$9,786,580.



Section 5. Mill Levy. That for the purposes of meeting all Contractual Obligations of the District for the budget year, there is hereby levied a tax of 40.559 mills upon each dollar of the total valuation of assessment of all taxable property within the District. That for the purposes of meeting all Operations and Maintenance obligations of the District for the budget year, there is hereby levied a tax of 10.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Property Tax and Fiscal Year Spending Limits. That, being fully informed, the Board finds that the foregoing budget and mill levies do not result in a violation of any applicable property tax or fiscal year spending limitation.

Section 7. Certification. The District's agents are hereby authorized and directed to immediately certify to the County Commissioners of El Paso County, Colorado, the mill levies for the District hereinabove determined and set.

Section 8. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated from the revenues of each fund, to each fund, for the purposes stated and no other.

ADOPTED AND APPROVED this 21<sup>st</sup> day of November 2022.

DISTRICT BOARD OF DIRECTORS

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

ATTEST:

\_\_\_\_\_  
Secretary

**VENTANA METROPOLITAN DISTRICT  
2022 AMENDED BUDGET AND 2023 BUDGET  
GENERAL FUND**

	2021 ACTUAL	2021 BUDGET	2022 PROJECTED / AMENDED	2022 BUDGET	2023 BUDGET
<b>BEGINNING FUND BALANCE</b>	\$ 555,686.32	\$ 134,926.45	\$ 440,331.98	\$ 76,490.97	\$ 454,486.50
<b>REVENUES</b>					
GRANT INCOME			\$ 8,500.00	\$ -	\$ -
REC CENTER DUES - RESIDENTS (\$30/month/occupied home)	\$ 147,463.53	\$ 160,000.00	\$ 190,000.00	\$ 160,000.00	\$ 200,000.00
REC CENTER DUES - PUBLIC	\$ -	\$ -	\$ 600.00	\$ -	\$ -
TRASH SERVICE - (\$15/month/occupied home)	\$ 61,399.93	\$ 68,400.00	\$ 75,000.00	\$ 68,400.00	\$ 90,000.00
COVENANT VIOLATION FINES	\$ 2,385.09	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ -
LATE FEES	\$ 2,934.63	\$ 500.00	\$ 2,700.00	\$ 500.00	\$ -
GENERAL PROPERTY TAXES	\$ 78,723.41	\$ 78,722.61	\$ 106,304.59	\$ 106,304.92	\$ 97,865.80
DELINQUENT TAX AND INTEREST	\$ 36.92	\$ -	\$ 12.10	\$ -	\$ -
RENTAL SECURITY DEPOSIT	\$ 3,885.00	\$ -	\$ 200.00	\$ -	\$ 2,000.00
SPECIFIC OWNERSHIP TAXES	\$ 9,244.90	\$ 5,510.58	\$ 8,000.00	\$ 7,441.34	\$ 6,850.61
INTEREST INCOME					
<b>TOTAL REVENUES</b>	<b>\$ 306,073.41</b>	<b>\$ 411,633.19</b>	<b>\$ 392,316.69</b>	<b>\$ 343,146.27</b>	<b>\$ 396,716.41</b>
<b>TOTAL REVENUE AND FUND BALANCE</b>	<b>\$ 861,759.73</b>	<b>\$ 546,559.64</b>	<b>\$ 832,648.67</b>	<b>\$ 419,637.24</b>	<b>\$ 851,202.91</b>
<b>EXPENDITURES</b>					
AUDIT	\$ 8,400.00	\$ 8,300.00	\$ 8,825.00	\$ 9,000.00	\$ 9,250.00
DISTRICT MANAGEMENT/ ACCOUNTING	\$ 27,000.00	\$ 27,000.00	\$ 36,000.00	\$ 36,000.00	\$ 54,000.00
VCC-COVENANT ENFORCEMENT	\$ 27,000.00	\$ 27,000.00	\$ 28,500.00	\$ 28,500.00	\$ 36,000.00
ELECTION		\$ -	\$ 5,151.25	\$ 10,000.00	\$ 8,000.00
INSURANCE	\$ 14,434.00	\$ 12,500.00		\$ 12,500.00	\$ 15,000.00
DUES/ SUBSCRIPTIONS	\$ 725.05	\$ 1,000.00	\$ 828.82	\$ 1,000.00	\$ 1,000.00
PARK/ LANDSCAPE MAINTENANCE	\$ 85,462.89	\$ 75,000.00	\$ 40,941.75	\$ 85,000.00	\$ 85,000.00
PARK/ LANDSCAPE UTILITIES	\$ 68,040.76	\$ 60,000.00	\$ 30,259.75	\$ 70,000.00	\$ 70,000.00
LEGAL	\$ 11,422.18	\$ 10,000.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00
RECREATION CENTER					
JANITORIAL	\$ 17,253.15	\$ 16,800.00	\$ 10,451.00	\$ 16,800.00	\$ -
MAINTENANCE/ REPAIRS	\$ 1,355.00	\$ 5,000.00	\$ 6,300.00	\$ 5,000.00	\$ 10,000.00
SECURITY	\$ 12,364.89	\$ 12,000.00	\$ 10,721.00	\$ 14,000.00	\$ 14,000.00
SUPPLIES	\$ 1,123.25	\$ 4,000.00	\$ 2,700.00	\$ 4,000.00	\$ 4,000.00
UTILITIES	\$ 30,374.65	\$ 35,000.00	\$ 36,482.00	\$ 35,000.00	\$ 40,000.00
POOL					
SEASON STARTUP/FINISH	\$ 1,500.00	\$ 7,500.00		\$ 6,000.00	\$ 3,000.00
CHEMICALS	\$ 3,681.85	\$ 8,000.00	\$ 8,377.00	\$ 8,000.00	\$ 10,000.00
SUMMER OPERATIONS	\$ 6,525.00	\$ 15,000.00		\$ 10,000.00	\$ -
WATER INSPECTIONS	\$ 165.00	\$ 250.00		\$ 250.00	\$ 250.00
REPAIR AND MAINTENANCE	\$ 830.00	\$ 5,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
OFFICE SUPPLIES/POSTAGE/LEGAL POSTINGS	\$ 9,586.97	\$ 3,000.00	\$ 5,592.05	\$ 5,000.00	\$ 8,000.00
PAYROLL EXPENSE	\$ 32,165.56	\$ 50,000.00	\$ 77,300.00	\$ 75,000.00	\$ 75,000.00
TRASH SERVICE	\$ 55,192.44	\$ 50,000.00	\$ 60,873.00	\$ 50,000.00	\$ 65,000.00
TREASURER FEES	\$ 1,181.39	\$ 1,180.84	\$ 1,594.75	\$ 1,594.57	\$ 1,467.99
RENTAL SECURITY DEPOSIT REFUND	\$ 5,000.00	\$ -	\$ 3,015.00	\$ -	\$ 2,000.00
REPAY DEVELOPER ADVANCES					\$ -
CONTINGENCY	\$ 643.72	\$ 10,000.00	\$ 749.80	\$ 10,000.00	\$ 10,000.00
<b>TOTAL EXPENDITURES</b>	<b>\$ 421,427.75</b>	<b>\$ 444,080.84</b>	<b>\$ 378,162.17</b>	<b>\$ 512,644.57</b>	<b>\$ 540,967.99</b>
TRANSFER IN FROM CAPITAL	\$ -		\$ -	\$ 100,000.00	\$ -
TRANSFER TO DEBT SERVICE FUND	\$ -		\$ -	\$ -	\$ -
<b>GENERAL FUND: ENDING BALANCE</b>	<b>\$ 440,331.98</b>	<b>\$ 102,478.80</b>	<b>\$ 454,486.50</b>	<b>\$ 6,992.66</b>	<b>\$ 310,234.92</b>
EMERGENCY RESERVE: State Required at 3%	\$ 12,642.83	\$ 13,322.43	\$ 11,344.87	\$ 15,379.34	\$ 16,229.04
ASSESSED VALUATION	7,071,740.000	7,071,740.000	9,549,490.000	\$ 9,549,490.00	9,786,580.00
MILL LEVY	11.132	11.132	11.132	\$ 11.132	10.000

**VENTANA METROPOLITAN DISTRICT  
2022 AMENDED BUDGET AND 2023 BUDGET  
DEBT SERVICE FUND**

	2021 ACTUAL	2021 BUDGET	2022 PROJECTED / AMENDED	2022 BUDGET	2023 BUDGET
<b>DEBT SERVICE FUND: BEGINNING BALANCE</b>	\$ -	\$ 86,527.93	\$ 296,713.00	\$ 358,465.94	\$ 113,956.40
REVENUES - BONDS		\$ 9,360,000.00			
SERIES 2023 BONDS	\$ -		\$ -	\$ -	\$ 12,123,270.00
GENERAL PROPERTY TAXES	\$ 286,819.94	\$ 286,822.70	\$ 387,316.58	\$ 387,317.76	\$ 396,933.90
DELINQUENT TAX AND INTEREST	\$ 134.51		\$ 44.06	\$ -	\$ -
SPECIFIC OWNERSHIP TAXES	\$ 33,682.70	\$ 20,077.59	\$ 35,779.32	\$ 27,112.24	\$ 27,785.37
TRANSFER FROM GENERAL FUND					
TRANSFER FROM CAPITAL FUND					
INTEREST INCOME			\$ 47.00		
<b>TOTAL REVENUES</b>	<b>\$ 320,637.15</b>	<b>\$ 9,666,900.29</b>	<b>\$ 423,186.96</b>	<b>\$ 414,430.01</b>	<b>\$ 12,547,989.27</b>
<b>TOTAL REVENUE &amp; FUND BALANCE</b>	<b>\$ 320,637.15</b>	<b>\$ 9,753,428.22</b>	<b>\$ 719,899.96</b>	<b>\$ 772,895.95</b>	<b>\$ 12,661,945.67</b>
EXPENDITURES					
REIMBURSEMENT AGREEMENT		\$ 1,250,000.00		\$ -	\$ 1,300,000.00
INTEREST EXPENSE		\$225,000.00	\$529,197.81	\$ -	\$ 321,000.00
UNDERWRITER DISCOUNT		\$200,000.00		\$ -	
COST OF ISSUANCE	\$1,920.50	\$275,000.00	\$19,500.00	\$ -	\$ 589,000.00
PROJECT FUND		\$1,225,000.00		\$ -	
BAN PAYMENT		\$ 5,500,000.00		\$ -	\$ 9,913,270.00
				\$ -	
LEGAL FEES	\$ 17,699.33		\$ 51,436.00	\$ -	
TRUSTEE/PAYING AGENT FEES				\$ -	\$ 4,000.00
TREASURER'S FEES	\$ 4,304.32		\$ 5,809.75	\$ 5,809.77	\$ 5,954.01
<b>TOTAL EXPENDITURES</b>	<b>\$ 23,924.15</b>	<b>\$ 8,675,000.00</b>	<b>\$ 605,943.56</b>	<b>\$ 5,809.77</b>	<b>\$ 12,133,224.01</b>
<b>DEBT SERVICE FUND: ENDING BALANCE</b>	<b>\$ 296,713.00</b>	<b>\$ 1,078,428.22</b>	<b>\$ 113,956.40</b>	<b>\$ 767,086.18</b>	<b>\$ 528,721.66</b>
ASSESSED VALUATION	7,071,740.00	7,071,740.00	9,549,490.00	\$ 9,549,490.00	9,786,580.00
MILL LEVY	40.559	40.559	40.559	\$ 40.559	40.559
TOTAL MILL LEVY	51.691	51.691	51.691	\$ 51.691	50.559



# CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

**TO:** County Commissioners<sup>1</sup> of EL PASO COUNTY, Colorado.

On behalf of the VENTANA METROPOLITAN DISTRICT,  
(taxing entity)<sup>A</sup>

the BOARD OF DIRECTORS  
(governing body)<sup>B</sup>

of the VENTANA METROPOLITAN DISTRICT  
(local government)<sup>C</sup>

**Hereby** officially certifies the following mills to be levied against the taxing entity's GROSS \$ 9,786,580 assessed valuation of: (GROSS<sup>D</sup> assessed valuation, Line 2 of the Certification of Valuation Form DLG 57<sup>E</sup>)

**Note:** If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area<sup>F</sup> the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ \_\_\_\_\_ (NET<sup>G</sup> assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)

**Submitted:** 12/13/22 for budget/fiscal year 2023.  
(not later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY <sup>2</sup>	REVENUE <sup>2</sup>
1. General Operating Expenses <sup>H</sup>	10.000 mills	\$ 97,866
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction <sup>I</sup>	< > mills	\$ < >
<b>SUBTOTAL FOR GENERAL OPERATING:</b>	<b>10.000</b> mills	<b>\$ 97,866</b>
3. General Obligation Bonds and Interest <sup>J</sup>	40.559 mills	\$396,934
4. Contractual Obligations <sup>K</sup>	_____ mills	\$ _____
5. Capital Expenditures <sup>L</sup>	_____ mills	\$ _____
6. Refunds/Abatements <sup>M</sup>	_____ mills	\$ _____
7. Other <sup>N</sup> (specify): _____	_____ mills	\$ _____
_____	_____ mills	\$ _____
<b>TOTAL:</b> [ Sum of General Operating Subtotal and Lines 3 to 7 ]	<b>50.559</b> mills	<b>\$494,260</b>

Contact person: (print) Peter M. Susemihl Daytime phone: (719)-579-6500

Signed: \_\_\_\_\_ Title: Attorney

*Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 866-2156.*

<sup>1</sup> If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.  
<sup>2</sup> Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's final certification of valuation).

**CERTIFICATION OF TAX LEVIES, continued**

**THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.).** Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

**CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:**

**CONTRACTUAL OBLIGATIONS:**

1.	Purpose of Issue:	<u>\$454,450 Bond Anticipation Note (BAN)</u>
	Series:	<u>Series 2015</u>
	Date of Issue:	<u>December 7, 2015</u>
	Coupon Rate:	<u>8%</u>
	Maturity Date:	<u>2020</u>
	Levy:	<u>40.599 mills</u>
	Revenue:	<u>\$368,832</u>
<hr/>		
2.	Purpose of Issue:	<u>\$999,550 BAN</u>
	Series:	<u>2017</u>
	Date of Issue:	<u>February 3, 2017</u>
	Coupon Rate:	<u>8%</u>
	Maturity Date:	<u>2022</u>
	Levy:	<u>40.599 mills</u>
	Revenue:	<u>\$Same as above</u>
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3.	Purpose of issue:	<u>\$3,014,000 BAN</u>
	Series:	<u>Series 2018</u>
	Date of Issue:	<u>September 18, 2018</u>
	Coupon Rate:	<u>8%</u>
	Maturity Date:	<u>2023</u>
	Levy:	<u>40.599 mills</u>
	Revenue:	<u>\$Same as above</u>
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Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.





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## MEMORANDUM

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**TO:** VENTANA METROPOLITAN DISTRICT BOARD OF DIRECTORS  
**FROM:** REBECCA HARDEKOPF  
**SUBJECT:** MONTHLY MANAGERS REPORT FOR NOVEMBER 21, 2022, MEETING  
**DATE:** NOVEMBER 14, 2022  
**CC:** KEVIN WALKER  
BOARD PACKET

### Management matters

- Billing Review:
  - 10/6/2022 bills went out
  - 7 Liens current to date
  - 97 Reminder Letters sent out
- Monthly newsletter went out 11/3/2022

### Recreation Center Update

- Recreation Center Operations
  - Review and Consider guest policy
  - List of potential updates/ upgrades needed to be done:
    - Family Locker Room used for storage
    - Weights for Smith Machine
    - Storage Shed
    - Fire Cabinet (paint and other flammable items)
    - Pool Doors to be re-painted
    - Some lockers are broken
    - Clock in pool area
    - Chairs at pool deck

### Landscape Maintenance Status/ Review

### BOD Items to Continue Discussion

- Dog Park/ Run area
- Picnic Tables at Rec Center Trail
- Disc Golf Course -City of Fountain Planning for
- Shade at Playground

### VCC Matters

- Violation Highlights:
  - 253 Violations have been issued to date for 2022
  - 17 Violations remain open, receiving fines
- Architectural Submission Highlights:



- 90 received YTD
  - 23% Landscaping
  - 17% Patio/ Arbor/ Deck
  - 17% Sheds
  - 6% Solar Panels
  - 5% Detached Structure/ Building
  - 33% Other
- 77 approvals for 2022
- 4 denied for 2022
- 7 approved with stipulations
- 2 Pending Review with VCC Board