

NOTICE OF SPECIAL MEETING

TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT

Thursday, June 9, 2022 at 10:00 a.m.

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

<https://us06web.zoom.us/j/86868894419>

Call-In: 720-707-2699

Meeting ID: 868 6889 4419

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Raymond F. O’Sullivan		May 2023
Jack Wallace Mason		May 2025
Roger Lemmon		May 2025
David Hewett		May 2023
Tanweer H. Khan		May 2023

AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Consider Appointment of Officers
5. Public Comment – Members of the public may express their views to the Board on matters that affect the District that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person. Comments will be taken in the order reflected on the sign in sheet.
6. Consent Agenda –The items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda, if desired. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board.
 - a. Approval of November 16, 2021 Special Minutes (**enclosure**)
 - b. Ratify Approval of Master Service Agreement with CliftonLarsonAllen LLP for Accounting Services (**enclosure**)
 - c. Ratify Stormwater Maintenance Agreement with Colorado Springs (**enclosure**)
7. Legal Matters
 - a. Conduct Public Hearing on Petition for Inclusion of Property
 - i. Consider Adoption of Resolution and Order for Inclusion of Property by the Board of Directors (**enclosure**)
 - b. Consider Approval of Proposal from Walker Schooler District Managers for District Management and Accounting Services (**enclosure**)

c. Discussion Regarding Landscape Tracts

8. Financial Matters

9. Construction Matters

10. Other Business

11. Adjourn

MINUTES OF A SPECIAL MEETING OF THE BOARD OF
DIRECTORS OF THE TUSCAN FOOTHILLS VILLAGE
METROPOLITAN DISTRICT

Held: Tuesday, November 16, 2021, at 10:00 A.M.

The meeting was held via teleconference.

Attendance

The meeting referenced above was called and held in accordance with the applicable statutes of the State of Colorado. The following Directors were in attendance:

Raymond O'Sullivan
Jack Wallace Mason
Tan Khan

Directors Kay Folan and Richard Folan were absent and excused.

Also present were: Blair M. Dickhoner, Esq., White Bear Ankele Tanaka & Waldron, Attorneys at Law, District General Counsel; Carrie Bartow, CliftonLarsonAllen, LLP, District Accountant

Call to Order

It was noted that a quorum of the Board was present and the meeting was called to order.

Disclosure Matters

Mr. Dickhoner advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Dickhoner reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Dickhoner inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

Approval of Agenda

Mr. Dickhoner presented the proposed agenda to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agenda as

presented.

Public Comment

None.

Consent Agenda

The Board reviewed the items on the consent agenda. Mr. Dickhoner advised the Board that any item may be removed from the consent agenda to the regular agenda upon the request of any director. No items were requested to be removed from the consent agenda. Upon a motion duly made and seconded, the following items on the consent agenda were unanimously approved, ratified and adopted:

- a. November 17, 2020 Special Minutes
- b. 2020 Annual Report
- c. 2020 Audit
- d. Renewal of Property and Liability Schedule and Limits, Workers Compensation Coverage and SDA Membership for 2022

Legal Matters

Consider Adoption of Resolution Designating the Location of Regular Meetings of the Board of Directors

Mr. Dickhoner presented the Board with the Resolution Designating the Location of Regular Meetings of the Board of Directors for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution.

Consider Adoption of 2022 Annual Administrative Resolution

Mr. Dickhoner presented the Board with the 2022 Annual Administrative Resolution for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the resolution.

Consider Adoption of Resolution Calling May 2022 Election

Mr. Dickhoner presented the Board with the Resolution Calling Election for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the resolution.

Consider Designation of Method for Providing Notice of Call for Nominations

The Board discussed the various methods for distributing the Call for Nominations. Following discussion, the Board determined to provide notice by posting to the District's website (*if possible*) in addition to emailing each registered elector.

Discuss Extension to Funding and Reimbursement Agreement (Operations & Maintenance)

The Board discussed an extension to the Funding and Reimbursement Agreement between the District and TFV1, LLC. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Second Amendment to Funding and Reimbursement Agreement (Operations and Maintenance), extending the Loan Obligation Termination Date

by one (1) year to December 31, 2022.

Financial Matters

Consider Approval of
Payables/Financials

Ms. Bartow presented the Board with the September 30, 2021 Financial Statements, listing of claims paid from November 18, 2020 through November 16, 2021 and claims payable as of November 16, 2021. Following discussion, upon a motion duly made and seconded, the Board unanimously accepted the September 30, 2021 Financial Statements, ratified approval of claims paid totaling \$40,315.17, and approved the payment of claims totaling \$3,131.23.

Conduct Public Hearing on
2021 Budget Amendment
and Consider Adoption of
Resolution Amending 2021
Budget

Director O'Sullivan opened the public hearing on the 2021 Budget Amendment. Mr. Dickhoner noted that the notice of public hearing was provided in accordance with Colorado Law. No written objections have been received prior to the meeting. There being no public comment, the hearing was closed.

Ms. Bartow reviewed the Resolution Amending the 2021 Budget with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution amending the Debt Service Fund to \$4,445.

Conduct Public Hearing on
2022 Budget and Consider
Adoption of Resolution
Approving 2022

Director O'Sullivan opened the public hearing on the proposed 2022 Budget. Mr. Dickhoner noted that the notice of public hearing was provided in accordance with Colorado law. No written objections have been received prior to the meeting. There being no public comment, the hearing was closed.

Ms. Bartow reviewed the proposed 2022 Budget with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution adopting the 2022 Budget, appropriating funds therefor and certifying 5.566 mills in the General Fund, and 33.398 mills in the Debt Service Fund.

Other Financial Matters

*Consider Approval of
Master Service Agreement
with CliftonLarsonAllen
LLP*

Ms. Bartow presented the Master Service Agreement with CliftonLarsonAllen LLP for Accounting Services. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agreement, subject to revisions requested by legal counsel.

Construction Matters

None.

Other Business

Discuss Proposed Boundary Adjustments The Board engaged in discussion regarding the proposed boundary adjustments.

Discuss Engagement of District Manager The Board engaged in brief discussion. No action taken.

Discuss Board Vacancy The Board engaged in brief discussion. No action taken.

Discuss District Website Requirements Mr. Dickhoner reviewed recent legislative changes and requirements for the creation and maintenance of a District website. Following discussion, the Board directed Ms. Bartow to create a website and coordinate with legal counsel on specific requirements.

Adjournment Mr. Dickhoner discussed recent statutory requirements for District websites and the Boards engaged in general discussion regarding same. No Board action taken.

There being no further business to come before the Board, upon a motion duly made, seconded and unanimously carried, the Board determined to adjourn the meeting.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 9th day of June, 2022.



CliftonLarsonAllen LLP
8390 East Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
phone 303-779-5710 fax 303-779-0348
CLAconnect.com

February 21, 2022

Board of Directors
TUSCAN FOOTHILLS VILLAGE MD
8390 E. Crescent Pkwy., Ste. 300
Greenwood Village, CO 80111

Dear Board of Directors:

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for TUSCAN FOOTHILLS VILLAGE MD (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

Scope of professional services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

Board of director responsibilities

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its roll in management of the district.

Responsibilities and limitations related to nonattest services

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

Limitation of remedies

You agree that in no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

CLA shall be authorized to the following cash access services:

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
 - Paper checks – we will prepare the checks for your approval and wet ink signature.
 - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments.



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- ACH/Wire – we will use this method as needed/as requested, with your approval.

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately.
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above.
- Take deposits to the bank that include cash.
- If applicable, have access to cash-in-kind assets, such as coupons.
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function.

Board of Directors' responsibilities relevant to CLA's access to your cash

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then board of directors will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

Other provisions

Except as expressly permitted by the "Consent" section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from



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disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 *et seq.*, C.R.S. (“CORA”).

Insurance:

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers’ Compensation Insurance.
- B. Commercial General Liability Insurance.
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability.
- E. Network Security (Cyber) Liability Insurance.
- F. Excess/Umbrella Liability Coverage.

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district’s assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district’s behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted



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by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

Annual Appropriation and Budget

The district does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this MSA shall be construed or interpreted as a delegation of governmental powers by the district, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the district or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

Governmental Immunity

Nothing in this MSA shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the district, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the district and, in particular, governmental immunity afforded or available to the district pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

No Third-Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

Personal Identifying Information

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

CLA agrees to report within twenty-four (24) hours to the district's board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA "Data Security Incident" is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of TUSCAN FOOTHILLS VILLAGE MD information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Counterpart Execution

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Electronic Signatures

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

MSA Modification

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

Termination of MSA

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings,



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negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

Sincerely,

CliftonLarsonAllen LLP



Carrie Bartow, CPA

Principal

carrie.bartow@claconnect.com

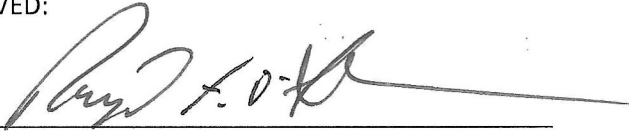


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Response:

This agreement correctly sets forth the understanding of TUSCAN FOOTHILLS VILLAGE MD.

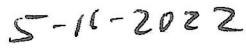
APPROVED:

A handwritten signature in black ink, appearing to read "Raymond F. O'K...", written over a horizontal line.

Signature

The handwritten text "Board Member" written in black ink above a horizontal line.

Title

The handwritten date "5-16-2022" written in black ink above a horizontal line.

Date



CliftonLarsonAllen LLP
8390 East Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Special Districts Preparation SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and TUSCAN FOOTHILLS VILLAGE MD (“you” and “your”) dated February 21, 2022. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

Carrie Bartow, CPA is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
 - Cash receipts journal
 - Cash disbursements journal
 - General ledger
 - Accounts receivable journals and ledgers
 - Deposits with banks and financial institutions
 - Schedule of disbursements
 - Bank account reconciliations
 - Investment records
 - Detailed development fee records
 - Process accounts payable including the preparation and issuance of checks for approval by a designated individual
 - Prepare billings, record billings, enter cash receipts, and track revenues
 - Reconcile certain accounts regularly and prepare journal entries
 - Prepare depreciation schedules



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- Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
- Prepare a schedule of cash position to manage the district’s cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district’s board of directors.
- Prepare the annual budget and assist with the filing of the annual budget – additional information is provided below.
- Assist the district’s board of directors in monitoring actual expenditures against appropriation/budget.
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district’s auditors.
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Review claims for reimbursement from related parties prior to the board of directors’ review and approval.
- Read supporting documentation related to the district’s acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements’ requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.
- Attend board meetings as requested.
- Be available during the year to consult with you on any accounting matters related to the district.
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors.
- Develop and track key business metrics as requested and review periodically with the board of directors.
- Document accounting processes and procedures
- Continue process and procedure improvement implementation

- Report and manage cash flows
- Assist with bank communications.
- Perform other nonattest services.

Compilation services

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

Preparation services – financial statements

We will prepare the monthly/quarterly/as requested financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services - annual

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district’s auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management’s knowledge and belief, the entity’s expected financial position, results of operations, and cash flows for the forecast period. It is based on management’s assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.



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Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a. Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b. As requested, apply accounting and financial reporting expertise to assist you in the presentation of your monthly/quarterly/as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c. Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d. Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
- e. If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f. If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the



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Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation, the Application for Exemption from Audit (if an audit is not required), we will not issue reports on budget, the Application for Exemption from Audit as a result of this engagement.

No assurance statements

The monthly/quarterly/as requested financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: “No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances – governmental funds have been omitted if applicable, For best business type activities the Statement of Cash Flows has been omitted”.

If an audit is required, the year-end financial statements prepared for use by the district’s auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from



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Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b. The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c. The presentation of the supplementary information.
- d. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e. The prevention and detection of fraud.
- f. To ensure that the entity complies with the laws and regulations applicable to its activities.
- g. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h. To provide us with the following:
 - i. Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
 - ii. Additional information that may be requested for the purpose of the engagement.
 - iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).



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For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the Board Treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$425
Chief Financial Officer	\$200 - \$385
Controller	\$180 - \$250
Senior	\$140 - \$180
Staff	\$ 80 - \$150
Administrative support	\$ 80 - \$120

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

Use of financial statements, the annual budget, the Application for Exemption from Audit

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute



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information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the “Act”). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)

Unlawful employees, contractors, and subcontractors

We shall not knowingly employ or contract with a worker without authorization to perform work under this contract. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contract. [CRS 8-17.5-102(2)(a)(I) and (II)]

Verification regarding workers without authorization

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ and contract workers without authorization.

Limitation regarding E-Verify Program and the Department Program

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

Duty to terminate a subcontractor and exceptions

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

Duty to comply with state investigation

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP



Carrie Bartow, CPA
Principal
carrie.bartow@claconnect.com

APPROVED:

A handwritten signature in black ink, appearing to read "Raymond J. O'Connell", written over a horizontal line.

Signature

The handwritten text "Board Member" written in black ink above a horizontal line.

Title

The handwritten date "5-11-2022" written in black ink above a horizontal line.

Date

STORMWATER MAINTENANCE AGREEMENT
BETWEEN
THE CITY OF COLORADO SPRINGS, Colorado,
a home rule city and Colorado municipal corporation
and
TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT,
a quasi-municipal corporation and political subdivision of the State of Colorado

THIS STORMWATER MAINTENANCE AGREEMENT (the "Maintenance Agreement"), is made on the 21st day of October 2021, by and between the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation (the "City"), and TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "Owner").

The Owner and the City, for mutual consideration received, agree as follows:

Paragraph 1.

The Owner owns the parcel of land known as:

Tract A, Tuscan Foothills Village, Filing No. 1, according to the Plat thereof recorded December 19th, 2018, at Reception No. 218714258 of the records of the El Paso County, Colorado, Clerk and Recorder.
City of Colorado Springs, County of El Paso, State of Colorado
Parcel Number 7323210067,
(the "Property")

Paragraph 2. In accordance with the Drainage Criteria Manual, Volume II, the Owner shall submit an Inspection and Maintenance Plan (the "IM Plan") to be approved by the City. The Owner shall also submit an Erosion and Stormwater Quality Control Plan (the "ES Plan"), to be approved by the City.

Paragraph 3. The Owner shall install, or cause to be installed, upon the Property the permanent stormwater best management practices (the "BMPs") as required under the IM Plan.

(1) Extended Detention Basin (EDB)

The required maintenance activities for the BMPs installed on the Property, and under this Maintenance Agreement, are recorded in the El Paso County, Colorado, Clerk and Recorder's Office, at **Reception Number 209114713**. The Owner, shall, at his/its sole expense, inspect, maintain, and ensure proper functioning of the BMPs, in accord with, and as set out in, the IM Plan and the ES Plan, and as set forth herein below, in perpetuity.

Paragraph 4. In accordance with the Drainage Criteria Manual, Volume II, the Owner shall, upon completion of construction, submit to the City: (i) as-built plans of the BMPs and (ii) a Professional Engineer ("PE") certification of the constructed BMPs. The Owner shall maintain copies of the as-built plans and PE certification for the life of the BMPs and this Maintenance Agreement; moreover, the Owner shall provide copies of the same to any subsequent purchaser or assignee of the Owner. The as-built plans and PE certification will be incorporated by reference hereto and made a part of this Agreement upon submission to the City.

Paragraph 5. The Owner shall inspect the BMPs at least once every calendar year, and shall submit written inspection reports to the City Engineer prior to May 31st of each calendar year. The City is under no obligation to notify the Owner of any obligation to submit such inspection reports.

Paragraph 6. The Owner shall promptly perform all required maintenance and shall report such maintenance activities to the City Engineer in accordance with the requirements set forth in the IM Plan.

Paragraph 7. In the event that the Owner fails to inspect, maintain, or repair any BMP, the City, in the City's sole discretion, shall have the right to enter upon the Property without warrant or further process of law and make whatever inspection, maintenance or repair which may be required, all at the Owner's sole cost. The City shall invoice the Owner for any such costs incurred by the City, including but not limited to personnel, contracting, labor, or materials, and the Owner shall pay those costs within fifteen (15) City business days from the date of the invoice. If the invoice is not timely paid, the City retains the right to take any legal action necessary to collect the same, and the Owner shall be responsible for all reasonable costs of collection, including attorney's fees. The City's rights and remedies hereunder shall be in addition to City Code 3.8.501 *et seq.* and City Code 7.7.1527, and the City may also proceed under applicable provisions of the City Code.

Paragraph 8. This Maintenance Agreement shall be binding upon the Owner and the Owner's heirs, successors, and assigns. This Agreement shall be recorded in the El Paso County, Colorado, Clerk and Recorder's Office. The benefits and burdens of this Maintenance Agreement shall run with the land.

Paragraph 9. This Maintenance Agreement is subject to, and shall be interpreted under, the laws of the State of Colorado, and the Charter, City Code, ordinances, rules and regulations of the City of Colorado Springs, Colorado. Court venue and jurisdiction shall exclusively be in the District Court for the Fourth Judicial District, El Paso County, Colorado. The Parties agree that this Maintenance Agreement shall be deemed to have been made and performed in the City of Colorado Springs, El Paso County, Colorado.

Paragraph 10. In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, the performance of the City's obligations under this Maintenance Agreement is expressly subject to appropriation of funds by the City Council and the availability of those funds for expenditure.

Paragraph 11. It is expressly understood and agreed that enforcement of the terms and conditions of this Maintenance Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Maintenance Agreement shall give or allow any such claim or right of action by any other party, or third person or entity, on this Maintenance Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties hereto, receiving services or benefits under this Maintenance Agreement, shall be deemed to be an incidental beneficiary only.

Paragraph 12. This Maintenance Agreement may be amended only by prior writing executed by duly authorized representatives of the Owner and the City, and recorded in the records of the El Paso County, Colorado, Clerk and Recorder's Office.

Paragraph 13. The headings of the several paragraphs of this Maintenance Agreement are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Maintenance Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Paragraph 14. This Maintenance Agreement, together with all exhibits attached hereto, and items incorporated herein by reference, constitutes the entire agreement between the parties, and all other representations or statements previously made, verbal or written, are merged herein.

Paragraph 15. No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Owner, shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Owner.

Paragraph 16. This Maintenance Agreement is for the benefit of the Owner. The Owner does hereby waive, remise, and release any claim, right, or cause of action the Owner may have, or which may accrue in the future, whether under theories of tort or contract, or any other cause of action, whatsoever, against the City arising in whole or in part from this Maintenance Agreement.

Paragraph 17. The Owner shall defend, protect and hold harmless the City and its officers, employees, and agents (collectively the "Indemnitees"), from and against all losses, claims, causes of action, liabilities, injuries, damages and expenses, including attorneys' fees and expenses (collectively, "Losses"), which the Indemnitees may incur by reason of any injury or damage sustained to any person or property arising out of the Owner's performance of its obligations under this Maintenance Agreement.

Paragraph 18. The provisions of this Maintenance Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions, so long as the primary purpose(s) of this Maintenance Agreement are effectuated by the remaining terms.

In witness hereof, the undersigned have set their hands and seals effective as of the date set forth above.

Signed this 21 day of October, 2021.

remainder of page blank, signatures appearing in counterpart on subsequent page(s)

CITY:

CITY OF COLORADO SPRINGS,
a home rule city and Colorado municipal corporation,

By:  _____

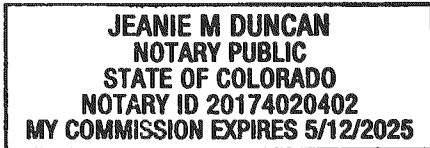
Richard Mulledy
Stormwater Enterprise Manager


Date: 10/21/21

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)


The foregoing instrument was acknowledged before me this 21 day of October 2021 by Richard Mulledy, as the Manager of the Stormwater Enterprise of the City of Colorado Springs, Colorado, a home rule city and Colorado municipal corporation.

Witness my hand and seal.




Notary Public
My Commission Expires: 5/12/2025

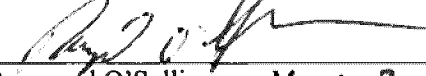
Approved as to Form:



Attorney
City of Colorado Springs

OWNER:

TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT,
a quasi-municipal corporation and political subdivision of the State of Colorado

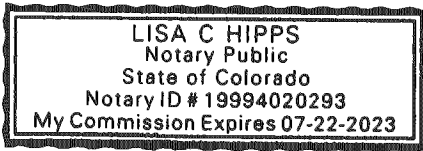
By: 
Raymond O'Sullivan, as ~~Manager~~ Board Member *pt*

ACKNOWLEDGEMENT

State of Colorado)
County of El Paso)ss

The foregoing instrument was acknowledged before me this 11th day of October, 2021
by Raymond O'Sullivan, as Manager of TUSCAN FOOTHILLS VILLAGE METROPOLITAN
DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and seal.




Notary Public
My Commission Expires: 7/20/2023

Civil Engineer
Stormwater Best Management Practice (permanent) Certification Letter

July 6, 2021

City of Colorado Springs
City Engineering Division, Stormwater Enterprise (SWENT)
30 S. Nevada Avenue, Suite 402
PO Box 1575, MC 520
Colorado Springs, CO 80901-1575

Attn.: TJ Gajda
Drainage Engineer II

Gentlemen:

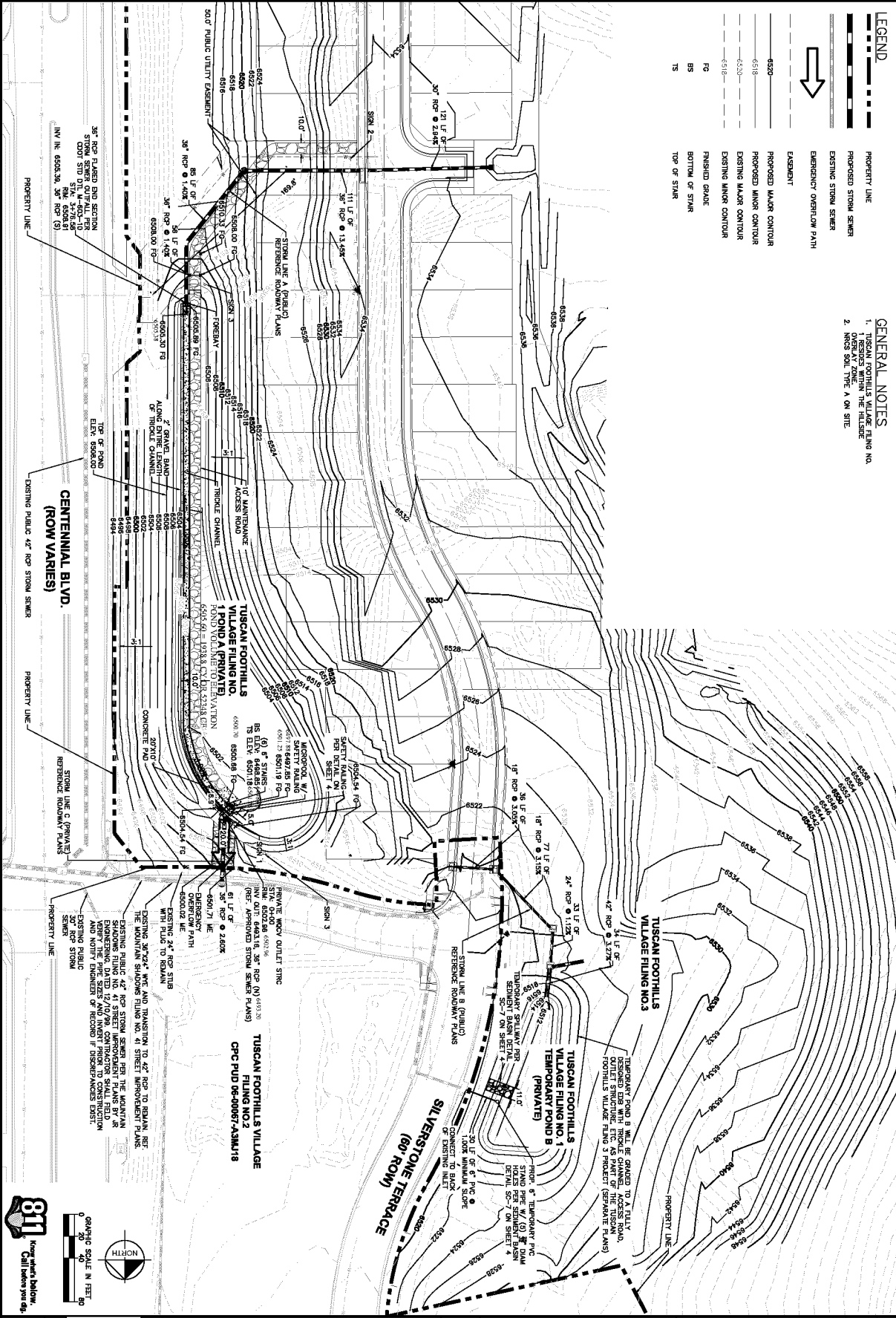
The permanent stormwater Best Management Practices (BMPs) for *Tuscan Foothills Village Filing No. 1* located at the southwest corner of Centennial Boulevard and Mule Deer Drive, Colorado Springs, CO consist of a surface extended detention basin, trickle channel into a micropool, and a drop box outlet structure. Kimley-Horn & Associates, Inc. has reviewed the attached letter(s) from CTL Thompson, Inc., as appropriate. Based upon this information and information gathered during periodic site visits to the site project during significant/key phases of the stormwater BMP installation, Kimley-Horn & Associates, Inc. is of the opinion that the stormwater BMPs have been constructed in general compliance with the approved Erosion and Stormwater Quality Control Plan, Permanent Best Management Practice Construction Plans, and Specifications as filed with the City.

Statement Of Engineer In Responsible Charge:

I, John R. Heiberger, a registered Professional Engineer in the State of Colorado, in accordance with Sections 5.2 and 5.3 of the Bylaws and Rules of the State Board of Registration for Professional Engineers and Professional Land Surveyors, do hereby certify that I or a person under my responsible charge periodically observed the construction of the above mentioned project. Based on the on-site field observations and review of pertinent documentation, it is my professional opinion that the required permanent BMPs have been installed and are in general compliance with the approved Erosion and Stormwater Quality Control Plan, Permanent Best Management Practice Construction Plans, and Specifications as filed with the City of Colorado Springs. For BMPs with a Water Quality Capture Volume (WQCV), I have attached the post-construction As-Built drawings. The As-Built drawings accurately depict the final installation of the stormwater BMPs and verify the WQCV.

John R. Heiberger, P.E.
Colorado No. 50096





LEGEND

---	PROPERTY LINE
---	PROPOSED STORM SEWER
---	EXISTING STORM SEWER
---	EMERGENCY OVERTLOW PATH
---	EXISTENT
---	PROPOSED MAJOR CONTOUR
---	PROPOSED MINOR CONTOUR
---	EXISTING MAJOR CONTOUR
---	EXISTING MINOR CONTOUR
---	FINISHED GRADE
---	BOTTOM OF STAIR
---	TOP OF STAIR

GENERAL NOTES

- TUSCAN FOOTHILLS VILLAGE FILING NO. 1
- DESIGNED WITH THE ILLUSION
- NRCS SOIL TYPE A ON SITE

811
 Know what's below
 Call before you dig

GRAPHIC SCALE IN FEET
 0 10 20

NORTH

PROJECT NO.	096668005
SHEET	2 OF 4

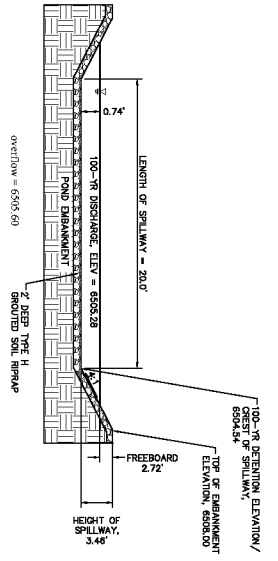
TUSCAN FOOTHILLS VILLAGE FILING NO. 1
 CONSTRUCTION DOCUMENTS (PERMANENT BMP'S)
 POND A DETAILS

Kimley»Horn

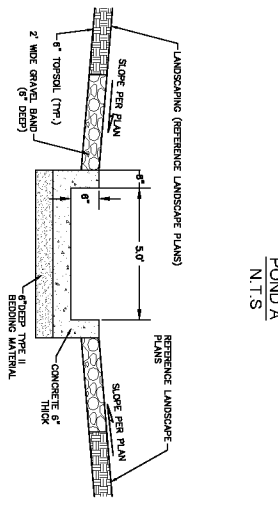
2019 KIMLEY-HORN AND ASSOCIATES, INC.
 2 North Nevada Avenue, Suite 300
 Colorado Springs, Colorado 80927 (719) 453-0180

NO.	REVISION	BY	DATE	APPR
5	REV 5	JMD	4/15/19	JRH
4	REV 4	JMD	2/14/19	JRH
3	REV 3	JMD	1/29/19	JRH
2	REV 2	JMD	1/15/19	JRH
1	REV 1	JMD	12/5/18	JRH

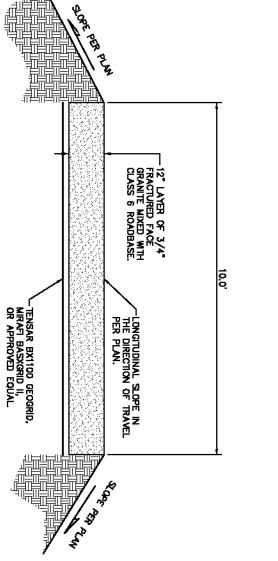
EMERGENCY SPILLWAY SECTION
N.T.S.



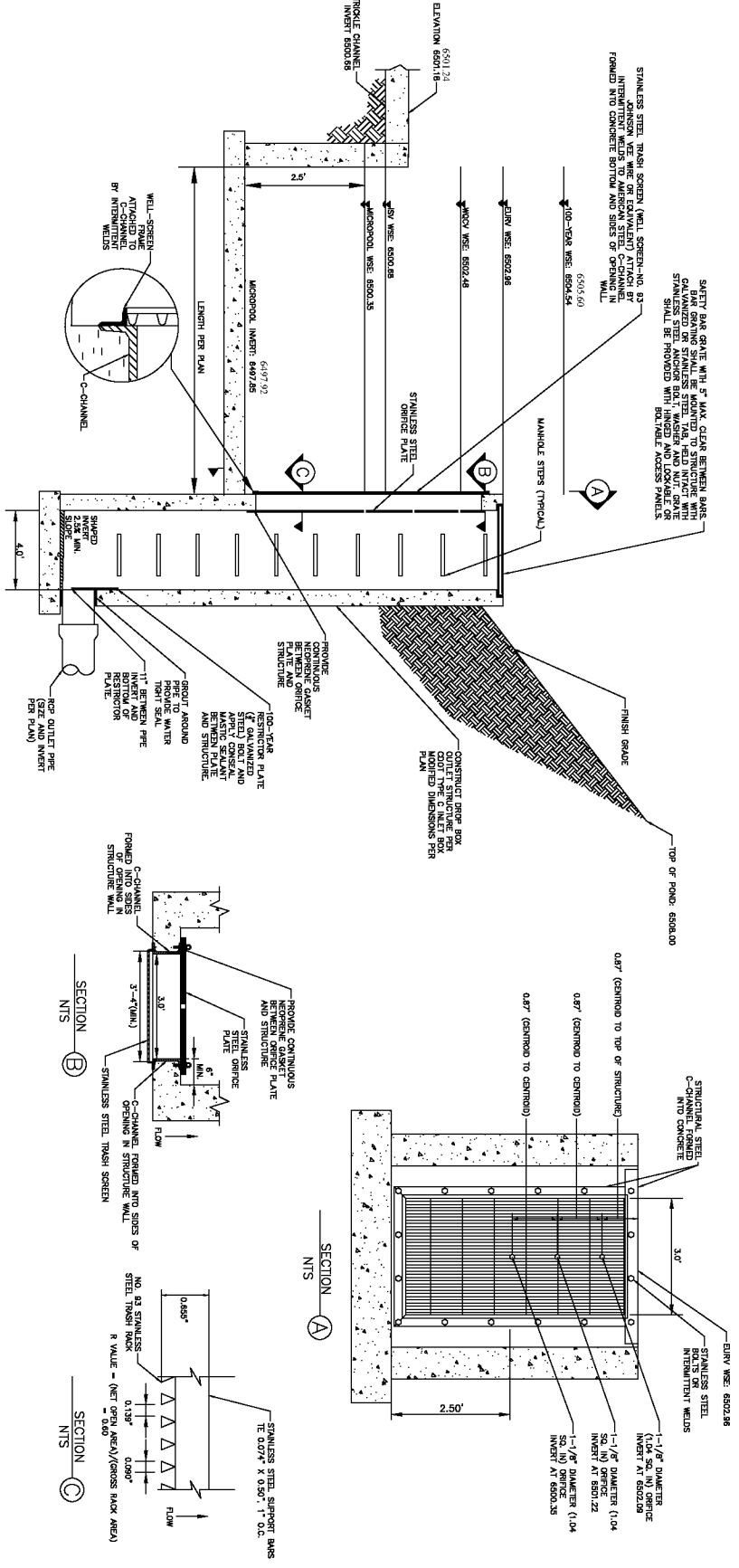
EXTENDED DETENTION BASIN (EDB) TRICKLE CHANNEL PLAN VIEW



MAINTENANCE ROAD CROSS SECTION



WATER QUALITY OUTLET STRUCTURE DETAILS
POND A
N.T.S.



PROJECT NO.	096668005
SHEET	3 OF 4

TUSCAN FOOTHILLS VILLAGE FILING NO. 1
CONSTRUCTION DOCUMENTS (PERMANENT BMP'S)
EXTENDED DETENTION BASIN DETAILS

Kimley-Horn
2018 KIMLEY-HORN AND ASSOCIATES, INC.
2 North Nevada Avenue, Suite 300
Colorado Springs, Colorado 80927 (719) 453-0180

NO.	REVISION	BY	DATE	APPR
5	REV 5	JMD	04/15/19	JRH
4	REV 4	JMD	02/14/19	JRH
3	REV 3	JMD	1/29/19	JRH
2	REV 2	JMD	02/15/19	JRH
1	REV 1	JMD	12/5/18	JRH

**RESOLUTION AND ORDER FOR INCLUSION OF PROPERTY
BY THE
BOARD OF DIRECTORS
OF THE
TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT**

(10 Lots and 2 Tracts of Tuscan Foothills Village Filing No. 4 and 5.32 Acre Parcels)

WHEREAS, TFV1,LLC, a Colorado limited liability company, whose address is 17 S. Wahsatch Avenue, Colorado Springs, Colorado (the “Petitioner”), filed with the Tuscan Foothills Village Metropolitan District (the “District”) a Petition for Inclusion of Real Property (the “Petition”), a copy of which is attached hereto as **Exhibit A**, and incorporated herein by this reference; and

WHEREAS, the Petitioner represents that it is the one hundred percent (100%) fee owner of the real property described in the Petition (the “Property”); and

WHEREAS, the Petition requests that the Board of Directors of the District (the “Board”) include the Property into the District, in accordance with § 32-1-401(1)(a), C.R.S.; and

WHEREAS, pursuant to the provisions of § 32-1-401(1)(b), C.R.S., publication of notice of the filing of the Petition and the place, time and date of the public meeting at which the Petition would be considered, the name and address of the Petitioner and notice that all persons interested shall appear at such time and place and show cause in writing why the Petition should not be granted, was made in *The Gazette* on June 6, 2022. The Affidavit of Publication is attached hereto as **Exhibit B** and incorporated herein by this reference (the “Affidavit of Publication”); and

WHEREAS, no written objection to the inclusion was filed by any person; and

WHEREAS, the Petition was heard at a public meeting of the Board the District held on June 9, 2022, at the hour of 10:00 a.m.; and

WHEREAS, the Board has reviewed the Petition and all relevant information related thereto; and

WHEREAS, subject to the conditions set forth herein, the Board of the District desires to grant the Petition and approve the inclusion of the Property into the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. Grant of Petition. The Board hereby grants the Petition and orders the inclusion of the Property into the District.

2. Conditions of Inclusion. The inclusion of the Property into the District is specifically conditioned upon receipt of a certified Order for inclusion from the El Paso County District Court.

3. Effective Date of Resolution. This Resolution shall become effective as of the date hereof.

4. Motion and Order for Inclusion. The Board hereby directs its legal counsel to file a motion with the District Court in and for El Paso County seeking an Order for Inclusion.

Remainder of page intentionally left blank. Signature page follows.

ADOPTED this 9th day of June, 2022.

TUSCAN FOOTHILLS VILLAGE METROPOLITAN
DISTRICT

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CERTIFICATION OF RESOLUTION

I hereby certify that the foregoing constitutes a true and correct copy of the Resolution and Order for Inclusion of Real Property adopted by the Board at a meeting held on June 9, 2022, via teleconference

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of June, 2022.

Signature

EXHIBIT A
TO RESOLUTION AND ORDER FOR INCLUSION OF PROPERTY
(Petition for Inclusion)

PETITION FOR INCLUSION OF PROPERTY

(10 Lots and 2 Tracts of Tuscan Foothills Village Filing No. 4 and 5.32 Acre Parcel)

TO: THE BOARD OF DIRECTORS OF THE
TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT,
CITY OF COLORADO SPRINGS, EL PASO COUNTY, COLORADO

Pursuant to the provisions of §§ 32-1-401, *et seq.*, C.R.S., **TFV1, LLC**, a Colorado limited liability company, (the "Petitioner") hereby respectfully requests that the **TUSCAN FOOTHILLS VILLIAGE METROPOLITAN DISTRICT** (the "District"), by and through its Board of Directors, include the real property described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"), into the boundaries of the District.

The Petitioner hereby represents and warrants to the District that it is the one hundred percent (100%) fee owner of the Property and that no other person, persons, entity or entities own an interest therein except as beneficial holders of encumbrances, if any. The Petitioner hereby assents to the inclusion of the Property into the boundaries of the District and to the entry of an Order by the District Court in and for El Paso County, including the Property into the boundaries of the District.

The Petitioner hereby acknowledges that, without the consent of the Board of Directors of the District, it cannot withdraw its Petition once the notice of the public hearing on the Petition has been published.

The name and address of the Petitioner is as follows:

TFV1, LLC
17 S. Wahsatch Avenue
Colorado Springs, CO 80903

Remainder of page intentionally left blank. Signature page follows.

PETITIONER:

TFV1, LLC, a Colorado limited liability company

Raymond F. O'Sullivan

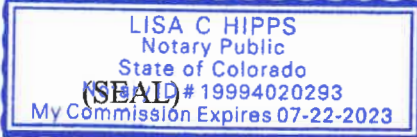
Printed Name: Raymond F. O'Sullivan

Title: Member

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

The above and foregoing instrument was acknowledged before me this 5th day of January, 2022, by Raymond F. O'Sullivan, as member of TVF1, LLC.

WITNESS my hand and official seal.



Lisa C Hipps
Notary Public

My commission expires: 7/22/2023

**Signature Page to Petition for Inclusion of Real Property
(10 Lots and 2 Tracts of Tuscan Foothills Village Filing No. 4 and 5.32 Acre Parcel)**

EXHIBIT A
(The Property)

Lots 1 through 6, Lots 15 through 18, Tract C, Tract D, Tuscan Foothills Village Filing No. 4, recorded at Reception No. 221714799 on August 5, 2021, City of Colorado Springs, County of El Paso, State of Colorado.

AND

TR IN SW4 SEC 14 & NE4SE4 SEC 15-13-67 DESC AS FOLS: BEG AT NWLY COR OF NICHOLS OFFICE PARK FIL NO 1; TH SLY ON SD WLY LN OF SD SUB S 13<34'32" E 224.81 FT, S 27<40'17" E 449.49 FT, N 77<44'22" E 220.21 FT TO A POC, TH ALG ARC OF CUR TO R HAVING A RAD OF 300.00 FT AN ARC DIST OF 153.76 FT A C/A OF 29<21'58" WHICH CHORD BEARS S 18<15'15" W, S 33<47'22" W 260.68 FT TO A POC, TH ALG ARC

OF CUR TO L HAVING A RAD OF 330.00 FT A C/A OF 30<32'00" AN ARC DIST OF 175.86 FT, S 03<15'22" W 94.34 FT TO A POC, TH ALG ARC OF CUR TO R HAVING A RAD OF 270.00 FT A C/A OF 28<43'00" AN DIST OF 135.32 FT, N 88<26'01" W 154.42 FT, N 39<16'54" W 314.42 FT, N 51<58'30" W 360.00 FT, N 11<01'30" E 250.00 FT, N 48<01'30" E 85.00 FT, S 84<58'30" E 115.00 FT, N 27<01'30" E 155.00 FT, N 30<58'30" W 250.00 FT, N 59<58'30" 566.92 FT, N 13<28'30" W 226.81 FT TO A PT ON SLY R/W LN OF CHUCKWAGON RD, S 70<26'25" E 312.88 FT, TH ALG ARC OF CUR TO R HAVING A RAD OF 970.00 FT A C/A OF 09<41'00" AN ARC DIST OF 163.94 FT TO A PT OF TANG, TH S 60<45'25" E 189.71 FT

TO A POC, ALG ARC OF CUR TO L HAVING A RAD OF 330.00 FT A C/A OF 40<02'58" AN ARC DIST OF 230.67 FT TO POB, EX PT CONV BY REC # 218051252 EX THAT PT BY REC # 218006269, EX THAT PT PLATTED TO TUSCAN FOOTHILLS VILLAGE FIL NO 3, EX THAT PT PLATTED TO TUSCAN FOOTHILLS VILLAGE FIL NO 4. Approximately 5.32 Acres.

EXHIBIT B
TO RESOLUTION AND ORDER FOR INCLUSION OF PROPERTY
(Affidavit of Publication)

AFFIDAVIT OF PUBLICATION

STATE OF COLORADO
COUNTY OF El Paso

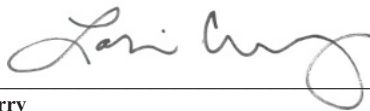
I, Lorre Cosgrove, being first duly sworn, deposes and says that she is the Legal Sales Representative of The Colorado Springs Gazette, LLC., a corporation, the publishers of a daily/weekly public newspapers, which is printed and published daily/weekly in whole in the County of El Paso, and the State of Colorado, and which is called Colorado Springs Gazette; that a notice of which the annexed is an exact copy, cut from said newspaper, was published in the regular and entire editions of said newspaper **1 time(s) to wit 06/06/2022**

That said newspaper has been published continuously and uninterruptedly in said County of El Paso for a period of at least six consecutive months next prior to the first issue thereof containing this notice; that said newspaper has a general circulation and that it has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879 and any amendment thereof, and is a newspaper duly qualified for the printing of legal notices and advertisement within the meaning of the laws of the State of Colorado.



Lorre Cosgrove
Sales Center Agent

Subscribed and sworn to me this 06/06/2022, at said City of Colorado Springs, El Paso County, Colorado.
My commission expires December 15, 2025.



Lori Curry
Notary Public
The Gazette



NOTICE OF PUBLIC HEARING ON INCLUSION
(10 Lots and 2 Tracts of Tuscan Foothills Village Filing No. 4 and 5.32 Acre Parcel)

NOTICE IS HEREBY GIVEN to all interested persons that a Petition for Inclusion of Property (the "Petition") has been filed with the Board of Directors of Tuscan Foothills Village Metropolitan District, City of Colorado Springs, El Paso County, Colorado (the "District"). The Petition requests that the property described below be included into the District. The Petition shall be heard at a public meeting on Thursday, June 9, 2022 at 10:00 a.m., via teleconference, and may be joined using the following:

<https://us06web.zoom.us/j/86868894419>
Meeting ID: 868 6889 4419
Dial-in Number: 720-707-2699

The name and address of the Petitioner and a description of the property to be included are as follows:

Name of Petitioner: TFV1, LLC
Address of Petitioner: 17 S. Wasatch Avenue
Colorado Springs, CO 80903

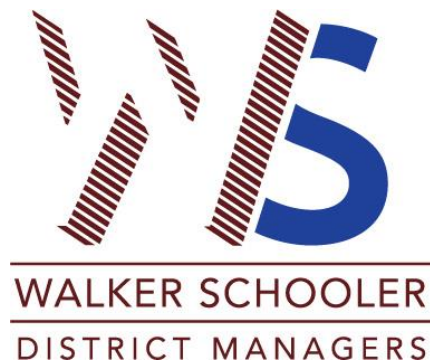
General Description of Property: Approximately 6.331 acres of property generally located west of Centennial Boulevard and south of Chuckwagon Road, Colorado Springs, CO.

NOTICE IS FURTHER GIVEN to all interested persons that they shall appear at the public meeting and show cause in writing why such Petition should not be granted.

BY ORDER OF THE BOARD OF DIRECTORS OF TUSCAN FOOTHILLS VILLAGE METROPOLITAN DISTRICT

By: WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law
General Counsel to the District

Published in The Gazette June 6, 2022.



November 14, 2021

Mr. Ray O'Sullivan
17 South Wahsatch Ave.
Colorado Springs, CO 80903

Delivered via email

Re: Proposal for District Management Services for Tuscan Foothills Village

Dear Ray,

Thanks for the opportunity to work with you on the Tuscan Foothills Village Metropolitan District. I drive by this property a lot so have been able to see it develop and mature for the last couple of years.

Walker Schooler District Managers (WSDM) started in 2002 and we specialize in Metropolitan District in the Pikes Peak Region. These include several Districts (Ventana and Mountain Vista Metropolitan Districts) with similar characteristics as Tuscan Foothills that offer general management service districts (Board meetings, compliance reporting, accounting and bookkeeping, contract management for maintenance functions, etc.) plus covenant enforcement and possibly billing for an annual fee. We also manage large scale residential districts such as Woodmen Heights and Woodmen Road and several smaller fire and water Districts. We offer a full complement of services specifically needed by local Districts. Please see our attached comprehensive list of services.

The District is preparing to adopt the 2022 budget and the Board is contemplating establishment of an administrative fee to compensate for the reduced O&M mill levy assessment. This will necessitate a hearing for the establishment of a fee and billing and collection services for 2022. We are able to assume management of the District as soon as you are able to make the change; there are a number of tasks that go along with changing managers (i.e., switching bank account access, state and local government reporting changes, etc.). We have taken over management of several districts recently, so we have a good idea of the tasks that need to be accomplished.

Per my discussions with you and your District Counsel, Blair Dickhoner, we would propose to start this contract and work through 2022 on a Time and Materials basis with a price not to exceed \$1,750 per month for management, accounting and covenant enforcement services. If we need to start a billing function, we can do that for a cost of \$500+/- startup cost and a \$7.00 per billing cycle charge.

We have worked with Blair's independent contractor draft contract in the past so that is an acceptable form of contract for us. Our billing rates are below.

:

614 N. Tejon St.

Colorado Springs, CO 80903

(719) 447-1777

Principal	\$ 175.00
Senior Manager	\$ 110.00
Senior Accountant	\$ 125.00
Assistant Manager	\$ 80.00
Bookkeeper	\$ 45.00
Admin/Clerical	\$ 40.00

Expenses @ cost

Thank you for the opportunity. Please call me if you have any questions about our proposal or if you need to meet with us to better understand anything contained herein.

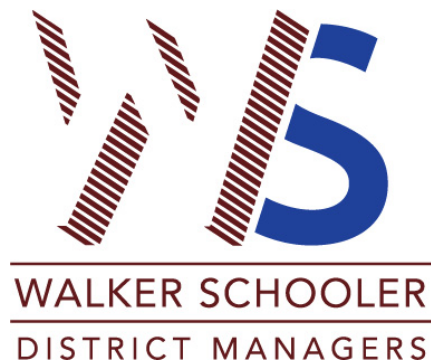
Respectfully,



Kevin J. Walker
WSDM, LLC
Owner/ Manager

Accepted

Date



Walker Schooler District Managers Inclusive Scope of Services

Management

1. Meeting and Reporting Services—WSDM provides excellence in 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 for district elections with familiarity with various election 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 – Extensive construction best management 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 – extensive experience with creating and updating District specifically including the State of Colorado's official web portal. * different district websites under current management
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, etc. Maintain compliance with labor statutes, insurance, training, safety, etc. issues. Also, automated payroll services
6. Covenant enforcement and HOA style management – WSDM manages covenant enforcement services as staff and management of Architectural Control Committees including inspections, review of proposed improvements, management of fines, and other enforcement action.

Accounting and bookkeeping

1. Standard Services— Our professional services include the following:
 - (a) Accounting
 1. Prepare monthly, quarterly and annual financial statements for inclusion in monthly meeting packets.
 2. Reconcile monthly bank statements and trustee statements.
 3. Coordinate bank account setup and maintenance of signature cards.
 4. Prepare and file Continuing Disclosure Notices with the Trustee and other required parties. Coordinate review with legal counsel.
 5. Coordinate capital project draws and requisitions.
 6. Reconcile bonds and other debt service payment obligations for accuracy and timely payments.
 7. Respond to bondholder and other interested parties' requests for financial information.
 8. Review all payments of claim prior to release to ensure funds are available.
 9. IX. Monthly review of all expenditures and coordinate preparation and distribution of same with the manager for the District to prevent exceeding budgeted and appropriated expenditures.
 - (b) Accounts Payable
 1. Receive and review invoices for accuracy and appropriateness for payment. Code the invoices in accordance with the budgeted line item.
 2. Prepare issuance of checks to be presented to the Board for approval and signatures. The claims list should be included in the monthly meeting packets.
 3. Prepare funding requests, if required.

4. Release checks to vendors when all approvals and funding have been received.
- (c) Accounts Receivable
 1. Process deposit of revenues.
 2. Process bank charges and other miscellaneous accounts receivable matters.
- (d) Financial Projections
 1. Multi-year forecasting.
 2. Utility consumption and water rate analysis.
 3. Commercial billing analysis and rate structure.
- (a) Budgets
 1. Prepare annual budget and budget message for approval by the Board and coordinate with legal counsel for same.
 2. Prepare or assist in the preparation of supplemental and/or amended budgets and accompanying documents, if required.
- (b) Audits
 1. Obtain proposals for conduct of audit for consideration at budget hearing meeting. Proposals should be included in the meeting packet.
 2. Coordinate and participate in audit bids, engagements, fieldwork and audit draft review.
 3. Assist the auditor in performing the annual audit, to accomplish timely completion and filing by statutory deadline.

Billing and Collection

1. Standard Services—WSDM currently utilizes Continental Utility Solutions, Inc. (CUSI) billing software system. This system is compatible with the Automatic Meter Reading (AMR) systems as well as state of the art integration with direct payment options (Lockbox, ACH and Credit Card). In addition:
 - (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 an 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.

- (n) Respond to customer calls and inquiries in a timely and professional manner.
- (o) Track tap fee payments.

Customer Service

We provide phone, email and text messaging response to customer inquiries, questions, requests for information etc. We also provide a 24-emergency number and monitoring of security cameras, etc.

References

Mr. K. Sean Allen
sallen@wbapc.com
White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
(303) 858-1800

Peter Susemihl
psusemihl@smmclaw.com
Susemihl, McDermott & Cowan, P.C.
660 Southpointe Court, Suite 210
Colorado Springs, CO 80906
Phone (719) 579-6500
Cell (719) 660-1071
Fax (719) 579-9339

Mr. Michael Whittemore
mrwhittemore@hotmail.com
President, Cascade Metropolitan District No 1 and Cascade Fire Protection
District
4852 Pyramid Mountain Road
Cascade CO 80809
(719) 494-4888

Les Krohnfeldt
lkrohnfeldt@centerforstrategicministry.org
Center for Strategic Ministry
290 E. Woodmen Road
Colorado Springs, CO 80919
Phone (719) 694-3900
Cell (719) 491-0462

Districts under management:

- Woodmen Road Metropolitan District – 16 years
- Woodmen Heights Metropolitan Districts 1 – 3 – 14 years
- Central Marksheffel Metropolitan District – 13 years
- Ventana Metropolitan District
- Cascade Metropolitan District No. 1
- Bentgrass Metropolitan District

- Woodmen Valley Fire Protection District
- Cathedral Pines Metropolitan District
- Constitution Heights Metropolitan District
- Bradley Heights Metropolitan District
- Barnes Center Metropolitan District
- Cascade Fire Protection District
- Winsome Metropolitan Districts 1 –4
- Beverly Hills Water Company, Inc.