



BENT GRASS METROPOLITAN DISTRICT

Regular Board Meeting
Tuesday, December 7, 2021 – 10:30 AM
119 North Wahsatch Ave
Colorado Springs, CO 80903,
or

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/475264565>

You can also dial in using your phone.

United States: +1 (224) 501-3412

Access Code: 475-264-565

Randle Case II, President
Term to May 2022

Lena Gail Case, Director
Term to May 2022

Bryan Long, Vice President/Secretary
Term to May 2023

Randy DeYoung, Director
Term to May 2023

Brian Bahr, Treasurer
Term to May 2022

AGENDA

1. Call to Order/Introductions
2. Approval of the Minutes from Board Meeting on October 5, 2021
3. Public Comment (For items not on the Agenda)
4. Financial matters
 - a. Public Hearing to consider adoption of a resolution approving the 2022 Budget, appropriating funds and establishing a property tax mill levy
5. Legal Matters
 - a. Consider adoption of a resolution calling for an election in 2022 and designating a Designated Election Official
 - b. Ratify District approval of Private Detention Basin/Stormwater Quality BMP Maintenance Agreements and Easement (see attached)
6. Review and Approval of Unaudited Financial Statements as of November 30, 2021 and Ratify Payables through November 30, 2021

7. Board President Report
8. Manager's Report
9. Development Updates
 - a. Residential and Commercial
 - b. Office Warehouse
10. Old Business
11. New Business
12. Confirm and Set Next Meeting
 - a. Scheduled for January 4, 2022 at 10:30 AM
13. Adjournment



**MINUTES OF A REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
BENT GRASS METROPOLITAN DISTRICT
HELD OCTOBER 5, 2021 AT 10:30 A.M.**

Pursuant to posted notice, the regular meeting of the Board of Directors of the Bent Grass Metropolitan District was held on Tuesday, October 5, 2021 at 10:30 AM, via electronic means and telephone conference call.

Attendance

In attendance were Directors:

Randle Case II, President
Lena Gail Case, Director
Bryan Long, Vice President/Secretary (by phone)
Brian Bahr, Treasurer (by phone)
Randy DeYoung, Director (by phone)

Also in attendance were:

Kevin Walker, WSDM
Peter Susemihl, Susemihl, McDermott, and Downie, P.C.

1. Call to Order & Introductions: President Case II called the meeting to order at 10:30 a.m. President Case II confirmed a quorum was present.
2. Approval of the Minutes from Special Board meeting of February 2, 2021: Director Lena Gail Case moved to approve the February 2, 2021 Minutes as presented; seconded by Director Bahr. Motion passed unanimously.
3. Public Comment: There was no public comment.
4. Review and Approval of Unaudited Financial Statements as of September 30, 2021 and Ratify Payables through September 30, 2021: Mr. Walker presented the unaudited financial statements as of September 30, 2021. He noted 97% of taxes and over 100% of projected facility fees have been collected for the year. Director Lena Gail Case moved to accept the unaudited financial statements as of September 30, 2021; seconded by Director Bahr. Motion passed unanimously. Mr. Walker presented the payables as of September 30, 2021. After review, Director Long moved to approve the payables as presented; seconded by Director Lena Gail Case. Director DeYoung asked for confirmation that after the \$955,000 payment to Challenger Communities for the signal and the construction in progress, the bond fund will total roughly \$1.2 Million. Mr. Walker confirmed that is correct. Motion passed with Director Bahr recusing himself.

5. Board President Report: President Case II presented the Board President Report. He noted there will be further discussions regarding the County and Water District on supply issues under Development Updates.

6. Manager's Report

a. Budget Process: Mr. Walker discussed the Budget Process and noted the draft budget will be distributed to the Board by the end of the week and no later than October 15th. The Budget Hearing will be held in November or December.

Mr. Walker reported that violation letters have been sent out in residential Filing No. 1. Violations are primarily for weeds, and RV's and trailers parked in driveways. Mr. Walker reported he is also working on determining who is paying for lights in Filing No. 1 with Challenger and he noted it may be Woodmen Hills. President Case II discussed that Woodmen Hills leadership has changed at the staff level in the past month.

7. Development Updates

a. Residential and Commercial: Director DeYoung reported he is waiting on the County to provide the fourth round of comments on the Man Cave project. Presales are going well and there is a lot of interest, but they are waiting on the County for dates. President Case II discussed commercial development updates and noted Mr. Waldthausen is expecting his approval back from the County soon for the 5-acre project in the east side of the project. There is a contract in negotiation for the user of the 1.6-acre piece between 7-Eleven and the dental clinic. There is also an 8-acre high-density residential opportunity at the north side of 7-Eleven. Director Bahr reported that Challenger is doing very well with sales, and they have no standing inventory. President Case II discussed the crossing at Bent Grass Meadow Drive is fully connected from west to east, and the busses are able to go north and south which is an improvement for their travel out of the fleet facility. There is a planned higher density residential at the south side of Bent Grass that is in process with the County. Falcon Marketplace at the northwest corner of Meridian and Woodmen is in development and Mr. Walker noted some fees were collected for an in-line commercial piece. President Case II discussed the roundabout at Falcon Marketplace and potential traffic issues. He will be meeting with the County Engineer to further discuss different approaches for this issue. President Case II discussed the stormwater relocation issue on the eastern portion of the District and is hoping to move forward with consolidation of the stormwater.

b. Office Warehouse: There was no additional discussion.

8. Old Business: There was no discussion.

9. New Business: The Board discussed the election next year with three board positions open. Directors Bahr, DeYoung and Lena Gail Case confirmed they would be willing to continue on the Board if needed. Mr. Walker noted they will further discuss this issue at the Budget Hearing.

10. Confirm and Set Next Meeting:

a. Scheduled for November 2, 2021 at 10:30 AM: The Board agreed to schedule the Budget Hearing for December 7, 2021 at 10:30 AM. The November meeting may be canceled if needed.

11. Adjournment: The Board adjourned the meeting at 11:00 a.m.

Respectfully Submitted,
Walker Schooler District Managers

By: Recording Secretary

RESOLUTION
BENT GRASS METROPOLITAN DISTRICT

A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES, ADOPTING A BUDGET, AND APPROPRIATING SUMS OF MONEY TO THE FUNDS AND IN THE AMOUNTS SET FORTH HEREIN FOR THE BENT GRASS METROPOLITAN DISTRICT (THE "DISTRICT"), EL PASO COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022, AND ENDING ON THE LAST DAY OF DECEMBER 2022 AND AMENDING THE 2021 BUDGET.

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

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

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was scheduled for December 7, 2021 and interested electors were given the opportunity to file or register any objections to said proposed budget; and

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

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

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

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

Section 3. Adoption of Budget. That the budget as submitted and attached and incorporated herein by this reference, and if amended, then as amended, is hereby approved and adopted as the budget of District for the year stated above and the 2021 amended budget is approved.

Section 4. Levy of General Property Taxes. That the foregoing budget indicated that the amount of money necessary to balance the budget for Operations and Maintenance is \$62,552. That the foregoing budget indicated that the amount of money necessary to balance the budget for Debt Obligations is \$217,721. That the valuation for assessment, as certified by the El Paso County Assessor, is \$7,238,970.

Section 5. Mill Levy. That for the purposes of meeting all expenses of operations and maintenance of the District for the budget year, there is hereby levied a tax of 8.641 mills upon each dollar of the total valuation of assessment of all taxable property within the District. That for the purposes of meeting all expenses of debt of the District for the budget year, there is hereby levied a tax of 30.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

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

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

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

ADOPTED AND APPROVED this 7th day of December 2021.

DISTRICT
BOARD OF DIRECTORS

By:_____

ATTEST:

Secretary

TO: County Commissioners¹ of EL PASO COUNTY, Colorado.

of the BENT GRASS METROPOLITAN DISTRICT
(local government)^C

Hereby officially certifies the following mills
to be levied against the taxing entity's GROSS \$ 7,238,970
assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of:

\$ _____
(NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)

Submitted: 12/2/21 for budget/fiscal year 2022
(not later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY²	REVENUE²
1. General Operating Expenses ^H	8.641 mills	\$ 62,552
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	8.641 mills	\$62,552
3. General Obligation Bonds and Interest ^J	30.000 mills	\$217,721
4. Contractual Obligations ^K	mills	\$
5. Capital Expenditures ^L	mills	\$
6. Refunds/Abatements ^M	mills	\$
7. Other ^N (specify): _____	mills	\$
_____	mills	\$
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	38.641 mills	\$279,721

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

Signed: _____ Title: Attorney

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

¹ If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

²Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's *final* certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

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

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

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS:

1.	Purpose of Issue:	Public Infrastructure
	Series:	General Obligation Limited Tax Bonds Refunding and Improvement Bonds, Series 2020 in the amount of \$6,750,000
	Date of Issue:	June 30, 2020
	Coupon Rate:	5.5%
	Maturity Date:	December 1, 2049
	Levy:	25.830
	Revenue:	\$140,783
2.	Purpose of Issue:	
	Series:	
	Date of Issue:	
	Coupon Rate:	
	Maturity Date:	
	Levy:	
	Revenue:	

CONTRACTS:

3.	Purpose of Contract:	
	Title:	
	Date:	
	Principal Amount:	
	Maturity Date:	
	Levy:	
	Revenue:	
4.	Purpose of Contract:	
	Title:	
	Date:	
	Principal Amount:	
	Maturity Date:	
	Levy:	
	Revenue:	

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

**BENT GRASS METROPOLITAN DISTRICT
2021 AMENDED AND 2022 BUDGET
GENERAL FUND**

	2020 ACTUAL	2021 ACTUAL	2021 PROJECTED / AMENDED	2021 BUDGET	2022 BUDGET
TRAFFIC SIGNAL FEE: BEGINNING FUND BALANCE	57,737.76	94,737.76	94,737.76	77,737.76	75,000.00
TRAFFIC SIGNAL FEE REVENUE - RESIDENTIAL (\$1,000/UNIT)	37,000.00	64,000.00	70,000.00	60,000.00	75,000.00
TRAFFIC SIGNAL FEE REVENUE - COMMERCIAL (\$10k/ACRE)				100,000.00	-
CONSTRUCTION	-		(375,000.00)	(237,737.76)	-
TRAFFIC SIGNAL FEE: ENDING FUND BALANCE	94,737.76	158,737.76	(210,262.24)	-	150,000.00
BEGINNING FUND BALANCE	27,690.90	277,896.41	277,896.41	288,365.41	316,722.82
REVENUES					
FACILITY FEES (\$500/UNIT) 60 SF units	18,500.00	38,000.00	42,000.00	30,000.00	25,000.00
PLATTING FEES (5500/ACRE) 10 ACRES	247,170.00			55,000.00	50,000.00
GENERAL PROPERTY TAXES	46,363.54	47,178.79	47,178.79	47,178.65	62,551.94
DELINQUENT TAX AND INTEREST	0.06	139.61	139.61		-
SPECIFIC OWNERSHIP TAXES	5,039.49	4,659.63	5,556.54	3,302.51	4,378.64
TAX ABATEMENT - INTEREST					-
INTEREST INCOME	336.71	480.71	646.65	300.00	700.00
TOTAL REVENUES	317,409.80	90,458.74	95,521.59	135,781.16	142,630.58
TOTAL REVENUE AND FUND BALANCE	345,100.70	368,355.15	373,418.00	424,146.57	459,353.39
EXPENDITURES					
ACCOUNTING AND OFFICE/POSTAGE	235.55	182.94	242.00	50.00	300.00
AUDIT	8,100.00	8,400.00	8,400.00	-	9,000.00
BANK FEES/LOC FEE	417.27	341.63	512.00	100.00	600.00
DISTRICT MANAGEMENT	24,000.00	36,667.07	30,000.00	30,000.00	36,000.00
COVENANT ENFORCEMENT			-	6,000.00	6,000.00
ELECTION			-	-	-
INSURANCE	3,963.00		4,000.00	4,000.00	7,500.00
LANDSCAPING & POND MAINTENANCE	9,411.12	6,036.52	7,500.00	15,000.00	12,500.00
LEGAL	19,771.75	2,672.53	5,000.00	16,000.00	8,000.00
SPECIAL DISTRICT DUES (SDA)	610.48	333.05	333.05	1,300.00	800.00
TREASURER'S FEES	695.12	708.13	708.13	707.68	938.28
CONTINGENCY			-	3,000.00	3,000.00
TOTAL EXPENDITURES	67,204.29	55,341.87	56,695.18	76,157.68	84,638.28
OTHER FINANCING SOURCES					
TRANSFER OUT: DEBT SERVICE					
TRANSFER OUT: CAPITAL					-
TRANSFER TO DEBT SERVICE FUND					
GENERAL FUND: ENDING BALANCE	277,896.41	313,013.28	316,722.82	347,988.89	374,715.11
EMERGENCY RESERVE: State Required at 3%	2,016.13	1,660.26	1,700.86	2,284.73	2,539.15
ASSESSED VALUATION	4,440,460	5,459,860	5,459,860	5,459,860	7,238,970
MILL LEVY	10.328	8.641	8.641	8.641	8.641

**BENT GRASS METROPOLITAN DISTRICT
2021 AMENDED AND 2022 BUDGET
DEBT SERVICE FUND**

	2020 ACTUAL	2021 ACTUAL	2021 PROJECTED AMENDED	2021 BUDGET	2021 BUDGET
SERIES 2020 DEBT SERVICE: FUND BALANCE	503,015.63	355,211.14	355,211.14		
INTEREST INCOME	517.31	124.81	187.22		
BANK FEES	(39.82)	(35.22)	(35.22)		
TRANSFERS	359				
INTEREST PAYMENT	(148,640.62)	(177,187.50)	(354,375.00)		
TOTAL	355,211.14	178,113.23	988.14	-	-
SERIES 2020 ESCROW ACCOUNT: RESERVE FUND	555,325.00	555,509.62	555,509.62		
INTEREST INCOME	587.22	217.83	282.00		
BANK FEES	(43.96)	(55.26)	(55.26)		
TRANSFERS	(358.64)				
TOTAL	555,509.62	555,672.19	555,736.36	-	-
DEBT SERVICE FUND: BEGINNING BALANCE	-	910,720.76	910,720.76	1,006,839.33	1,823,008.23
SERIES 2020: REVENUE	6,750,000.00				
SERIES 2013: REVENUE					
REVENUES - BONDS	6,750,000.00			1,006,839.33	
GENERAL PROPERTY TAXES	115,911.28	163,796.31	163,796.31	163,795.80	217,169.10
DELINQUENT TAX AND INTEREST					
SPECIFIC OWNERSHIP TAXES	12,599.01	16,177.37	19,291.31	11,465.71	15,201.84
TRANSFER FROM GENERAL FUND					
INTEREST INCOME	4,271.29	1,366.49	514.00		
TOTAL REVENUES	6,882,781.58	181,340.17	183,601.62	1,182,100.84	232,370.94
TOTAL REVENUE & FUND BALANCE	6,882,781.58	1,092,060.93	1,094,322.38	2,188,940.17	2,055,379.17
EXPENDITURES					
TRANSFER TO CAPITAL/ PROJECT FUND	3,820,385.09				
TRANSFER TO BOND RESERVES/ SURPLUS	1,058,340.63				
REIMBURSEMENT TO GENERAL (O&M) FUND	-				
BANK CHARGES (BOND ACCOUNTS)	82.80	4,000.00	4,000.00	100.00	4,000.00
PROJECT MANAGEMENT	1,040.00				
AUDIT				9,000.00	-
DISTRICT MANAGEMENT					
LEGAL					
2013 BOND INTEREST PAYMENT	168,922.91			-	-
2013 BOND PRINCIPAL PAYMENT	1,400,000.00			-	-
2020 BOND INTEREST PAYMENT	65,162.91	354,375.00	354,375.00	354,375.00	354,375.00
2020 BOND PRINCIPAL PAYMENT				-	-
2020 COST OF ISSUANCE				-	-
Bond Disclosure Counsel	95,000.00				
Underwriter's Counsel	35,000.00				
District Counsel	20,000.00				
Market Study	10,880.50				
Market Study Retainer	10,000.00				
Cash-Flow Analysis	9,000.00				
Trustee Fee	5,000.00				
District Accountant/Manager	4,200.00				
Printing	1,500.00				
Aerial Photo	762.00				
Contingency	-				
Delivery Date Expense: Underwriter's Discount	135,000.00				
TREASURER'S FEES	1,739.00	2,458.58	2,458.58	2,456.94	3,257.54
TOTAL EXPENDITURES	6,842,015.84	360,833.58	360,833.58	365,931.94	361,632.54
DEBT SERVICE FUND: ENDING BALANCE	40,765.74	731,227.35	733,488.80	1,823,008.23	1,693,746.63
ASSESSED VALUATION	3,276.64	5,459,860.00	5,459,860.00	5,459,860.00	7,238,970.00
MILL LEVY	25.821	30.000	30.000	30.000	30.000
	36.149	38.641	38.641	38.641	38.641

**BENT GRASS METROPOLITAN DISTRICT
2021 AMENDED AND 2022 BUDGET
CAPITAL PROJECT FUND**

	2020 ACTUAL	2021 ACTUAL	2021 PROJECTED / AMENDED	2021 BUDGET	2022 BUDGET
PROJECT/CAPITAL FUND: BEGINNING BALANCE	3,093.62	2,397,644.68	2,397,644.68	2,600,000.90	1,397,284.68
REVENUES - BONDS					
PROJECT BOND FUND	3,820,385.09				
INTEREST INCOME	3,953.58	940.19	1,410.00		1,500.00
TOTAL REVENUES	3,824,338.67	940.19	1,410.00	-	1,500.00
TOTAL REVENUE & FUND BALANCE	3,827,432.29	2,398,584.87	2,399,054.68	2,600,000.90	1,398,784.68
EXPENDITURES					
REIMBURSE O&M FUND	20,880.50		-	30,000.00	
CAPITAL CONSTRUCTION	1,408,604.32		1,000,000.00	2,310,000.00	1,397,284.68
ENGINEERING/PLANNING			-	100,000.00	
PROJECT MANAGEMENT		1,770.00	1,770.00	100,000.00	
DISTRICT MANAGEMENT			-	10,000.00	
LEGAL			-	25,000.00	
WATER CONSULTING			-	20,000.00	
DEVELOPER REIMBURSEMENTS			-		
CONSTRUCTION MISC			-	5,000.00	
BANK SERVICE FEES	302.79	-			
TOTAL EXPENDITURES	1,429,787.61	1,770.00	1,001,770.00	2,600,000.00	1,397,284.68
OTHER FINANCING SOURCES					
TRANSFER IN: GENERAL FUND	-				
CAPITAL FUND: ENDING BALANCE	\$ 2,397,644.68	\$ 2,396,814.87	\$ 1,397,284.68	\$ 0.90	\$ 1,500.00

ELECTION RESOLUTION FOR 2022 REGULAR DISTRICT ELECTION

BENT GRALL METROPOLITAN DISTRICT

WHEREAS, the terms of office of three Directors Bahr and Eliot will be up for election at the regular special District election to be held on May 3, 2022 (“Election”); and

WHEREAS, in accordance with the provisions of the Special District Act (“Act”) and the Uniform Election Code of 1992 (“Code”), and the Election must be conducted to elect 3 Directors to serve for a term of three (3) years;

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

1. The regular election of the eligible electors of the District shall be held on May 3, 2022, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At the time, 3 Directors will be elected to serve a three-year term.

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

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

4. Applications for mail-in ballots may be filed with the Designated Election Official at 660 Southpointe Ct., Suite 210, Colorado Springs, CO 80906, no later than the close of business on the 7th day prior to the election (Tuesday, April 26, 2022), if the mail-in ballot is to be mailed to the elector, or until the close of business on the Friday immediately preceding the election (Friday, April 29, 2022), if the mail-in ballot will not be mailed to the elector.

5. Self-Nomination and Acceptance forms are available at the Designated

Election Official's office located at the above address. All candidates must file a Self-Nomination and Acceptance form with the Designated Election Official no later than the close of business (time: 5:00 p.m.) on Friday, February 25, 2022.

6. If the only matter before the electors is the election of Directors of the District and if, at the close of business on March 1, 2022, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent no later than March 1, 2021, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with the Code.

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

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

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

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

ADOPTED AND APPROVED this December 7, 2021.

BENT GRASS METROPOLITAN
DISTRICT

By _____
President

ATTEST:

By _____
Secretary

**PRIVATE DETENTION BASIN /
STORMWATER QUALITY BEST MANAGEMENT PRACTICE
MAINTENANCE AGREEMENT AND EASEMENT**

This PRIVATE DETENTION BASIN / STORMWATER QUALITY BEST MANAGEMENT PRACTICE MAINTENANCE AGREEMENT AND EASEMENT (Agreement) is made by and between EL PASO COUNTY by and through THE BOARD OF COUNTY COMMISSIONERS OF EL PASO COUNTY, COLORADO (Board or County) and [Challenger Communities, LLC](#) (Developer) and [BENT GRASS METROPOLITAN DISTRICT](#) (Metro District), a quasi-municipal corporation and political subdivision of the State of Colorado. The above may occasionally be referred to herein singularly as “Party” and collectively as “Parties.”

Recitals

A. WHEREAS, the District provides various municipal services to certain real property in El Paso County, Colorado referred to as [Falcon Meadows at Bent Grass F1](#).

B. WHEREAS, Developer is the owner of certain real estate (the Property or Subdivision) in El Paso County, Colorado, which Property is legally described in [Exhibit A](#) attached hereto and incorporated herein by this reference; and

C. WHEREAS, Developer desires to plat and develop on the Property a subdivision to be known as [Falcon Meadows at Bent Grass F1](#)

D. WHEREAS, the development of this Property will substantially increase the volume of water runoff and will decrease the quality of the stormwater runoff from the Property, and, therefore, it is in the best interest of public health, safety and welfare for the County to condition approval of this subdivision on Developer’s promise to construct adequate drainage, water runoff control facilities, and stormwater quality structural Best Management Practices (“BMPs”) for the subdivision; and

E. WHEREAS, Chapter 8, Section 8.4.5 of the El Paso County [Land Development Code](#), as periodically amended, promulgated pursuant to Section 30-28-133(1), Colorado Revised Statutes (C.R.S.), requires the County to condition approval of all subdivisions on a developer’s promise to so construct adequate drainage, water runoff control facilities, and BMPs in subdivisions; and

F. WHEREAS, the [Drainage Criteria Manual, Volume 2](#), as amended by Appendix I of the El Paso County [Engineering Criteria Manual \(ECM\)](#), as each may be periodically amended, promulgated pursuant to the County’s Colorado Discharge Permit System General Permit (MS4 Permit) as required by Phase II of the National Pollutant Discharge Elimination System (NPDES), which MS4 Permit requires that the County take measures to protect the quality of stormwater from sediment and other contaminants, requires subdividers, developers, landowners, and owners of facilities located in the County’s rights-of-way or easements to provide adequate permanent stormwater quality BMPs with new development or significant redevelopment; and

G. WHEREAS, Section 2.9 of the El Paso County [Drainage Criteria Manual](#) provides for a developer’s promise to maintain a subdivision’s drainage facilities in the event the County does not assume such responsibility; and

H. WHEREAS, developers in El Paso County have historically chosen water runoff detention basins as a means to provide adequate drainage and water runoff control in subdivisions, which basins, while effective, are less expensive for developers to construct than other methods of providing drainage and water runoff control; and

I. WHEREAS, Developer desires to construct for the subdivision one detention basin/stormwater quality BMP(s) (“detention basin/BMP(s)”) as the means for providing adequate drainage and stormwater runoff control and to meet requirements of the County’s MS4 Permit, and to provide for operating, cleaning, maintaining and repairing such detention basin/BMP(s); and

J. WHEREAS, Developer desires to construct the detention basin/BMP(s) on property that is or will be platted as Falcon Meadows at Bent Grass Fl, and as set forth on Exhibit B attached hereto; and

K. WHEREAS, Developer shall be charged with the duty of constructing the detention basin/BMP(s) and the Metro District shall be charged with the duties of operating, maintaining and repairing the detention basin/BMP(s) on the Property described in Exhibit B; and

L. WHEREAS, it is the County’s experience that subdivision developers and property owners historically have not properly cleaned and otherwise not properly maintained and repaired these detention basins/BMPs, and that these detention basins/BMPs, when not so properly cleaned, maintained, and repaired, threaten the public health, safety and welfare; and

M. WHEREAS, the County, in order to protect the public health, safety and welfare, has historically expended valuable and limited public resources to so properly clean, maintain, and repair these detention basins/BMPs when developers and property owners have failed in their responsibilities, and therefore, the County desires the means to recover its costs incurred in the event the burden falls on the County to so clean, maintain and repair the detention basin/BMP(s) serving this Subdivision due to the Developer’s or the Metro District’s failure to meet its obligations to do the same; and

N. WHEREAS, the County conditions approval of this Subdivision on the Developer’s promise to so construct the detention basin/BMP(s), and further conditions approval on the Metro District’s promise to reimburse the County in the event the burden falls upon the County to so clean, maintain and/or repair the detention basin/BMP(s) serving this Subdivision; and

O. WHEREAS, the County could condition subdivision approval on the Developer’s promise to construct a different and more expensive drainage, water runoff control system and BMPs than those proposed herein, which more expensive system would not create the possibility of the burden of cleaning, maintenance and repair expenses falling on the County; however, the County is willing to forego such right upon the performance of Developer’s and the Metro District’s promises contained herein; and

P. WHEREAS, the County, in order to secure performance of the promises contained herein, conditions approval of this Subdivision upon the Developer’s grant herein of a perpetual Easement over a portion of the Property for the purpose of allowing the County to periodically access, inspect, and, when so necessary, to clean, maintain and/or repair the detention basin/BMP(s); and

Q. WHEREAS, Pursuant to Colorado Constitution, Article XIV, Section 18(2) and Section 29-1-203, Colorado Revised Statutes, governmental entities may cooperate and contract with each other to provide any function, services, or facilities lawfully authorized to each.

Agreement

NOW, THEREFORE, in consideration of the mutual Promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The Parties incorporate the Recitals above into this Agreement.

2. Covenants Running with the Land: Developer and the Metro District agree that this entire Agreement and the performance thereof shall become a covenant running with the land, which land is legally described in Exhibit A attached hereto, and that this entire Agreement and the performance thereof shall be binding upon themselves, their respective successors and assigns.

3. Construction: Developer shall construct on that portion of the Property described in Exhibit B attached hereto and incorporated herein by this reference, one detention basin/BMP(s). Developer shall not commence construction of the detention basin/BMP(s) until the El Paso County Development Services Department (DSD) has approved in writing the plans and specifications for the detention basin/BMP(s) and this Agreement has been signed by all Parties and returned to the DSD. Developer shall complete construction of the detention basin/BMP(s) in substantial compliance with the County-approved plans and specifications for the detention basin/BMP(s). Failure to meet these requirements shall be a material breach of this Agreement, and shall entitle the County to pursue any remedies available to it at law or in equity to enforce the same. Construction of the detention basin/BMP(s) shall be substantially completed within one (1) year (defined as 365 days), which one year period will commence to run on the date the approved plat of this Subdivision is recorded in the records of the El Paso County Clerk and Recorder. Rough grading of the detention basin/BMP(s) must be completed and inspected by the El Paso County Development Services Department prior to commencing road construction.

In the event construction is not substantially completed within the one (1) year period, then the County may exercise its discretion to complete the project, and shall have the right to seek reimbursement from the Developer and its respective successors and assigns, for its actual costs and expenses incurred in the process of completing construction. The term actual costs and expenses shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tool and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the Provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

4. Maintenance: The Metro District agrees for itself and its successors and assigns, that it will regularly and routinely inspect, clean and maintain the detention basin/BMP(s), and otherwise keep the same in good repair, all at its own cost and expense. No trees or shrubs that will impair the

structural integrity of the detention basin/BMP(s) shall be planted or allowed to grow on the detention basin/BMP(s).

5. Creation of Easement: Developer hereby grants the County and the Metro District a non-exclusive perpetual easement upon and across that portion of the Property described in [Exhibit B](#). The purpose of the easement is to allow the County and the Metro District to access, inspect, clean, repair and maintain the detention basin/BMP(s); however, the creation of the easement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

6. County's Rights and Obligations: Any time the County determines, in the sole exercise of its discretion, that the detention basin/BMP(s) is not properly cleaned, maintained and/or otherwise kept in good repair, the County shall give reasonable notice to the Developer, the Metro District and their respective successors and assigns, that the detention basin/BMP(s) needs to be cleaned, maintained and/or otherwise repaired. The notice shall provide a reasonable time to correct the problem(s). Should the responsible parties fail to correct the specified problem(s), the County may enter upon the Property to so correct the specified problem(s). Notice shall be effective to the above by the County's deposit of the same into the regular United States mail, postage pre-paid. Notwithstanding the foregoing, this Agreement does not expressly or implicitly impose on the County a duty to so inspect, clean, repair or maintain the detention basin/BMP(s).

7. Reimbursement of County's Costs / Covenant Running With the Land: The Developer and the Metro District agree and covenant, for themselves, their respective successors and assigns, that they will reimburse the County for its costs and expenses incurred in the process of completing construction of, cleaning, maintaining, and/or repairing the detention basin/BMP(s) pursuant to the provisions of this Agreement.

The term "actual costs and expenses" shall be liberally construed in favor of the County, and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless of whether the County uses its own personnel, tools, equipment and supplies, etc. to correct the matter. In the event the County initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the County shall be entitled to its damages and costs, including reasonable attorney's fees, regardless of whether the County contracts with outside legal counsel or utilizes in-house legal counsel for the same.

8. Contingencies of Subdivision Approval: Developer's and the Metro District's execution of this Agreement is a condition of subdivision approval. Additional conditions of this Agreement include, but are not limited to, the following:

- a. Conveyance of [Tract D](#), as indicated on the final plat of the subdivision, from Developer to the Metro District (which will include a reservation of easement in favor of the County for purposes of accessing, inspecting, cleaning, maintaining, and repairing the detention basin/BMP(s)), and recording of the Deed for the same; and
- b. A copy of the Covenants of the Subdivision, if applicable, establishing that the Metro District is obligated to inspect, clean, maintain, and repair the detention basin/BMP(s).

The County shall have the right, in the sole exercise of its discretion, to approve or disapprove any documentation submitted to it under the conditions of this Paragraph, including but not limited to, any separate agreement or amendment, if applicable, identifying any specific maintenance responsibilities not addressed herein. The County's rejection of any documentation submitted hereunder shall mean that the appropriate condition of this Agreement has not been fulfilled.

9. Agreement Monitored by El Paso County Development Services Department and/or El Paso County Department of Transportation: Any and all actions and decisions to be made hereunder by the County shall be made by the Director of the El Paso County Development Services Department and/or the Director of the El Paso County Department of Transportation. Accordingly, any and all documents, submissions, plan approvals, inspections, etc. shall be submitted to and shall be made by the Director of the Development Services Department and/or the Director of the El Paso County Department of Transportation.

10. Indemnification and Hold Harmless: To the extent authorized by law, Developer and the Metro District agree, for themselves, their respective successors and assigns, that they will indemnify, defend, and hold the County harmless from any and all loss, costs, damage, injury, liability, claim, lien, demand, action and causes of action whatsoever, whether at law or in equity, arising from or related to their respective intentional or negligent acts, errors or omissions or that of their agents, officers, servants, employees, invitees and licensees in the construction, operation, inspection, cleaning (including analyzing and disposing of any solid or hazardous wastes as defined by State and/or Federal environmental laws and regulations), maintenance, and repair of the detention basin/BMP(s), and such obligation arising under this Paragraph shall be joint and several. Nothing in this Paragraph shall be deemed to waive or otherwise limit the defense available to the County pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.* C.R.S., or as otherwise provided by law.

11. Severability: In the event any Court of competent jurisdiction declares any part of this Agreement to be unenforceable, such declaration shall not affect the enforceability of the remaining parts of this Agreement.

12. Third Parties: This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceeding against either the County, the Developer, the Metro District, or their respective successors and assigns, because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.

13. Solid Waste or Hazardous Materials: Should any refuse from the detention basin/BMP(s) be suspected or identified as solid waste or petroleum products, hazardous substances or hazardous materials (collectively referred to herein as "hazardous materials"), the Developer and the Metro District shall take all necessary and proper steps to characterize the solid waste or hazardous materials and properly dispose of it in accordance with applicable State and/or Federal environmental laws and regulations, including, but not limited to, the following: Solid Wastes Disposal Sites and Facilities Acts, §§ 30-20-100.5 – 30-20-119, C.R.S., Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, 6 C.C.R. 1007-2, *et seq.*, Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, and Federal Solid Waste Regulations 40 CFR Ch. I. The County shall not be responsible or liable for identifying, characterizing, cleaning up, or disposing of such solid waste or hazardous materials. Notwithstanding the previous sentence, should any refuse cleaned up and disposed of by the County be determined to be solid waste or hazardous materials, the Developer and the Metro District, but not the County, shall be

responsible and liable as the owner, generator, and/or transporter of said solid waste or hazardous materials.

14. Applicable Law and Venue: The laws, rules, and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation, and execution of this Agreement, except that Federal law may be applicable regarding solid waste or hazardous materials. Venue shall be in the El Paso County District Court.

15. Limitation on Developer's Obligation and Liability: The obligation and liability of the Developer hereunder shall only continue until such time as the Final Plat as described in Paragraph Three (3) of the Recitals set forth above is recorded and the Developer completes the construction of the detention basin/BMP(s) and transfers all applicable maintenance and operation responsibilities to the Metro District. By execution of this agreement, the Metro District agrees to accept all responsibilities and to perform all duties assigned to it, including those of the Developer, as specified herein, upon transfer of Tract D from Developer to the Metro District.

IN WITNESS WHEREOF, the Parties affix their signatures below.

Executed this _____ day of _____, 20____, by:

Challenger Communities, LLC

By: _____
Jim Byers, VP of Community Development

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Jim Byers, VP of Community Development, Challenger Communities LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Executed this _____ day of _____, 20____, by:

BENT GRASS METROPOLITAN DISTRICT

By: _____
Insert name, President

Attest:

By: _____
[Insert name], [Insert title]

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by [Insert name], President, and [Insert name], [Insert title], BENT GRASS METROPOLITAN DISTRICT

Witness my hand and official seal.

My commission expires: _____

Notary Public

Executed this _____ day of _____, 20____, by:

BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO

By: _____

_____, Chair

Attest:

County Clerk and Recorder

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, Chair of the Board of County Commissioners of El Paso County,
Colorado, as Attested to by _____, County Clerk and Recorder.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Approved as to Content and Form:

Deleted: ¶

Assistant County Attorney

DESCRIPTION

TRACT J, BENT GRASS RESIDENTIAL FILING NO. 2, AND A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 13 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, TOGETHER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1 BEARS N00°13'46"W, MONUMENTED BY THE SOUTHWEST CORNER OF SAID SECTION 1, BEING A 2-1/2 INCH ALUMINUM CAP IN RANGE BOX STAMPED "PLS 17664", AND BY THE WEST QUARTER CORNER OF SAID SECTION 1, BEING A 2" ALUMINUM CAP STAMPED "PLS 28651", WITH ALL BEARINGS HEREIN RELATIVE THERETO;

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT J, BENT GRASS RESIDENTIAL FILING NO. 2, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 1 BEARS S76°41'03"W, A DISTANCE OF 1329.47 FEET;

THENCE WITH THE EAST LINE OF SAID TRACT J THE FOLLOWING 14 COURSES AND DISTANCES:

- 1) THENCE S26°40'04"W, A DISTANCE OF 9.94 FEET;
- 2) THENCE S01°57'40"E, A DISTANCE OF 46.06 FEET;
- 3) THENCE S15°47'28"E, A DISTANCE OF 30.15 FEET;
- 4) THENCE S34°08'10"E, A DISTANCE OF 47.85 FEET;
- 5) THENCE S28°20'56"E, A DISTANCE OF 36.54 FEET;
- 6) THENCE S15°26'30"E, A DISTANCE OF 53.32 FEET;
- 7) THENCE S03°48'10"E, A DISTANCE OF 128.46 FEET;
- 8) THENCE S07°21'24"E, A DISTANCE OF 39.42 FEET;
- 9) THENCE S02°47'16"E, A DISTANCE OF 65.86 FEET;
- 10) THENCE S08°08'05"E, A DISTANCE OF 40.13 FEET;
- 11) THENCE S29°32'25"E, A DISTANCE OF 40.95 FEET;
- 12) THENCE S39°19'40"E, A DISTANCE OF 23.98 FEET;
- 13) THENCE S14°46'26"E, A DISTANCE OF 84.13 FEET TO A POINT ON THE WEST LINE OF TRACT K, BENT GRASS RESIDENTIAL FILING NO. 2;
- 14) S17°32'07"W, A DISTANCE OF 16.60 FEET TO A POINT ON THE WEST LINE OF TRACT K, BENT GRASS RESIDENTIAL FILING NO. 2 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

THENCE WITH THE WEST LINE OF SAID TRACT K AND SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°47'57", HAVING A RADIUS OF 450.00 FEET, AN ARC LENGTH OF 273.31 FEET, AND WHOSE CHORD BEARS S17°36'37"E, A CHORD DISTANCE OF 269.13 FEET;

THENCE CONTINUING WITH THE WEST LINE OF SAID TRACT K, S00°12'38"E, A DISTANCE OF 119.39 FEET TO THE SOUTHEAST CORNER OF SAID TRACT K;

THENCE DEPARTING THE WEST LINE OF SAID TRACT K, S89°47'22"W, A DISTANCE OF 1,010.80 FEET TO A POINT ON THE EAST LINE OF BENT GRASS MEADOWS DRIVE;

THENCE WITH THE WEST AND SOUTH LINES OF BENT GRASS MEADOWS DRIVE THE FOLLOWING 5 COURSES AND DISTANCES:

- 1) THENCE N00°13'46"W, A DISTANCE OF 206.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
- 2) THENCE WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 23°58'12", HAVING A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 219.64 FEET, AND WHOSE CHORD BEARS N11°45'20"E, A CHORD DISTANCE OF 218.04 FEET;
- 3) THENCE N23°44'26"E, A DISTANCE OF 301.49 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT;
- 4) THENCE WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 65°45'45", HAVING A RADIUS OF 525.00 FEET, AN ARC LENGTH OF 602.58 FEET, AND WHOSE CHORD BEARS N56°37'18"E, A CHORD DISTANCE OF 570.04 FEET;
- 5) THENCE N89°30'12"E, A DISTANCE OF 149.93 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 18.17 ACRES (791,306 SQUARE FEET), MORE OR LESS.

Bent Grass Metropolitan District

Balance Sheet

As of November 30, 2021

	Nov 30, 21
ASSETS	
Current Assets	
Checking/Savings	
1110 · BGMD Herring (CSB) Checking	1,381,026.03
1111 · UMB-2020 Bond Fund 153518.1	178,473.90
1112 · UMB-2020 Reserve Fund 153518.2	555,331.74
1115 · UMB-2020 Project Fund 153518.4	1,583,245.43
Total Checking/Savings	3,698,077.10
Other Current Assets	
1390 · Undeposited Funds	9,000.00
Total Other Current Assets	9,000.00
Total Current Assets	3,707,077.10
Fixed Assets	
1550 · Construction	2,353,151.26
1590 · Construction in Progress	
Traffic Signal	58,707.44
1590 · Construction in Progress - Other	1,393,473.04
Total 1590 · Construction in Progress	1,452,180.48
Total Fixed Assets	3,805,331.74
TOTAL ASSETS	7,512,408.84
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2010 · Accounts Payable	749.59
Total Accounts Payable	749.59
Other Current Liabilities	
2015 · Developer Advance - DeYoung	807,348.00
2016 · Interest Payable - DeYoung	54,495.99
Total Other Current Liabilities	861,843.99
Total Current Liabilities	862,593.58
Long Term Liabilities	
2-2020 · 2020 Bond Fund	
2-2021 · Interest Income - Debt	2.18
2-2020 · 2020 Bond Fund - Other	6,750,000.00
Total 2-2020 · 2020 Bond Fund	6,750,002.18
Total Long Term Liabilities	6,750,002.18
Total Liabilities	7,612,595.76
Equity	
3910 · Retained Earnings	-190,137.25
Net Income	89,950.33
Total Equity	-100,186.92
TOTAL LIABILITIES & EQUITY	7,512,408.84

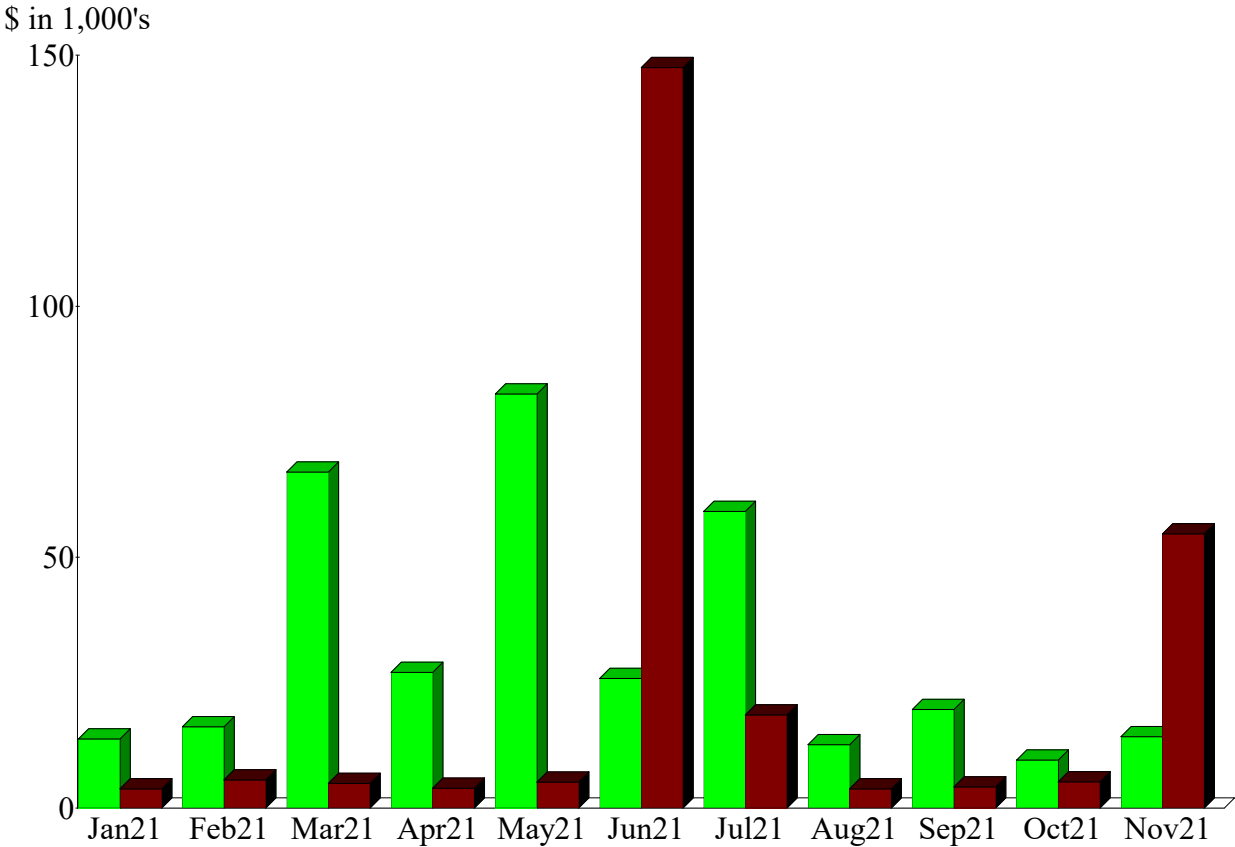
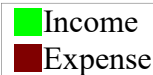
Bent Grass Metropolitan District

Profit & Loss Budget vs. Actual

January through November 2021

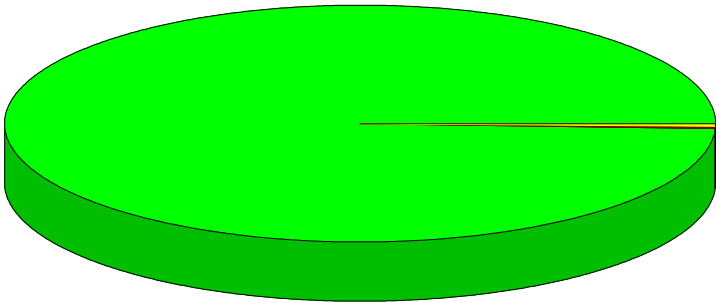
	TOTAL				
	Nov 21	Jan - Nov 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Fees					
Facility Fees	4,000.00	38,000.00	30,000.00	8,000.00	126.67%
Platting	0.00	0.00	55,000.00	-55,000.00	0.0%
Taxes					
Current - Debt	0.00	163,796.31	163,795.80	0.51	100.0%
Current - O&M	0.00	47,178.79	47,178.65	0.14	100.0%
Delinquent	0.00	139.61			
Specific - Debt	1,745.58	16,177.37	11,465.71	4,711.66	141.09%
Specific - O&M	502.79	4,659.63	3,302.51	1,357.12	141.09%
Total Taxes	2,248.37	231,951.71	225,742.67	6,209.04	102.75%
Traffic Signal	8,000.00	76,000.00	160,000.00	-84,000.00	47.5%
Total Income	14,248.37	345,951.71	470,742.67	-124,790.96	73.49%
Expense					
Copies & Postage	0.00	182.94	50.00	132.94	365.88%
6030 · Treasurer's Collection Fee - GF	0.00	708.13	3,164.62	-2,456.49	22.38%
6035 · Treasurers Collection Fee - DS	0.00	2,458.59			
6060 · Bank Service Charges					
Lender/ Trustee Fees	0.00	4,000.00			
6060 · Bank Service Charges - Other	0.00	341.63	200.00	141.63	170.82%
Total 6060 · Bank Service Charges	0.00	4,341.63	200.00	4,141.63	2,170.82%
6075 · Debt Service Interest	0.00	143,115.50			
6160 · Dues and Subscriptions	0.00	333.05	1,300.00	-966.95	25.62%
6180 · Insurance	0.00	0.00	4,000.00	-4,000.00	0.0%
6200 · Interest Expense					
6202 · Loan Interest	54,495.99	54,495.99			
6200 · Interest Expense - Other	0.00	0.00	354,375.00	-354,375.00	0.0%
Total 6200 · Interest Expense	54,495.99	54,495.99	354,375.00	-299,879.01	15.38%
6240 · Miscellaneous	0.00	0.00	3,000.00	-3,000.00	0.0%
6570 · Professional Fees					
Construction Management	0.00	1,770.00			
Covenant Enforcement	0.00	0.00	6,000.00	-6,000.00	0.0%
District Management	0.00	33,333.70	30,000.00	3,333.70	111.11%
Landscaping Maintenance	165.00	6,036.52	15,000.00	-8,963.48	40.24%
6571 · Accounting	0.00	8,400.00	9,000.00	-600.00	93.33%
6572 · Legal Fees	0.00	2,672.53	16,000.00	-13,327.47	16.7%
Total 6570 · Professional Fees	165.00	52,212.75	76,000.00	-23,787.25	68.7%
Total Expense	54,660.99	257,848.58	442,089.62	-184,241.04	58.33%
Net Ordinary Income	-40,412.62	88,103.13	28,653.05	59,450.08	307.48%
Other Income					
7010 · Interest Income	0.00	480.71	300.00	180.71	160.24%
7011 · Bond Interest Income	0.00	1,366.49			
Total Other Income	0.00	1,847.20	300.00	1,547.20	615.73%
Net Income	-40,412.62	89,950.33	28,953.05	60,997.28	310.68%

Income and Expense by Month January through November 2021



Income Summary January through November 2021

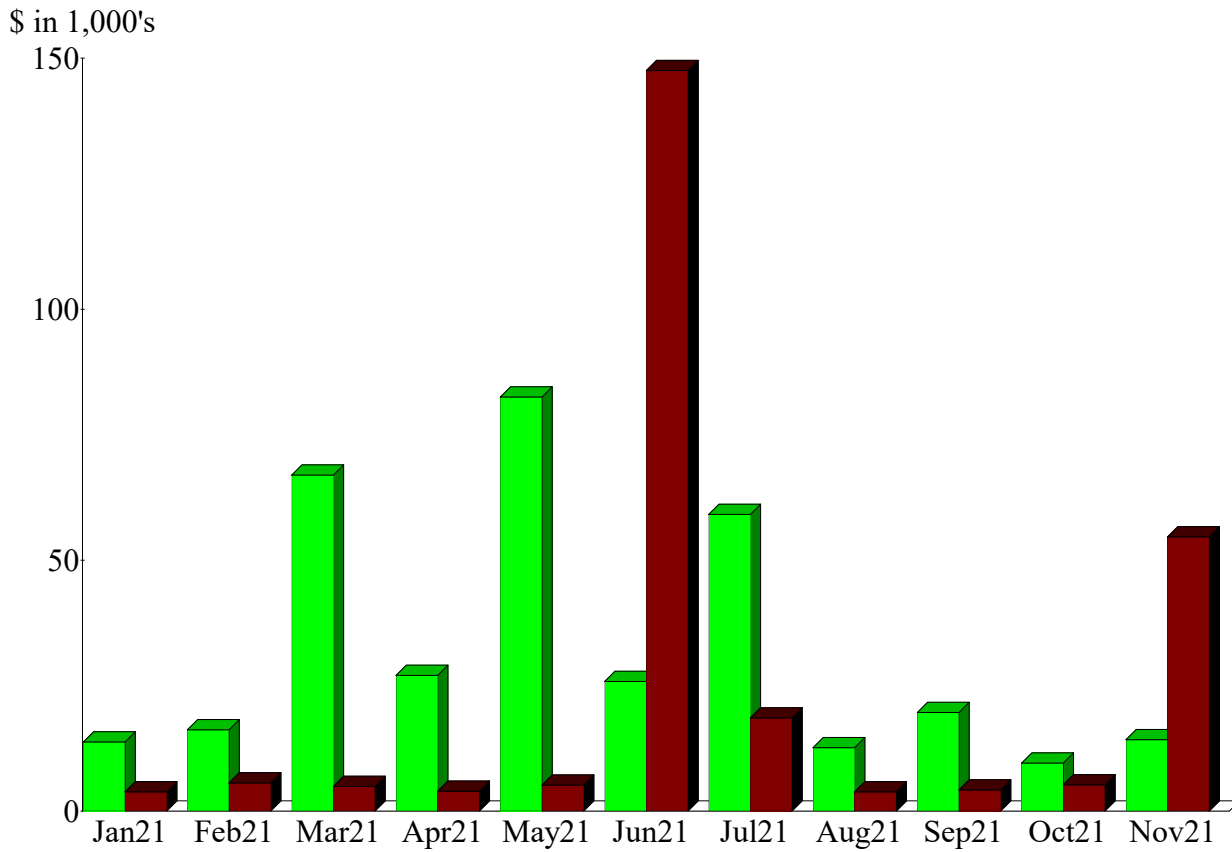
Fees	99.47%
7011 · Bond Interest Income	0.39
7010 · Interest Income	0.14
Total	\$347,798.91



By Account

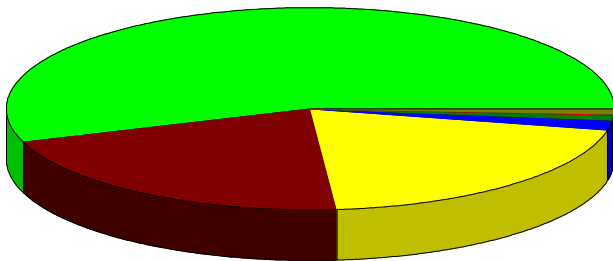
Income and Expense by Month January through November 2021

Income
Expense



Expense Summary January through November 2021

6075 · Bond Expense	55.50%
6200 · Interest Expense	21.13
6570 · Professional Fees	20.25
6060 · Bank Service Charges	1.68
6035 · Treasurers Collection Fee - DS	0.95
6030 · Treasurer's Collection Fee - GF	0.27
6160 · Dues and Subscriptions	0.13
Copies & Postage	0.07
Total	\$257,848.58



By Account

Bent Grass Metropolitan District
PAYMENT REQUEST
11/16/2021

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Retainage	Amount this Draw	Comments
Susemihi, McDermott & Downie, PC	33802	10/31/2021	\$ 1,476.28		\$ 1,476.28	
Walker Schooler District Managers	6912	10/31/2021	\$ 3,333.37		\$ 3,333.37	
Weisbirg Landscaping	43893	11/8/2021	\$ 165.00		\$ 165.00	
Woodmen Hills Metro District	14114	10/31/2021	\$ 37.86		\$ 37.86	
TOTAL			\$ 5,012.51	\$ -	\$ 5,012.51	

3

DEBT SERVICE FUND ACCOUNT

Company	Invoice	Date	Amount	Retainage	Amount this Draw	Comments
UMB - Bent Grass Metro District	BG20	12/1/2021	\$ 177,187.50		\$ 177,187.50	Interest Paid From Bond Fund
TOTAL			\$ 177,187.50		\$ 177,187.50	

_____, President \$5,012.51
Bent Grass Metropolitan District