

VISTAS AT WEST MESA METROPOLITAN DISTRICT

Special Board Meeting

Wednesday, November 8, 2023, immediately following the Annual Meeting at 11:00 a.m.

Via Teleconference and at 614 N. Tejon St., Colorado Springs, CO 80903

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

<https://video.cloudoffice.avaya.com/join/366741062>

Call-in Number: (213) 463-4500

Meeting ID: 366741062

Board of Director	Title	Term
Jeff Powles	President	May 2027
Thomas Pucciano	Vice President	May 2025
Slade Nelson	Secretary	May 2025
Chris Musselman	Treasurer	May 2027
VACANT	Assistant Secretary	May 2027

AGENDA

1. Call to Order/Declaration of Quorum
2. Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment - Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
5. Consent Agenda - The items listed below are a group of items to be acted on with a single motion and vote by the Board. Any item may be removed from the Consent Agenda upon request of any Board member.
 - a. Approval of Special Meeting Minutes from October 13, 2023 (**enclosure**)
 - b. Approval of Warranty Agreement with Grays Development Company, Inc. for Retaining Walls, Fencing, and Alleys (**enclosure**)
 - c. Approval of Second Task Order from Independent District Engineering Services, LLC for Cost Certification Services (**enclosure**)
6. Legal Matters
 - a. Consider Adoption of Annual Administrative Resolution (2024) (**enclosure**)
 - b. First Amendment to Funding and Reimbursement Agreement (Operations and Maintenance) with Grays Development Company Inc. (**enclosure**)
7. Insurance Matters
 - a. Discuss and Review Proposal for Renewal of General Liability Schedule and Limits and Property Schedule and Consider Approval and Authorization to Bind Coverage
 - i. Review Property Schedule
8. Financial Matters
 - a. Conduct a Public Hearing on 2023 Budget Amendment and Consider Adoption of Resolution Amending the 2023 Budget (**enclosure**)

- b. Conduct a Public Hearing on the 2024 Budget and Consider Adoption of Resolution Adopting the Budget, Appropriating Funds, and Certifying Mill Levies (**enclosure**)
- 9. New Business
 - a. Review and Consider Approval of the 2024 WSDM Engagement Letter
- 10. Adjournment – Next Board Meeting is scheduled for February 9, 2024 _____





**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS
VISTAS AT WEST MESA METROPOLITAN DISTRICT
OCTOBER 13, 2023, AT 11:30:00 AM**

Pursuant to posted notice, the special meeting of the Board of Directors of the Vistas at West Mesa Metropolitan District was held on Friday, October 13th at 11:30 a.m., at 614 N. Tejon Street, Colorado Springs, CO 80903, and via video teleconference.

In attendance were Directors:

Jeff Powles, President (Excused)
Chris Musselman, Treasurer (Excused)
Slade Nelson, Secretary
Thomas Pucciano, Vice President

Also in attendance were:

Kevin Walker, WSDM District Managers
George Rowley, White Bear Ankele Tanaka & Waldron
Audrey Johnson, White Bear Ankele Tanaka & Waldron

1. Call to Order/Declaration of Quorum: President Powles called the meeting to order at 11:30 a.m. and confirmed a quorum was present.
2. Conflict of Interest Disclosures: Mr. Rowley advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Rowley 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. Rowley noted that a quorum was present and inquired as to whether members of the Board had any additional disclosures of potential or existing conflicts of interest pertaining to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The Board determined that the participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.
3. Approval of the Agenda: Ms. Smith noted that a letter of resignation had been received from Steve Shenk, which should be added to the agenda for acceptance. President Powles agreed with the addition and moved to approve the Agenda as amended; seconded by Director Pucciano. Motion passed unanimously.
4. Director Resignation: Mr. Rowley explained that Steve Shenk had submitted a letter of resignation and reviewed the Board's options for appointment in brief. After discussion, President Powles motioned to accept Mr. Shenk's resignation, effective immediately, and to consider

appointments to the vacant seat at the next meeting; seconded by Director Pucciano. Motion passed unanimously.

5. Public Comment: There was no public comment.
6. Consent Agenda: Ms. Smith inquired about speeding up the process for obtaining Developer Advance funding. Director Musselman and President Powles confirmed that requests for funding should be sent Directors Powles and Musselman, copying Dan and Chantelle at Grays development for the quickest turnaround. After review, President Powles moved to approve the Consent Agenda as presented; seconded by Director Pucciano. Motion passed unanimously.
 - a. Approval of Special Meeting Minutes from June 30, 2023
 - b. Approval of Meeting Minutes from July 25, 2023
 - c. Payment of Claims through October 13, 2023
 - d. Unaudited Financial Statements as of September 30, 2023
7. Development Update
 - a. President Powles stated that a walk is scheduled for next week to review the landscaping for reimbursement and turn-over.
8. Manager's Report
 - a. Ms. Smith presented the Manager's Report in brief.
9. Financial Matters:
 - a. Other Bond Matters – Expenses are being culminated for the final draw on the existing Capital Funds.
 - b. Discuss Annual Townhall – Ms. Smith reviewed the intended schedule for the Annual Townhall Meeting on November 8th. President Powles requested that an overview of the bond process and purpose be added to the Annual Meeting Presentation. No additional action was required.
 - c. Discuss Preliminary Assessed Valuation Analysis – Ms. Smith presented a comparison of the 2022 and 2023 Assessed Valuations and the resulting variance in property tax income.
 - d. Review and Discuss District 2024 Maintenance – Ms. Smith reviewed the known maintenance items and asked if the Board is aware of any additional items upcoming. President Powles stated that there are not any additional items at this time, but some may arise during next week's landscape walkthrough.
 - e. Public Hearing on 2022 Budget Amendment and Consider Adoption of Resolution: Mr. Rowley opened the Public Hearing on 2022 Budget Amendment at 12:00 p.m. After no public comment, the Public Hearing was closed at 12:01 p.m. Mr. Rowley and Ms. Smith both confirmed that no comments were received regarding the Budget. President Powles moved to approve the 2022 Budget Amendment Resolution; seconded by Director Pucciano. Motion passed unanimously.
10. General Business:
 - a. Discuss and Consider Approval for Vacation of Easements – The Board reviewed the proposed easement vacations as itemized below. Directors Powles moved to approve the vacation of easement area encompassing the area four feet out and sixty feet across the front of each two Lots as itemized below and to authorize President Powles in conjunction with Legal Counsel to facilitate any necessary resolution(s) or documentation regarding this vacation; seconded by Director Pucciano. Motion passed unanimously.

- i. Lots 11-12
- ii. Lots 13-14
- iii. Lots 21-22
- iv. Lots 23-24
- v. Lots 33-34
- vi. Lots 35-36
- vii. Lots 43-44
- viii. Lots 45-46
- ix. Lots 55-56
- x. Lots 57-58
- xi. Lots 65-66
- xii. Lots 67-68
- xiii. Lots 77-78
- xiv. Lots 79-80
- xv. Lots 87-88
- xvi. Lots 89-90

11. Adjournment: The Board unanimously adjourned the meeting at 12:04 p.m.
- a. Next Special Meeting – November 8, 2023, immediately following the Annual Meeting at 11:00 a.m. via teleconference.

Respectfully Submitted,

By: President

THESE MINUTES ARE APPROVED AS THE OFFICIAL OCTOBER 13, 2023 MINUTES OF THE VISTAS AT WEST MESA METROPOLITAN DISTRICT.



WARRANTY AGREEMENT

This WARRANTY AGREEMENT (the “**Agreement**”) is entered into on November 8, 2023, by and between VISTAS AT WEST MESA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and GRAYS DEVELOPMENT COMPANY, INC., a Colorado corporation (“**GDC**”). The District and GDC are collectively referred to as the “**Parties**” or individually as a “**Party**.”

RECITALS

WHEREAS, the Parties entered into an Infrastructure Acquisition and Reimbursement Agreement dated March 11, 2022 (the “**Improvements Agreement**”); and

WHEREAS, GDC has requested the District accept and acquire improvements, including retaining walls, fencing, and alleyways (the “**Public Improvements**”) constructed within the Vistas at West Mesa project, in the City of Colorado Springs (“**City**”), as more particularly described in the cost certification report provided by Independent District Engineering Services, dated June 2023, attached hereto and incorporated as **Exhibit A**, and to reimburse GDC for advances made on behalf of the District; and

WHEREAS, pursuant to the Improvements Agreement, one condition precedent of the District’s acceptance of the Public Improvements is a warranty agreement, whereby GDC agrees to indemnify the District for any mechanic or materialman’s liens from suppliers and subcontractors for labor performed or materials used or furnished in the construction of the Public Improvements and to warrant the Public Improvements during the applicable warranty periods until final acceptance by the District or other governmental entity; and

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. GDC Representations. GDC, to induce the District to acquire the Public Improvements, does hereby make the following representations to the District, with full knowledge and intent that the District will rely thereon:

a. There are no judgments, claims, or lawsuits against GDC in relation to the Public Improvements as of the date first set forth above;

b. All contractors, subcontractors, material providers and suppliers who furnished services, labor or materials in connection with the construction of the Public Improvements up to and through the date first set forth above have been paid.

2. Assignment of Warranties. GDC hereby agrees that the District is entitled to the rights to any and all warranties from contractors for the Public Improvements. GDC agrees to warrant, keep in good repair, and to make any repairs or changes to the Public Improvements listed in Cost Certifications attached as Exhibit A, which are required by the District or the City, until they are finally accepted by the City or the District. If at the time the District accepts the Public

Improvements, it is determined that the necessary property interests have not been granted to the District, GDC agrees to convey, or cause to be conveyed, the necessary property interests to the District upon request at no cost to the District.

3. Indemnification. GDC agrees to indemnify, defend and hold the District harmless against any liability for claims and/or liens for labor performed or materials used or furnished in the construction of the Public Improvements, including any costs and expenses incurred by the District in the defense of such claims and liens, reasonable attorneys' fees and any damages to the District resulting from such claims or liens.

4. Acceptance of Public Improvements. The Improvements Agreement requires that GDC provide the following information prior to accepting Public Improvements: a) approved change orders; b) drawings of the Public Infrastructure in form and content reasonably acceptable to the District; c) test results for improvements conforming to industry standards (compaction test results, concrete tickets, hardscape test results, cut-sheets, etc.) (if applicable); d) pressure test results for any irrigation system (if applicable); e) any operation and maintenance manuals; f) if the District is to assume ownership of any real property, a Special Warranty Deed, in a form acceptable to the District, conveying the real property to the District; and g) inspection of Public Improvements by District Engineer.

The District and GDC acknowledge that due to the necessity and timing for providing and reimbursing for Public Improvement costs and the current state of construction of the Public Improvements, it is not possible to provide all the applicable items listed above at this time, and therefore, the Parties agree that GDC will provide the applicable items listed above as soon as GDC receives them. This provision supersedes any contrary provisions in the Improvements Agreement.

5. Notices. All notices, demands and communications (collectively, "Notices") under this Agreement shall be delivered or sent by: (a) first class, registered or certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight carrier, addressed to the address of the intended recipient set forth below or such other address as either Party may designate by notice pursuant to this Section, or (c) sent by confirmed facsimile transmission, PDF or email. Notices shall be deemed given either one (1) business day after delivery to the overnight carrier, three (3) days after being mailed as provided in clause (a) above, or upon confirmed delivery as provided in clause (c) above.

The District:

Vistas at West Mesa Metropolitan District
c/o WSDM District Managers
Attn: Kevin Walker
614 N. Tejon Street
Colorado Springs, CO 80903
kevin.w@wsdistricts.co

With a copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Ave., Suite 2000
Centennial, CO 80122

Attn: George M. Rowley
(303) 858-1800 (phone)
GRowley@wbapc.com (email)

To GDC:

Grays Development Company, Inc.
555 DTC Parkway, Suite 330
Greenwood Village, CO 80111
Attention: Ryan Lantz
(303) 501-0175 (phone)
rlantz@lokalhomes.com (email)

All Notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after sent via email, hand delivery or facsimile, or three (3) days after deposit with the United States Postal Service. The Parties may change the address to which future notices shall be sent by written notice, sent as described above.

6. Governing Law/Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, forum non-conveniens or otherwise. At the District's request, GDC shall carry on its duties and obligations under this Agreement during any legal proceedings until and unless this Agreement is otherwise terminated. In the event that it becomes necessary for either party to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

7. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to 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.

8. Severability. If any covenant, term, condition or provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition or provision shall not affect any other provision contained herein, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

9. Electronic Storage and Execution. The Parties agree that the transactions described in this Agreement may be conducted and related documents may be signed and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of electronically

signed and stored documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Any electronic signature affixed to this Agreement or any amendments or consents thereto shall carry the full legal force and effect of any original, handwritten signature.

10. Counterpart Execution. This Agreement may be executed in counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

11. No Third Party Beneficiaries. The Parties are the only beneficiaries of this Agreement. No other party shall be entitled to the benefit of this Agreement or to enforce its provisions.

12. Further Assurances. The Parties each covenant that they will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their respective obligations hereunder.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:
VISTAS AT WEST MESA
METROPOLITAN DISTRICT, a quasi-
municipal corporation and political subdivision
of the State of Colorado

By: _____
Officer of the District

Attest:

By: _____

GDC:
GRAYS DEVELOPMENT COMPANY,
INC., a Colorado corporation

By: _____

[Signature Page to Warranty Agreement]

EXHIBIT A
PUBLIC IMPROVEMENTS

Vistas at West Mesa Metropolitan District Cost Certification



Report #3
June 2023



Independent District Engineering Services, LLC
1626 Cole Blvd, Suite 125
Lakewood, CO 80401
www.idesllc.com

Vistas at West Mesa Metropolitan District Cost Certification Report #3

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June 23, 2023

Vistas at West Mesa Metropolitan District
2154 E. Commons Avenue
Suite 2000
Centennial, Colorado 80122

VISTAS AT WEST MESA METROPOLITAN DISTRICT COST CERTIFICATION REPORT #3

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Vistas at West Mesa Metropolitan District (District) to review the materials presented by Grays Development Company, Inc. (Developer) and substantiate the costs related to the financing, construction, and installation of the public improvements (District Eligible Costs). The District Eligible Costs reviewed are for the Centennial Townes development located in the City of Colorado Springs, Colorado (Project). This cost certification report summarizes the Engineer's approach and declares the total amount of District Eligible Costs associated with public improvements proposed for reimbursement.

The invoices reviewed were paid for by the Developer and are being certified as District Eligible Costs in the amount of **\$733,813.56**.

This report generally covers costs for the following public improvements: Earthwork, Compaction and Concrete Testing, Retaining Wall Construction, Fence Installation, Street Signage Installation, Paving Activities, Street Lighting, Surveying Services, and Soft Costs related to the public improvements such as Stormwater Management, Planning & Design Services, and the Payment of Permit Fees.

REFERENCE DOCUMENTS

The following documents were used in determining recommendations for this report:

- Infrastructure Acquisition and Reimbursement Agreement; by and between Vistas at West Mesa Metropolitan District and Grays Development Company, Inc; dated March 11, 2022
- Service Plan for Vistas at West Mesa Metropolitan District; by Lokal Homes; dated July 15, 2021
- Surveyor's Affidavit of Correction; by Bowman Consulting Group, Ltd.; recorded March 1, 2022.

The Engineer used the above documents only as a general guideline in certification of costs.

ASSUMPTIONS

The following assumptions were made for this report.

- No other entity will reimburse the developer for the District Eligible Costs included in this report.
- The Developer completed all storm water management practice inspections and requirements.
- It is assumed that geotechnical pavement designs have been performed and followed. It is assumed materials testing was performed during construction.
- Invoices presented do not represent the entire Project value, but rather the portion of the Project value provided for the Engineer's review. Other expenditures for the project exist.
- Expenditures that did not have enough information to be certified with this report may be certified in a future report.
- The appropriate land deeds will be granted before the District provides reimbursement.
- Public improvements included in this report will obtain acceptance.

DISCUSSION

Activities Conducted

For this report, the following activities were performed:

- The reference documents provided by the District and the Developer were reviewed.
- The invoices and other materials presented by the Developer were reviewed.
- A site visit was conducted. Project improvements were photographed when possible.
- Contact was made with Developer to verify knowledge of the work and services performed.
- Select invoiced unit costs were compared to other projects constructed in Colorado. Not all unit costs were compared, only a representative sample to ensure that the expenditures were reasonable overall.
- Select billed quantities were compared to construction document quantities to confirm amounts were reasonable.

This report was prepared with a specific scope and an elaborate analysis was not performed. Daily construction observation was not performed. This is a realistic and reasonable analysis to verify the public expenditures for the invoices and information provided by the Developer. Additional expenditures and information may result in adjustments to our cost certification.

Improvements

The reviewed improvement locations are generally represented in Attachment A and shown on the following documents:

- Centennial Townes Filing No. 1 Final Plat, by Bowman Consulting Group, Ltd., recorded December 20, 2021
- Final Landscape Plan, by National Engineering Services (N.E.S.) Inc., dated April 7, 2022
- Grading and Erosion Control Plan, by Bowman Consulting Group, Ltd., dated October 5, 2021
- PUD Development Plan, by National Engineering Services (N.E.S.) Inc., dated April 21, 2021
- Townhomes Utility Service Plan, by Bowman Consulting Group, Ltd., dated January 9, 2022
- Townhomes Wastewater Construction Plan, by Bowman Consulting Group, Ltd., dated January 9, 2022
- Townhomes Water Construction Plan, by Bowman Consulting Group, Ltd., dated January 9, 2022

Improvements to be acquired by the district for ownership, operation, & maintenance are listed below:

Parks & Recreation Improvements (Retaining Walls):

Location: Northern and Southwestern boundary of Tract L

Parks & Recreation Improvements (Fencing):

Location: Northern and Southwestern boundary of Tract L

Streets Improvements (“Alleys”):

Locations:

- Berg Point – Tracts C & F
- Drumlin Grove – Tracts E & F
- Bivy Point – Tracts G & H
- Sobo View – Tracts I & J
- Aguille Point – Tract K
- Hook Grove – also Tract K

These improvements appear to have been constructed in substantial accordance with the Construction Drawings, as defined in the Infrastructure Agreement, and are fit for their intended purposes.

Review of Expenditures

Invoices provided by the Developer were considered District Eligible Costs (eligible for District reimbursement) or Non-Eligible Cost (not eligible for District reimbursement). Expenditures reviewed were invoiced to the Developer between January of 2022 and March of 2023. Costs for work such as storm water management, planning, project management, and environmental studies pertaining to both public improvements, as described in the Special District Act, and private improvements. These costs were considered 64% District Eligible Costs based on the land area ratio (the "District Site Percent"). Retaining walls have been constructed on Tract A and Tract L. At the time of the Engineer's site visit, the retaining walls and fencing located on Tract A were not in satisfactory condition. Therefore, expenditures related to the construction of retaining walls and fencing were not considered eligible for public financing. Attachment C contains a summary of the certified District Eligible Costs for the invoices provided.

Developer provided check copies were reviewed and used to confirm payment. The Engineer confirmed the invoiced amounts matched the amounts paid and that the payments were from the Developers account. The Engineer did not collect lien waivers or contact vendors to verify payments.

Vendors

All contractors, consultants, and vendors whose invoice information was submitted, were evaluated for their project participation and services performed, materials provided, or work completed. A summary of vendor participation is included as Attachment B.

Site Visit

A site visit was conducted May of 2023. When possible, photos were taken of the project to memorialize the construction of infrastructure and are included in Attachment D. From our visual inspection, it appears the completed improvements were constructed in a quality manner consistent with other similar projects and meeting generally accepted construction requirements.

SUMMARY OF EXPENDITURES BY CATEGORY

The table below provides a summary of expenditures by category as set forth in the service plan. The major elements of the improvements were allocated across these specific categories.

Cost Certification Category		
Category	Amount	Percent
Water	\$0.00	0.00%
Sanitary Sewer	\$0.00	0.00%
Storm Sewer	\$759.91	0.10%
Street	\$543,828.29	74.11%
Park & Rec	\$189,225.36	25.79%
Total	\$733,813.56	100.00%

RECOMMENDATION

In our professional opinion the District Eligible Costs included in this report were found to be reasonable and appropriate for the type of improvements constructed. Based on the information provided and level of analysis completed, the Engineer certifies the total amount of District Eligible Costs associated with the public improvements proposed for reimbursement to be **\$733,813.56**.

This report is not an acceptance of improvements, but a certification of the costs associated with the public improvements proposed for reimbursement. The cost certification is only one of the requirements from the

Infrastructure Acquisition and Reimbursement Agreement for the District to reimburse the Developer.

Should you have any questions or require further information please feel free to contact us.

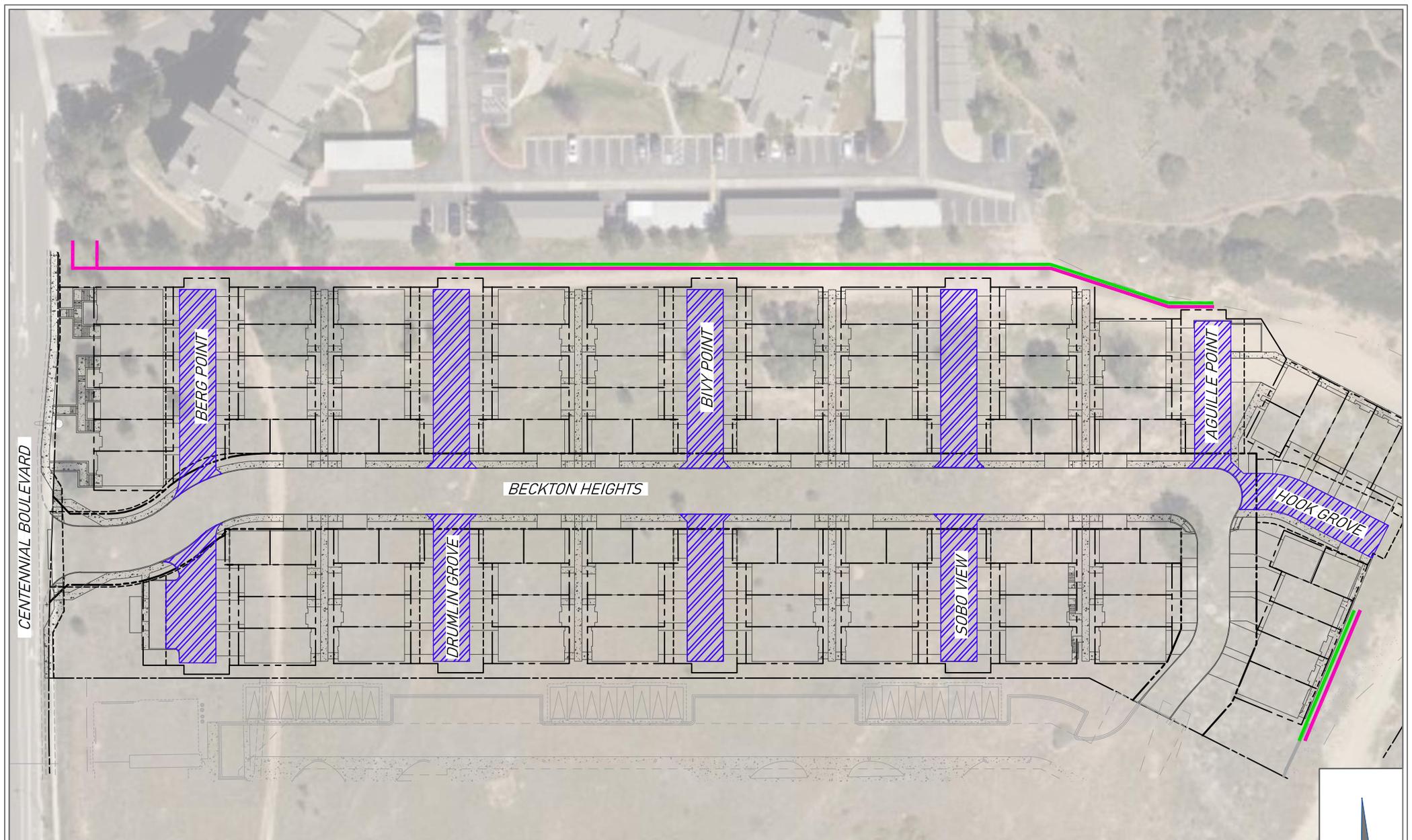
Respectfully Submitted,


Stan Fowler, PE
Independent District Engineering Services, LLC

Digitally signed by Stanley E.
Fowler J., PE
Date: 2023.06.21
08:28:55-08'00'

Attachment A

Site Map



CENTENNIAL BOULEVARD

BERG POINT

BIVY POINT

AGUILLE POINT

BECKTON HEIGHTS

DRUMLIN GROVE

SOHO VIEW

HOOK GROVE

Legend

-  Street Improvements
-  Retaining Wall Improvements
-  Fence Improvements



INDEPENDENT DISTRICT ENGINEERING SERVICES, LLC
 1626 COLE BOULEVARD #125, LAKEWOOD, CO 80401

VISTAS AT WEST MESA METROPOLITAN DISTRICT
 COST CERTIFICATION #3
 ATTACHMENT A - PUBLIC IMPROVEMENTS EXHIBIT

SHEET
 1 of 1
 SCALE: NOT TO SCALE
 DATE:
 06/13/2023

Attachment B

Vendors

Attachment B

Vendors

Following is a summary of the contractors, consultants and vendors that performed work and services for the report.

Bowman Consulting Group Engineering Consultant who provided planning, engineering, and surveying services for the development. Costs related to lots and dry utilities were not considered eligible for public financing. Costs associated with project management were considered eligible at Site Percent. Retaining wall design costs were considered 100% eligible. Surveying services were generally considered eligible unless related to private lots.

City of Colorado Springs Authority having jurisdiction in which the Project is located who collected payment for a Warranty Bond related to public improvements for the Project. This Warranty Bond collected by City of Colorado Springs was considered eligible for public financing.

CMS Environmental Solutions, LLC Storm water management contractor who conducted inspections for the Project. Expenditures generated by CMS Environmental Solutions were considered eligible for public financing at the Site Percent.

Colorado Department of Public Health & Environment Regulatory agency who collected fees for Water Quality Control Division (WQCD) permits related to the construction of the Project. These expenditures were considered eligible for public financing at the Site Percent.

Colorado Flatwork, Inc. Concrete contractor who installed sidewalks, curb and gutter and concrete alleyways for the Project. These expenditures were considered eligible for public financing.

Colorado Springs Utilities Community owned utilities company who provided dry utility infrastructure for the Project. Expenditures for dry utilities were not considered eligible.

Consolidated Divisions, Inc. Commercial landscape contracting company who provided earthwork services for the Project. Expenditures of earthwork related to the retaining wall were considered eligible for public financing. General expenditures for the overall site were considered eligible for public financing at the site percent. Earthwork related to private lots were considered not eligible for public financing.

CTL Thompson, Inc Geotechnical consulting firm who conducted compaction testing. Compaction testing and concrete testing were considered eligible for public financing.

Down to Earth Compliance, LLC Erosion control contractor who provided erosion control services during the construction of the project. These expenditures were considered eligible for public financing at site percent.

Franceschelli Excavating, Inc Wet utility contractor who provided earthwork and irrigation installation services. Expenditures for irrigation improvements were considered eligible for public financing. Expenditures for earthwork were considered eligible at the Site Percent. Costs related to the sales event were not considered eligible.

N.E.S., Inc Engineering consultant who provided construction documents for the development. Costs generated by N.E.S. were considered eligible for public financing at site percent.

Pinnacle Structures, Inc. Retaining wall contractor who provided services to design and construct retaining walls on Tract A and L. Expenditures generated for retaining wall construction plans were considered eligible for public financing. Expenditures for the construction of retaining walls on Tract L were considered eligible. However, expenditures for the construction of retaining walls on Tract A were not considered eligible due to unsatisfactory condition. These expenditures may be reviewed in a future report after punchlist items have been completed.

S & S Striping and Signage Company who provided street signage for the Project. These expenditures were considered eligible for public financing.

Schmidt Construction Company General contractor who provided asphalt paving services for the Project. These expenditures were considered eligible for public financing.

Standard Fence Company Fencing contractor who provided fence installation services for the Project. Expenditures for a barrier gate were considered eligible for public financing. Expenditures for fencing along retaining walls on Tract L were considered eligible. However, expenditures for fencing along retaining walls on Tract A were not considered eligible due to unsatisfactory condition. These expenditures may be reviewed in a future report after punchlist items have been completed.

Attachment C

Expenditure Data

Attachment C

Vistas at West Mesa Metropolitan District

Engineer's Summary for Cost Certification 3

Invoice #	Invoice Date	Invoice Provided	Check #	Check Date	Description	Invoiced Amount	District Eligible Costs	Non-Eligible Costs	Notes
Bowman Consulting Group									
345181	7/25/22	Yes	A1528-00000140	9/21/22	Engineering Consultant	\$ 4,156.25	\$ 1,051.19	\$ 3,105.06	Construction Admin eligible at Site %. Plot Plans not eligible
348007	8/22/22	Yes	A1528-00000140	9/21/22	Engineering Consultant	\$ 6,177.50	\$ 6,107.66	\$ 69.84	Dry Utility Staking, Party Wall not eligible, Project Management eligible at Site %
351251	9/23/22	Yes	A1528-00000174	10/27/22	Engineering Consultant	\$ 6,995.00	\$ 1,175.55	\$ 5,819.45	Plot Plans not eligible, Coordination eligible at Site %
351263	9/23/22	Yes	A1528-00000174	10/27/22	Engineering Consultant	\$ 11,857.00	\$ 7,370.07	\$ 4,486.93	Lot staking, Party Wall not eligible. Project Management eligible at Site %
357916	11/21/22	Yes	A1528-00000373	4/19/23	Engineering Consultant	\$ 1,948.50	\$ 1,131.76	\$ 816.74	Project management at Site %, Party Wall and Lot Staking not eligible
358147	11/30/22	Yes	A1528-00000335	3/24/23	Engineering Consultant	\$ 3,481.25	\$ 3,481.25	\$ 0.00	
361385	12/21/22	Yes	A1528-00000373	4/19/23	Engineering Consultant	\$ 1,515.75	\$ 645.00	\$ 870.75	Lot costs not eligible
364433	1/20/23	Yes	A1528-00000332	3/17/23	Engineering Consultant	\$ 405.00	\$ 0.00	\$ 405.00	Address Correction not eligible
367531	2/20/23	Yes	A1528-00000373	4/19/23	Engineering Consultant	\$ 5,000.00	\$ 3,219.32	\$ 1,780.68	Record Drawings eligible at Site %
Subtotal Bowman Consulting Group						\$ 41,536.25	\$ 24,181.80	\$ 17,354.45	
City of Colorado Springs									
N/A	2/7/23	Yes	A1528-00000282	2/8/23	Warranty Bond	\$ 2,168.80	\$ 2,168.80	\$ 0.00	
Subtotal City of Colorado Springs						\$ 2,168.80	\$ 2,168.80	\$ 0.00	
CMS Environmental Solutions, LLC									
134469	5/1/22	Yes	A1528-00000137	9/21/22	Weekly Stormwater Inspections	\$ 575.00	\$ 370.22	\$ 204.78	Eligible at Site %
139895	9/1/22	Yes	A1528-00000170	10/27/22	Weekly Stormwater Inspections	\$ 575.00	\$ 370.22	\$ 204.78	Eligible at Site %
Subtotal CMS Environmental Solutions, LLC						\$ 1,150.00	\$ 740.44	\$ 409.56	
Colorado Department of Public Health and Environment									
WC231131062	7/29/22	Yes	A1528-00000142	9/21/22	WQCD Permit Fees	\$ 350.00	\$ 225.35	\$ 124.65	Eligible at Site %
Subtotal Colorado Department of Public Health and Environment						\$ 350.00	\$ 225.35	\$ 124.65	
Colorado Flatwork, Inc.									
40320 - R	7/11/22	Yes	A1528-00000227	12/19/22	Retainage release	\$ 4,054.85	\$ 4,054.85	\$ 0.00	
40351	10/5/22	Yes	A1528-00000190	11/21/22	Concrete	\$ 238,802.45	\$ 238,802.45	\$ 0.00	
40351 - R	10/5/22	Yes	A1528-00000376	4/19/23	Retainage release	\$ 12,568.55	\$ 12,568.55	\$ 0.00	
40363	10/27/22	Yes	A1528-00000227	12/19/22	Concrete	\$ 21,915.22	\$ 21,915.22	\$ 0.00	
40363 - R	10/27/22	Yes	A1528-00000376	4/19/23	Retainage release	\$ 1,153.43	\$ 1,153.43	\$ 0.00	
40378	1/17/23	Yes	A1528-00000300	2/21/23	Concrete	\$ 16,756.91	\$ 16,756.91	\$ 0.00	
40378 - R	1/17/23	Yes	A1528-00000376	4/19/23	Retainage release	\$ 881.94	\$ 881.94	\$ 0.00	
Subtotal Colorado Flatwork, Inc.						\$ 296,133.35	\$ 296,133.35	\$ 0.00	
Colorado Springs Utilities									
3836530-01	1/26/22	Yes	A1528-00000118	8/15/22	Dry Utilities	\$ 34,189.39	\$ 0.00	\$ 34,189.39	Dry Utilities not eligible
Subtotal Colorado Springs Utilities						\$ 34,189.39	\$ 0.00	\$ 34,189.39	
Consolidated Divisions, Inc.									
2007239	12/31/22	Yes	A1528-00000237	1/11/23	Earthwork	\$ 5,975.00	\$ 2,825.00	\$ 3,150.00	Lot Grading not eligible
2007847	12/31/22	Yes	A1528-00000302	2/21/23	Earthwork	\$ 3,000.00	\$ 1,931.59	\$ 1,068.41	Eligible at Site %
2008101	1/31/23	Yes	A1528-00000330	3/17/23	Earthwork	\$ 2,400.00	\$ 1,545.27	\$ 854.73	Eligible at Site %
2008121	2/28/23	Yes	A1528-00000330	3/17/23	Earthwork	\$ 9,125.00	\$ 9,125.00	\$ 0.00	
Subtotal Consolidated Divisions, Inc.						\$ 20,500.00	\$ 15,426.86	\$ 5,073.14	
CTL Thompson, Inc									
634424	7/31/22	Yes	A1528-00000141	9/21/22	Compaction Testing	\$ 2,282.00	\$ 2,282.00	\$ 0.00	
638148	8/31/22	Yes	A1528-00000141	9/21/22	Compaction Testing	\$ 534.00	\$ 534.00	\$ 0.00	
642280	9/30/22	Yes	A1528-00000171	10/27/22	Compaction Testing	\$ 801.00	\$ 801.00	\$ 0.00	
645710	10/31/22	Yes	A1528-00000191	11/21/22	Compaction Testing	\$ 496.00	\$ 496.00	\$ 0.00	
653393	1/31/23	Yes	A1528-00000301	2/21/23	Compaction and Concrete Testing	\$ 1,838.00	\$ 1,838.00	\$ 0.00	
655672	2/28/23	Yes	A1528-00000333	3/17/23	Concrete Testing	\$ 431.50	\$ 431.50	\$ 0.00	
Subtotal CTL Thompson, Inc						\$ 6,382.50	\$ 6,382.50	\$ 0.00	
Down to Earth Compliance, LLC									
55393	8/10/22	Yes	None Provided	N/A	Erosion Control	\$ 1,874.25	\$ 0.00	\$ 1,874.25	No Proof of Payment was provided
Subtotal Down to Earth Compliance, LLC						\$ 1,874.25	\$ 0.00	\$ 1,874.25	
Franceschelli Excavating, Inc									
122640	8/24/22	Yes	A1528-00000143	9/21/22	Earthwork	\$ 26,724.50	\$ 26,079.00	\$ 645.50	Dirt Export eligible at Site %
122641	9/22/22	Yes	A1528-00000172	10/27/22	Earthwork and Wet Utility Services	\$ 28,171.00	\$ 28,171.00	\$ 0.00	
122644	11/23/22	Yes	A1528-00000229	12/19/22		\$ 30,956.75	\$ 13,144.46	\$ 17,812.29	Sales Event Costs not eligible, Dirt Export eligible at Site %
122652	2/21/23	Yes	A1528-00000334	3/17/23	Asphalt Demo	\$ 1,775.00	\$ 1,775.00	\$ 0.00	
Subtotal Franceschelli Excavating, Inc						\$ 87,627.25	\$ 69,169.47	\$ 18,457.78	

Attachment C

Vistas at West Mesa Metropolitan District

Engineer's Summary for Cost Certification 3

Invoice #	Invoice Date	Invoice Provided	Check #	Check Date	Description	Invoiced Amount	District Eligible Costs	Non-Eligible Costs	Notes
National Engineering Services (N.E.S.), Inc.									
14368	6/30/22	Yes	A1528-00000144	9/21/22	Engineering Consultant	\$ 1,005.00	\$ 944.46	\$ 60.54	Eligible at Site %
14503	8/30/22	Yes	A1528-00000169	10/27/22	Engineering Consultant	\$ 251.27	\$ 197.40	\$ 53.87	Eligible at Site %
14923	11/29/22	Yes	A1528-00000236	1/11/23	Engineering Consultant	\$ 2,000.00	\$ 1,451.91	\$ 548.09	Eligible at Site %
15402	3/23/23	Yes	A1528-00000375	4/19/23	Engineering Consultant	\$ 793.75	\$ 511.07	\$ 282.68	Eligible at Site %
15401	3/28/23	Yes	A1528-00000375	4/19/23	Engineering Consultant	\$ 362.50	\$ 233.40	\$ 129.10	Eligible at Site %
Subtotal National Engineering Services (N.E.S.), Inc.						\$ 4,412.52	\$ 3,338.23	\$ 1,074.29	
Pinnacle Structures, Inc.									
992	7/27/22	Yes	A1528-00000139	9/21/22	Retaining Wall Plans	\$ 1,850.00	\$ 1,850.00	\$ 0.00	
994	8/29/22	Yes	A1528-00000173	10/27/22	Retaining Wall Installation	\$ 30,000.00	\$ 24,652.02	\$ 5,347.98	Tract A Retaining Walls not in satisfactory condition. May be reviewed in future report.
1003	9/25/22	Yes	A1528-00000173	10/27/22	Retaining Wall Installation	\$ 104,880.00	\$ 86,183.45	\$ 18,696.55	Tract A Retaining Walls not in satisfactory condition. May be reviewed in future report.
1015	12/1/22	Yes	A1528-00000238	1/11/23	Earthwork	\$ 14,030.00	\$ 11,528.93	\$ 2,501.07	Tract A Retaining Walls not in satisfactory condition. May be reviewed in future report.
Subtotal Pinnacle Structures, Inc.						\$ 150,760.00	\$ 124,214.39	\$ 26,545.61	
S & S Striping and Signage									
4368	1/31/23	Yes	A1528-00000331	3/17/23	Street Signage	\$ 9,295.00	\$ 9,295.00	\$ 0.00	
4417	3/22/23	Yes	A1528-00000374	4/19/23	Street Signage	\$ 850.00	\$ 850.00	\$ 0.00	
Subtotal S & S Striping and Signage						\$ 10,145.00	\$ 10,145.00	\$ 0.00	
Schmidt Construction Company									
155079	11/21/22	Yes	A1528-00000226	12/19/22	Paving	\$ 101,786.80	\$ 101,786.80	\$ 0.00	
155287	12/12/22	Yes	A1528-00000234	1/11/23	Paving	\$ 47,880.00	\$ 47,880.00	\$ 0.00	
Subtotal Schmidt Construction Company						\$ 149,666.80	\$ 149,666.80	\$ 0.00	
Standard Fence Company									
93967	11/15/22	Yes	A1528-00000228	12/19/22	Fence Install	\$ 35,878.50	\$ 29,482.58	\$ 6,395.92	Tract A Fencing not in satisfactory condition. May be reviewed in future report.
93970	11/15/22	Yes	A1528-00000228	12/19/22	Fence Install	\$ 2,538.00	\$ 2,538.00	\$ 0.00	
Subtotal Standard Fence Company						\$ 38,416.50	\$ 32,020.58	\$ 6,395.92	
Total						\$ 845,312.61	\$ 733,813.56	\$ 111,499.04	

"District Eligible Expenses" is the amount being recommended for reimbursement from the District

"Non Eligible Expenses" is the difference between the Invoiced Amount and the District Portion

These amounts do not include interest

Work that is both District and Non Eligible in nature was prorated at the Site % of 64% District eligible based on area percentage.

Attachment D

Project Photos

Vistas at West Mesa Metropolitan District Site Photos



Beckton Heights – Facing West



Beckton Heights – Facing East



Tract G



Tract I



Tract L - North Retaining Wall



Tract L - North Retaining Wall, East End



Tract L - North Retaining Wall



Tract L - North Retaining Wall



Tract L - North Retaining Wall, West End



Tract L – Southeast Retaining Wall



Tract L – Southeast Retaining Wall



Tract L – Southeast Retaining Wall, South End



Tract A – Retaining Wall, North End



Tract A – Retaining Walls



Tract A – Retaining Wall



Tract A – Retaining Wall



VISTAS AT WEST MESA METROPOLITAN DISTRICT PROFESSIONAL SERVICES AGREEMENT TASK ORDER

AGREEMENT TITLE District Cost Certification Services
AGREEMENT NO. 01 **AGREEMENT DATE** 05/13/22 **TASK ORDER NO.** 02
CONSULTANT Independent District Engineering Services, LLC
TASK ORDER NAME Cost Certification Services
TASK ORDER DATE 07/06/23
BASIS OF COMPENSATION Time and Materials – Charge Rate Schedule
SCHEDULE As Required through 2023

AGREEMENT PRICE

Previously Approved Change Orders/Amendments/Task Orders	\$ 20,000.00
Current Task Order Price	\$ 15,000.00
Total Agreement Price	\$ 35,000.00

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the Metro District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

APPROVAL

Recommended by _____ Date _____
Approved by _____ Date _____

The undersigned agrees to the above terms and conditions:

Independent District Engineering Services, LLC
Consultant

Authorized Agent

7/6/23
Date
Director
Title

INDEPENDENT



District Engineering
SERVICES

METROPOLITAN DISTRICT SERVICES PROPOSAL

WWW.IDESLLC.COM

June 27, 2023

Vistas at West Mesa Metropolitan District Board
Attn: George Rowley, Esq.
White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

VISTAS AT WEST MESA METROPOLITAN DISTRICT COST CERTIFICATION SERVICES PROPOSAL

Independent District Engineering Services, LLC (IDES) is pleased to respond to your request to provide Cost Certification Services for the Vistas at West Mesa Metropolitan District (District) in the City of Colorado Springs, Colorado.

SCOPE OF SERVICES

Cost Certification – IDES will review the documentation provided by the District and Developer to determine the scope of District eligible improvements and the claimed cost for the initial improvements. The District and Developer will provide the following documentation for completed, designed or administrative elements of the project associated with reimbursements:

- Service Plan
- Project Plans
- Plat or Exhibit showing District Tract Ownership and Easements
- ACAD Base Files for Exhibit Development (IDES can coordinate with DOR for this info)
- Other Legal Documents impacting reimbursements or eligibility of improvements
- Accountant Spreadsheets and other accounting tracking information
- Invoices and proofs of payments
- Any additional documentation of services provided and or fees paid that the Client believes would be a District eligible cost.
- Developer/District Reimbursement Agreements
- Developer/Local Jurisdiction Subdivision Improvement Agreements
- Other documents as may be requested or needed
- Contact for District Representative
- Contact for Developer Representative

Based on the information provided, IDES will prepare a cost certification of District eligible improvements and expenditures. Invoices will be reviewed for reasonableness and District eligibility. This information will be used to prepare an Engineer's report for Cost Certification, which will include an exhibit showing the areas on site where improvement costs have been certified. The report will be prepared and signed by a Professional Engineer and will contain all necessary information to satisfy the requirements of the District Service Plan.

Infrastructure Acquisition – IDES will track all the documents required for infrastructure acquisition to make sure the District has all the necessary documents for acceptance and acquisition of the improvements to satisfy the requirements of the Service Plan and the Infrastructure Acquisition and Reimbursement Agreement. Once IDES has verified all the documents have been provided and the improvements are complete and in good condition, IDES will recommend acquisition.

IDES will perform site visits as needed and participate in meetings and conference calls as needed to complete these reports. IDES can also host a kick-off meeting to discuss the documentation requested to ensure the process is efficient.

This proposal is for periodic Cost Certification Reports. While the Not To Exceed recommended in this Report is expected to cover multiple Reports, it should be noted that additional task orders will be necessary as this process goes on.

Aerial Photography – IDES will provide aerial shots unless site is in a restricted airspace per FAA regulations.

Meetings – IDES can participate in project meetings as necessary. Meetings may include District Board meetings, project status meetings, local jurisdiction coordination meetings, construction progress meetings, miscellaneous field meetings and other meetings with project stakeholders as required or requested.

Additional Services – Additional services that are not included in this proposal but can be provided under a separate proposal if desired are listed as an attachment.

FEE

IDES proposes to perform Services on a Time and Materials Basis in accordance with the Charge Rate Schedule below. We will provide services to the District as requested and bill only for the actual time required to complete the services. Based on our experience, a Not to Exceed amount of \$15,000.00 should allocate the funds required for the tasks, and any excess funds may be used for additional services.

CHARGE RATE SCHEDULE

Services will be provided on a Labor Time and Expenses basis as provided below. Hourly rates are revised periodically to reflect the current cost for delivery of services and the fees charged for services under this engagement may change without notice. The District agrees that IDES is authorized perform a task authorized under this scope of services at the direction of any individual board member.

Billing Rates:

The following Billing Rates shall apply for the Task Order:

Project Administrator	\$ 115.00 per hour
Senior Contract Administrator	\$ 145.00 per hour
Project Engineer	\$ 140.00 per hour
Project Engineer II	\$ 150.00 per hour
Project Manager	\$ 155.00 per hour
Project Manager II	\$ 165.00 per hour
Professional Engineer	\$ 175.00 per hour
Senior Project Manager	\$ 180.00 per hour
District Engineer	\$ 190.00 per hour
Director	\$ 200.00 per hour

Reimbursable Expenses

Mileage	IRS Rate + 10%
Plan Copies, outside copies, other items	at cost + 10%
Subcontractor	at cost + 10%

If you have any comments or questions, please feel free to contact me. We appreciate the opportunity to submit this proposal.

Respectfully Submitted,
Independent District Engineering Services, LLC



Barrett Marrocco
Director

Attachment

IDES ADDITIONAL SERVICES

Infrastructure Acquisition – IDES can provide monthly, quarterly, or annual reporting for Facilities Acquisition, Cost Certifications for Bonding, Useful Life Analysis, and acceptance of District Infrastructure constructed by the District or the developer.

Pre-Qualification Bid and Award of Project – IDES can provide contractor pre-qualification services including contractor notification, reviewing of AIA forms, and recommendation of qualified contractors. IDES can conduct the bid process which includes development of the bid documents, bid schedules and technical specifications, answer questions, prepare addendum, prepare engineer's probable cost estimate, and conduct a bid opening. IDES can make recommendations to the board for contractor selection.

Constructability Reviews – IDES can provide review of plans for constructability and completeness to assist the District and/or the design engineer in determining more efficient or cost-effective alternatives. The work would likely involve plan reviews, site visits and investigations, meetings with the District, design engineer, local jurisdiction, and others, review of preliminary geotechnical report, phasing plans, and any other pertinent information to better qualify the design.

Project Cost Estimating and Control – Project cost estimating services may include updating of initial estimate, plan quantity and pay item take-offs and specialty cost estimates needed in support of various agreements, reporting requirements or other as-needed estimates. Special reports including cost share reimbursements, bonding agency reports and other specialized reports that can be produced as requested.

Project Scheduling Services – IDES may create an overall project schedule based on contractor's schedule and provide updates which can include entitlement, planning, design, construction that would reflect additions, deletions and deviations in the timing of all the associated activities. Specialized schedules can be provided when requested. Schedules would be formatted in Microsoft Project unless otherwise directed.

Construction Observation – IDES can provide construction observation for general compliance with the contract documents for all phases of construction activities. Information gained by construction observation can be compiled in periodic reports and used for construction administration activities. Reports with photos can be submitted and maintained electronically.

Construction Administration and Coordination – IDES can provide construction administration activities including partial pay request processing, submittal review coordination, change orders review, force account, permit management, project close-out, claim reviews, warranty issues and other tasks as necessary to provide project documentation. IDES can provide construction coordination activities including project coordination with stakeholders, monitor project scheduling, jurisdictional coordination, and other activities necessary to provide coordination. Assumptions include the same schedule as presented for the construction observation section.

Project Administration and Coordination – IDES can maintain District project files, issues tracking lists, meeting minutes, agreements and contract files, plan files, schedules, and other program administration activities as needed to support the project. IDES can provide project coordination with consultants, local agencies, traffic control, utilities, power companies and other public utilities, residents and other entities as required.

District Compliance – IDES can provide necessary on-going Metro District support services including but not limited to, coordination with the District, District consultant, contractors, local jurisdictions, adjacent developers, utility companies and other project stakeholders, participate in the development and administration of various agreements with project stakeholders required for the project, provide needed information and coordination with the board's legal counsel and accountants for District reporting requirements. This can also include invoice and pay application review monthly, expenditure verification for the District board and reporting of facilities acquisitions to the District board monthly.

Consultant Administration – IDES can provide support services for the progress and completion of Consultants services, including contracting, review and processing of task orders, coordination concerning construction needs, and tracking of contracts and invoices.

Draw Reports – IDES will review the Improvement Agreement between the Constructing and Non-Constructing parties and confirm all parties are in compliance with their obligations. Prior to the Non-Constructing parties submitting their funds to the escrow, IDES will review the invoices, lien waivers, and all other conditions required by the Improvement Agreement have been met. Prior to confirming all requirements have been met, IDES will visit the project site to confirm that the expenditure requests are consistent with the status of construction in the field. IDES will then review all expenditures in a Cost Certification Report after the escrow payment has been made.

Dry Utility Coordination – IDES can provide the necessary coordination with dry utility companies including new service requests and meter service installations.

Evaluation and Recommendation of Existing Infrastructure – IDES can provide evaluation and make recommendations regarding existing deficiencies of infrastructure.



**VISTAS AT WEST MESA METROPOLITAN DISTRICT
ANNUAL ADMINISTRATIVE RESOLUTION
(2024)**

WHEREAS, Vistas at West Mesa Metropolitan District (the “**District**”), was organized as a special district pursuant to an Order and Decree of the District Court in and for the County of El Paso, Colorado (the “**County**”), and is located entirely within the City of Colorado Springs, Colorado; and

WHEREAS, the Board of Directors (the “**Board**”) of the District has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its consultants to take the following actions.

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

1. The Board directs the District’s Manager to cause an accurate map of the District’s boundaries to be prepared in accordance with the standards specified by the Division of Local Government (“**Division**”) and to be filed in accordance with § 32-1-306, C.R.S.

2. The Board directs the District’s Manager to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of the name of the chairman of the Board, the contact person, telephone number, and business address of the District, as required by § 32-1-104(2), C.R.S.

3. The Board directs the District’s Manager to prepare and file with the Division, within thirty (30) days of a written request from the Division, an informational listing of all contracts in effect with other political subdivisions, in accordance with § 29-1-205, C.R.S.

4. The Board directs the District’s accountant to cause the preparation of and to file with the Department of Local Affairs the annual public securities report for nonrated public securities issued by the District within sixty (60) days of the close of the fiscal year, as required by §§ 11-58-101, et seq., C.R.S.

5. The Board directs the District’s accountant to: (a) obtain proposals for auditors to be presented to the Board; (b) cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and (c) cause the audit to be filed with the State Auditor by July 31, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the District’s accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31 in accordance with § 29-1-604, C.R.S.

6. The Board directs the District’s accountant, if the District has authorized but unissued general obligation debt as of the end of the fiscal year, to cause to be submitted to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District the District’s audit report or a copy of its application for exemption from audit in accordance with § 29-1-606(7), C.R.S.

7. The Board directs the District's accountant to submit a proposed budget to the Board by October 15 and prepare the final budget and budget message, including any amendments thereto, if necessary. The Board also directs the District's accountant to perform the property tax limit calculation, if required by §§ 29-1-306, *et seq.*, C.R.S., and to inform the Board of the result of such calculation. The Board directs legal counsel to schedule a public hearing on the proposed budget or amendments, as applicable, and to post or publish notices thereof. The Board directs legal counsel to prepare all budget resolutions. The Board directs legal counsel to file the budget, budget resolution, and budget message with the Division on or before January 30th, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

8. The Board directs the District's accountant to monitor all expenditures and, if necessary, to notify the District's legal counsel, the District's Manager, and the Board when expenditures are expected to exceed appropriated amounts. The Board directs legal counsel to prepare all budget amendment resolutions. The Board directs legal counsel to schedule a public hearing on a proposed budget amendment and post or publish notices thereof in accordance with § 29-1-106, C.R.S. The Board directs legal counsel to file the amended budget with the Division on or before the date of making such expenditure or contracting for such expenditure, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

9. The Board directs legal counsel to cause the preparation of the Unclaimed Property Act report and submission of the same to the State Treasurer by November 1st if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with § 38-13-110, C.R.S.

10. The Board directs the District's accountant to prepare the mill levy certification form and directs legal counsel to file the mill levy certification form with the Board of County Commissioners on or before December 15th, in accordance with § 39-5-128, C.R.S.

11. The Board directs that all legal notices shall be published in accordance with § 32-1-103(15), C.R.S.

12. The Board determines that its directors shall not receive compensation for their services as directors subject to the limitations set forth in § 32-1-902(3)(a)(I), (II), C.R.S.

13. The District hereby acknowledges, in accordance with § 32-1-902, C.R.S., the following officers for the District:

Chairman/President:	Jeff Powles
Vice President:	Thomas Pucciano
Treasurer:	Chris Musselman
Secretary:	Slade Nelson
Recording Secretary:	District Manager

14. The Board hereby determines that each member of the Board shall, for any potential or actual conflicts of interest, complete conflicts of interest disclosures and directs legal counsel

to file the conflicts of interest disclosures with the Board and with the Colorado Secretary of State at least seventy-two (72) hours prior to every regular and special meeting of the Board, in accordance with § 32-1-902(3)(b) and § 18-8-308, C.R.S. Written disclosures provided by Board members required to be filed with the governing body in accordance with § 18-8-308, C.R.S., shall be deemed filed with the Board when filed with the Secretary of State. Additionally, at the beginning of each year, each Board member shall submit information to legal counsel regarding any actual or potential conflicts of interest and, throughout the year, each Board member shall provide legal counsel with any revisions, additions, corrections, or deletions to said conflicts of interest disclosures.

15. The Board confirms its obligations under § 24-10-110(1), C.R.S., with regards to the defense and indemnification of its public employees, which, by definition, includes elected and appointed officers.

16. The Board hereby appoints the District's Manager as the official custodian for the maintenance, care, and keeping of all public records of the District, in accordance with §§ 24-72-202, et seq., C.R.S. The Board hereby directs its legal counsel, accountant, manager, and all other consultants to adhere to the Colorado Special District Records Retention Schedule as adopted by the District.

17. The Board directs the District's Manager to post notice of all regular and special meetings in accordance with § 32-1-903(2) and § 24-6-402(2)(c), C.R.S. The Board hereby designates <http://wsdistricts.co/projects/vistas-at-west-mesa-metropolitan-district/> as the District's website for the posting of its regular and special meeting notices. The Board also hereby designates, unless otherwise designated by the Board, northwest corner of the District along Centennial Boulevard as the location the District will post notices of meetings in the event of exigent or emergency circumstances which prevent the District from posting notice of the meeting on the District's website. The Board directs the District's Manager to provide the website address set forth above to the Department of Local Affairs for inclusion in the inventory maintained pursuant to § 24-32-116, C.R.S.

18. The Board determines to hold regular meetings on the second Friday of the month, starting in February of 2024, at 11:00 a.m. by telephone, electronic, or other means not requiring physical presence. All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

19. The Board determines to hold an annual meeting, pursuant to § 32-1-903(6), on the second Friday of November, 2024, at 11:00 a.m. by telephone, electronic, or other means not requiring physical presence, subject to change by action of the Board. Notice of the annual meeting shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable. The District's Manager shall be responsible for coordinating the required presentations for the annual meeting.

20. In the event of an emergency, the Board may conduct a meeting outside of the limitations prescribed in § 24-6-402(2)(c), C.R.S., provided that any actions taken at such emergency meeting are ratified at the next regular meeting of the Board or at a special meeting conducted after proper notice has been given to the public.

21. The Board directs the District's Manager to maintain the District's website in compliance with state and federal requirements and to make such documents and information required by § 32-1-104.5, C.R.S. available to the public on the District's website.

22. For the convenience of the electors of the District, and pursuant to its authority set forth in § 1-13.5-1101, C.R.S., the Board hereby deems that all regular and special elections of the District shall be conducted as independent mail ballot elections in accordance with §§ 1-13.5-1101, *et seq.*, C.R.S., unless otherwise deemed necessary and expressed in a separate election resolution adopted by the Board.

23. Pursuant to the authority set forth in § 1-1-111, C.R.S., the Board hereby appoints Ashley B. Frisbie, as the Designated Election Official (the "DEO") of the District for any elections called by the Board, or called on behalf of the Board by the DEO, and hereby authorizes and directs the DEO to take all actions necessary for the proper conduct of the election, including, if applicable, cancellation of the election in accordance with § 1-13.5-513, C.R.S.

24. In accordance with § 1-11-103(3), C.R.S., the Board hereby directs the DEO to certify to the Division the results of any elections held by the District and, pursuant to § 32-1-1101.5(1), C.R.S., to certify results of any ballot issue election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District and file a copy of such certification with the Division of Securities.

25. The Board directs legal counsel to cause a notice of authorization of or notice to incur general obligation debt to be recorded with the County Clerk and Recorder within thirty (30) days of authorizing or incurring any indebtedness, in accordance with § 32-1-1604, C.R.S.

26. Pursuant to the authority set forth in § 24-12-103, C.R.S., the Board hereby designates, in addition to any officer of the District, Kristine N. Stone of the law firm of White Bear Ankele Tanaka & Waldron, Attorneys at Law, as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

27. The Board directs legal counsel to cause the preparation of and filing with the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, if requested, the application for quinquennial finding of reasonable diligence in accordance with § 32-1-1101.5(1.5), (2), C.R.S.

28. The Board directs legal counsel to cause the preparation of and the filing with the Board of County Commissioners or the governing body of any municipality in which the District is located, the Division, the State Auditor, the County Clerk and Recorder, and any interested parties entitled to notice pursuant to § 32-1-204(1), C.R.S., an annual report in accordance with § 32-1-207(3)(c), C.R.S.

29. The Board directs the District's Manager to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District's liability, in accordance with §§ 24-10-115, *et seq.*, C.R.S. The Board directs the District's Manager to review and update the District's property schedule as needed, and no less than annually. The Board directs the District's accountant to pay the annual SDA membership dues, agency fees, and insurance premiums, as applicable, in a timely manner. The Board appoints legal counsel to designate the proxy for the SDA Annual meeting for voting and quorum purposes.

30. The Board hereby opts to include elected or appointed officials as employees within the meaning of § 8-40-202(1)(a)(I)(A), C.R.S., and hereby directs the District's Manager to obtain workers' compensation coverage for the District.

31. The Board hereby directs the District's Manager to prepare the disclosure notice required by § 32-1-809, C.R.S., and to disseminate the information to the electors of the District accordingly. Further, the Board hereby designates the following website as the District's official website for the purposes thereof: <http://wsdistricts.co/projects/vistas-at-west-mesa-metropolitan-district/>.

32. The Board hereby directs legal counsel to prepare and record with the County Clerk and Recorder updates to the disclosure statement notice and map required by § 32-1-104.8, C.R.S., if additional property is included within the District's boundaries.

33. In accordance with § 38-35-109.5(2), C.R.S., the District hereby designates the President of the Board as the official who shall record any instrument conveying title of real property to the District within thirty (30) days of any such conveyance.

34. The Board hereby affirms the adoption of the corporate seal in substantially the form appearing on the signature page of this resolution in accordance with § 32-1-902, C.R.S., regardless of whether initially produced electronically or manually. The requirement of any District resolution, proceeding or other document to "affix" the District seal thereto, including for the purpose of satisfying any applicable State law, shall be satisfied by manual impression or print, facsimile reproduction or electronic reproduction, or inclusion of the image of such seal. Without limiting the foregoing, any electronic production or reproduction of the image of the seal shall constitute an electronic record of information, as defined in the Uniform Electronic Transactions Act, and the Board hereby authorizes its use in accordance with the authority provided by § 24-71.3-118, C.R.S.

35. The Board directs legal counsel to prepare and submit the documentation required by any continuing disclosure obligation signed in conjunction with the issuance of debt by the District.

36. The Board directs legal counsel to monitor, and inform the Board of, any legislative changes that may occur throughout the year.

[Remainder of Page Intentionally Left Blank, Signature Page Follows]

ADOPTED NOVEMBER 8, 2023.

(SEAL)

DISTRICT:

VISTAS AT WEST MESA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

Attest:

By: _____

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 of the Board adopted at a meeting held on November 8, 2023, via teleconference.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 8th day of November, 2023.

Signature

Printed Name



**FIRST AMENDMENT TO
FUNDING AND REIMBURSEMENT AGREEMENT**
(Operations and Maintenance)

This **FIRST AMENDMENT TO FUNDING AND REIMBURSEMENT AGREEMENT** (“**First Amendment**”) is made and entered into this 8th day of November, 2023 by and between **VISTAS AT WEST MESA METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and **GRAYS DEVELOPMENT COMPANY INC.**, a Colorado corporation (the “**Developer**”). The District and the Developer are referred to herein as the “**Parties**.”

RECITALS

WHEREAS, the Parties previously entered into that certain Funding and Reimbursement Agreement (Operations and Maintenance), dated March 11, 2022 (the “**Agreement**”); and

WHEREAS, the Parties desire to extend the Loan Obligation Termination Date and increase the Maximum Loan Amount as set forth in the Agreement.

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

COVENANTS AND AGREEMENTS

1. Amendment to Paragraph 1 of the Agreement. Paragraph 1 of the Agreement shall be replaced in its entirety with the following:

1. **Loan Amount and Term.** The Developer agrees to loan to the District one or more sums of money, not to exceed the aggregate of \$50,000 per annum for 2022 and 2023, and \$80,000 per annum for 2023 and 2024, up to \$260,000 (as the same may be subsequently increased by agreement of the Parties hereto and execution of a supplement or addendum to this Agreement) (the “**Maximum Loan Amount**”). These funds shall be loaned to the District in one or a series of installments and shall be available to the District through December 31, 2025 (as the same may be amended pursuant to an annual review evidenced by supplement or amendment hereto, the “**Loan Obligation Termination Date**”). Thereafter, the Developer may agree to renew its obligations hereunder by providing written notice thereof to the District, in which case the Loan Obligation Termination Date shall be amended to the date provided in such notice, which date shall not be earlier than December 31 of the succeeding year.

2. Prior Provisions Effective. Except as specifically provided herein and amended hereby, all the terms and provisions of the Agreement, as amended, shall remain in full force and effect throughout the duration of the Agreement.

3. Counterparts. This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Executed copies of this First Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this First Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

DISTRICT:

VISTAS AT WEST MESA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

DEVELOPER:

GRAYS DEVELOPMENT COMPANY INC., a Colorado corporation

By: _____
Name: _____
Its: _____





**Colorado Special Districts
Property and Liability Pool**

Public Entity Liability and Auto Physical Damage Certificate Holder Declaration

Master Coverage Document Number: CSD Pool CTC 01 01 24 and CSD Pool PEL 01 01 24

Certificate Number: 24PL-306-2029

Coverage Period: 1/1/2024 to EOD 12/31/2024

Named Member:

Vistas at West Mesa Metropolitan District
c/o Walker Schooler District Managers
614 North Tejon Street
Colorado Springs, CO 80903

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
Public Entity Liability Coverage including:	\$2,000,000	None		
General Liability	Included	None	None	\$546
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$35
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	No Coverage	No Coverage	N/A	No
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
Auto Physical Damage	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included

Total Contribution \$1,941

*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

**A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

**A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

***No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

Additional Endorsements applicable to Member:

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:  _____
Authorized Representative

Crime Certificate Holder Declaration

Master Coverage Document Number: J05931794
Certificate Number: 24PL-306-2029

Insurer: Federal Insurance Company (Chubb)
Coverage Period: 1/1/2024 to EOD 12/31/2024

Named Member:

Vistas at West Mesa Metropolitan District
c/o Walker Schooler District Managers
614 North Tejon Street
Colorado Springs, CO 80903

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Covered Designated Agent(s):

Coverages and Limits:

Employee Theft:	\$5,000
<ul style="list-style-type: none"> · Limit is maximum for each loss · Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer. · Includes funds from a sponsored benefit plan. 	
Public Official Faithful Performance of Duty:	\$5,000
Client Theft:	\$5,000
Forgery or Alteration:	\$5,000
On Premises:	\$5,000
In Transit:	\$5,000
Computer System Fraud:	\$5,000
Funds Transfer Fraud:	\$5,000
Debit, Credit or Charge Card Fraud:	\$5,000
Money Orders and Counterfeit Paper Currency Fraud:	\$5,000
Social Engineering Fraud:	\$5,000
<u>Deductible(s):</u>	
All Crime except Social Engineer Fraud:	\$100
Social Engineering Fraud:	20% of Social Engineering Fraud Limit
<u>Contribution:</u>	\$135

Policy Forms:

PF-52815 (04/20)	The Chubb Primary SM Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.

Countersigned by:  _____
Authorized Representative

**General Liability Schedule
Metropolitan District**

Policy Number: 24PL-306-2029
Named Member: Vistas at West Mesa Metropolitan
 District

Coverage Period: 1/1/2024 – EOD 12/31/2024
Broker: Highstreet TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
105	105-Total Operating Expenses - Any other	Dollars	50,000.00	1/1/2024	12/31/2024
348	348-Number of Board Members	Total	5.00	1/1/2024	12/31/2024

If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.



**VISTAS AT WEST MESA METROPOLITAN DISTRICT
SECOND RESOLUTION TO AMEND 2023 BUDGET**

WHEREAS, the Board of Directors of Vistas at West Mesa Metropolitan District (the “**District**”) certifies that at a special meeting of the Board of Directors of the District held November 8, 2023, a public hearing was held regarding the 2023 amended budget, and, subsequent thereto, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors:

WHEREAS, the Board of Directors of the District adopted a budget and appropriated funds for fiscal year 2023 as follows:

General Fund	\$ _____
Capital Project Fund	\$ _____
Debt Service Fund	\$ _____

and;

WHEREAS, the necessity has arisen for additional expenditures by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for fiscal year 2023; and

WHEREAS, funds are available for such expenditure.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District does hereby amend the adopted budget for fiscal year 2023 as follows:

General Fund	\$ _____
Capital Project Fund	\$ _____
Debt Service Fund	\$ _____

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the funds named above for the purpose stated, and that any ending fund balances shall be reserved for purposes of complying with Article X, Section 20 of the Colorado Constitution.

[Remainder of Page Intentionally Left Blank]

ADOPTED NOVEMBER 8, 2023.

DISTRICT:

VISTAS AT WEST MESA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF EL PASO
VISTAS AT WEST MESA METROPOLITAN DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted at a meeting held via teleconference on November 8, 2023, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 8th day of November, 2023.



RESOLUTION
ADOPTING BUDGET, APPROPRIATING FUNDS AND CERTIFYING MILL LEVIES
FOR THE CALENDAR YEAR 2024

The Board of Directors of Vistas at West Mesa Metropolitan District (the “**Board**”), City of Colorado Springs, El Paso County, Colorado (the “**District**”), held a special meeting, via teleconference on November 8, 2023, at the hour of 11:00 a.m.

Prior to the meeting, each of the directors was notified of the date, time, and place of the budget meeting and the purpose for which it was called, and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

[Remainder of Page Intentionally Left Blank]

NOTICE AS TO PROPOSED 2024 BUDGET

WHEREAS, the Board has designated its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held and interested electors were given the opportunity to register their protest to the proposed budget prior to the adoption of the budget by the Board.

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

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2024. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2024 budget year, there is hereby levied a tax of __.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2024 budget year, there is hereby levied a tax of __.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2024 budget year, there is hereby levied a tax of __.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2024 budget year, there is hereby levied a tax of __.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Mill Levy Adjustment. When developing the attached budget, consideration was given to any changes in the method of calculating assessed valuation, including any changes to the assessment ratios, or any constitutionally mandated tax credit, cut or abatement, as authorized in the District's service plan. The Board hereby determines in good faith (such determination to be binding and final), that to the extent possible, the adjustments to the mill levies made to account for changes in Colorado law described in the prior sentence, and the actual tax revenues generated by the mill levies, are neither diminished nor enhanced as a result of those changes.

Section 7. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of El Paso County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 8. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 9. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 10. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

[Remainder of Page Intentionally Left Blank]

ADOPTED NOVEMBER 8, 2023.

DISTRICT:

VISTAS AT WEST MESA METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF EL PASO
VISTAS AT WEST MESA METROPOLITAN DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held via teleconference on November 8, 2023, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 8th day of November, 2023.

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

VISTA AT WEST MESA METROPOLITAN DISTRICT

2024 BUDGET

GENERAL FUND

	2022	2023	2023	2023	2024	2024
	ACTUAL	ACTUAL	PROJECTED/	BUDGET	BUDGET	H.H
		YTD	Re-AMENDED			
		9/29/2023				
GENERAL FUND BEGINNING BALANCE	-	(12,940)	(12,940)	9,715	22,619	22,619
REVENUES						
PROPERTY TAXES	-	635	635	635	10,079	9,071
SPECIFIC OWNERSHIP TAXES	-	37	102	102	706	635
DEVELOPER ADVANCE	50,000	110,000	130,000	55,000	90,000	80,000
UNIT CHARGES	-	3,163	3,163	23,314	24,000	24,000
INTEREST INCOME	-	10	10	-	-	-
DEVELOPMENT FEE	-	-	-	-	-	-
TOTAL REVENUES	50,000	113,845	133,910	79,050	124,784	113,706
TOTAL OF BALANCE AND REVENUES	50,000	100,905	120,970	88,765	147,403	136,325
EXPENDITURES						
GENERAL ADMINISTRATIVE						
ACCOUNTING/MANAGEMENT	-	-	-	15,000	-	-
AUDIT	-	8,500	8,500	6,000	8,755	8,755
COUNTY TREASURERS FEE	-	10	10	10	151	136
DISTRICT MANAGEMENT	20,032	21,497	30,000	15,000	42,000	42,000
DUES & LICENSES	825	1,238	1,238	500	1,500	1,500
ELECTION	1,487	1,069	1,069	1,250	-	-
INSURANCE	862	2,526	2,526	4,500	4,500	4,500
LEGAL SERVICES	38,730	35,746	45,000	25,000	30,000	30,000
MISCELLANEOUS	1,004	-	-	-	-	-
OPERATIONS						
WATER	-	-	-	3,625	2,600	2,600
ELECTRICITY	-	-	-	750	750	750
GROUNDS MAINTENANCE	-	1,125	4,000	6,250	-	-
LANDSCAPE MAINTENANCE	-	-	-	-	15,000	15,000
DETENTION POND R&M	-	-	-	750	-	-
STORMWATER	-	-	-	-	400	400
SNOW REMOVAL	-	-	-	6,250	6,250	6,250
STREET SWEEPING	-	-	-	300	300	300
ROAD REPAIRS & MAINTENANCE	-	-	-	1,750	1,750	1,750
BANK FEES	-	20	20	63	20	20
TRASH	-	973	1,297	4,725	4,752	4,752
GENERAL REPAIRS & MAINTENANCE	-	-	-	750	1,000	1,000
MISCELLANEOUS	-	66	66	1,248	-	-
RESERVE FUNDING	-	-	4,625	4,625	5,000	5,000
CONTINGENCY	-	-	-	-	5,000	5,000
TOTAL EXPENDITURES	62,940	72,769	98,351	98,345	124,728	124,713
CAPITAL RESERVE TRANSFER	-	-	-	-		

VISTA AT WEST MESA METROPOLITAN DISTRICT

2024 BUDGET

CAPITAL PROJECTS FUND

	2022	2023	2023	2023	2024	2024
	ACTUAL	ACTUAL	Re-AMENDED	BUDGET	BUDGET	H.H
		YTD				
		9/29/2023				
CAPITAL PROJECT FUND BEGINNING BALANCE	-	123,261	123,261	123,261	-	-
REVENUES						
PROJECT CAPITAL TRANSFER IN	1,151,664	649,169	649,169	1,144,515	-	-
INTEREST INCOME	-	-	-	-	-	-
TOTAL REVENUES	1,151,664	649,169	649,169	1,144,515	-	-
TOTAL REVENUES AND FUND BALANCE	1,151,664	772,430	772,430	1,267,776	-	-
EXPENDITURES						
CAPITAL CONSTRUCTION	1,028,403	749,592	772,430	-	-	-
ENGINEERING/PLANNING	-	-	-	18,000	-	-
PROJECT MANAGEMENT	-	-	-	-	-	-
DEVELOPER REIMBURSEMENTS	-	-	-	733,814	-	-
CONSTRUCTION MISC	-	-	-	-	-	-
TOTAL EXPENDITURES	1,028,403	749,592	772,430	751,814	-	-
ENDING FUND BALANCE	123,261	22,838	-	515,962	-	-



RE: 2024 Annual Engagement Letter

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

Management Services

1. Meeting and Reporting Services – WSDM will continue to provide the following services:
 - a. Coordinate Board meetings, prepare and distribute meeting agenda and packet.
 - b. Prepare, file and post legal notices required in conjunction with meetings, ensuring 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. Distribute meeting packets 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, circulate for review and comment ensuring 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 all District contractors and subcontractors maintain required coverage for the District's benefit. Obtain quotes for insurance annually.
2. Elections – Upon request, WSDM may serve as a Designated Election Official (DEO) for District elections with familiarity with various laws, including, but not limited to the Special District Act, the Colorado Local Government Election Code, the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, and Article X, § 20 of the Colorado Constitution ("TABOR").

3. Construction Oversight – Upon request, WSDM may provide extensive construction management. Our current experience principals have funded and managed over \$100,000,000 in public infrastructure including roads, water, wastewater, electric, gas, telecommunications and stormwater facilities.
4. Website Administration – WSDM will provide continued support and extensive experience, creating and updating the District website, specifically including the State Internet Portal Authority funded sites (SIPA) or provide continued hosting the district website under www.wsdistricts.co.
5. Employee Management – WSDM will provide management of full or part time employees including Operators in Responsible Control (ORC), field and operations employees, administrative employees, part time seasonal employees, Certified Pool Operators, etc. Maintain compliance with Human Resource aspects like; labor statutes, insurance, training, safety, etc. issues. Additionally, automated payroll services.
6. Covenant Enforcement and CCR Management – WSDM will continue to provide the following services:
 - a. Oversight of Architectural Control Committees or Design Review Committees, including, but not limited to, coordination of meetings, preparation of meeting materials, and attendance at meetings.
 - b. Conduct community inspections and site review of proposed improvements or architectural requests.
 - c. Provide enforcement of the recorded Covenant, Conditions, and Restrictions (CCRs) and Design Guidelines including, but not limited to, violation tracking and imposition of fines.
7. Insurance – WSDM will act as liaison for the annual insurance renewal and payment, as well as maintenance of Special District Association (SDA) membership, coordination of claims, as needed, and complete the annual insurance audit to ensure the district is properly covered.
8. Inclusion/ Exclusions of Property – WSDM will provide, assistance with Legal Counsel, coordinating any property inclusions into the District Boundaries or any property exclusions out of the District Boundaries. Determine property eligibility, present to the Board for approval, and file with proper local governing body.

Accounting and bookkeeping

1. Standard Service – WSDM will continue to provide the following services (by a Certified Public Accountant):
 - a. Accounting:
 - i. Prepare monthly, quarterly, and annual Financial Statements.
 - ii. Reconcile bank statements and trustee statements on a monthly basis.
 - iii. Coordinate bank account setup and maintenance of signature cards.
 - iv. Prepare and file Continuing Disclosure Notices with the Trustee and other required parties. Coordinate review with legal counsel.
 - v. Coordinate capital project draws and requisitions.
 - vi. Prepare and review all payments of claims prior to release to ensure funds are available.
 - vii. Conduct a monthly review of all expenditures and coordinate preparation and distribution of same, monitoring to ensure the district is on track with the budget and appropriated expenditures.

- b. Accounts Payable:
 - i. Receive and review invoices for accuracy and appropriateness for payment. Code invoices in accordance with the budgeted line item.
 - ii. Prepare issuance of checks (or virtual checks) to be presented to the Board for approval and signatures. The claims (Payables) list will be included in the monthly meeting packets.
 - iii. Prepare funding requests, if required.
 - iv. Release payments to vendors once all approvals and funding have been received.
- c. Accounts Receivable:
 - i. Process deposit of revenues.
 - ii. Process bank charges and other miscellaneous accounts receivable matters.
- d. Financial Projections:
 - i. Provide multi-year forecasting upon Board request.
 - ii. Provide Utility consumption versus rate analysis, and possible water loss calculations upon Board request.
 - iii. Provide commercial billing and rate structure analysis.
- e. Budgets:
 - i. Prepare annual budget and budget message for approval by the Board and coordinate with legal counsel for same.
 - ii. Prepare or assist in the preparation of supplemental and/or amended budgets and accompanying documents, if required.
 - iii. Prepare and assist in the compliance of filing the annual Budget, or amendment, as needed.
- f. Audits:
 - i. Obtain proposals for conducting the annual audit for consideration at budget hearing meeting. Proposals should be included in the meeting packet.
 - ii. Coordinate and participate in audit bids, engagements, fieldwork and audit draft review.
 - iii. Assist the auditor in performing the annual audit, to accomplish timely completion and filing by statutory deadline.
 - iv. Help present the Annual Audit for approval by the Board to be filed in compliance with State, local, and federal requirements.
- g. Bonds:
 - i. Monitor and comply with Bond documents, State Statute, and Auditing requirements.
 - ii. Transfer debt obligated funds to correct Reserve Funding accounts as applicable.
 - iii. Coordinate principal and interest payments as required by the governing documents.
 - iv. Coordinate with Bond counsel to issue bonds as directed by the Board of Directors
 - v. Coordinate the proper compliance filing including but not limited to the DLG-30, etc.
- h. Developer Reimbursements/ Advances:
 - i. Coordinate with Developers to ensure all advances are received, tracked, or accounted for to fund the district as needed.
 - ii. Monitor and comply with Developer Reimbursement agreements and Auditing requirements.
 - iii. Coordinate principal and interest payments required by the Reimbursement agreement.

Billing and Collections

1. Standard Services—WSDM will continue to utilize the Continental Utility Solutions, Inc. (CUSI) billing software system for the residential billing, Bill.com invoicing software for review of invoices and processing of payments, and/or QuickBooks bookkeeping software -- as applicable.
 - a. CUSI system is compatible with the Automatic Meter Reading (AMR), Badger Beacon systems, as well as state of the art integration with direct payment options (Customer Web Portals, ACH, and Credit Card processing systems).
2. Additional Standard Services provided by WSDM will include:
 - a. Provide resolution of re-reading of meter reads, if necessary.
 - b. Customize billing system to download meter readings directly into billing software, allowing real-time/ automatic updates to customer accounts.
 - c. Produce and transmit customer invoices to a mailing facility or process the mailing in-house, whichever is more economical.
 - d. Process and make daily deposits of all receipts mailed directly to WSDM, the billing company, or the lockbox -- as necessary.
 - e. Communicate with customers and transmit Automated Clearing House ("ACH") authorization forms, allowing the District to initiate an ACH withdrawal of balance(s) due directly from the customer's checking or savings account, using dual controls.
 - f. Coordinate and provide correspondence regarding delinquent account balances, payment plans, termination of amenity access, and service shut-off notices in compliance with the District's collection policy and in coordination with the District's legal counsel.
 - g. Process final billing pay-off requests from the title company for upcoming closings and establish new owner's billing account.
 - h. Collect transfer fee on behalf of the District, due upon the transfer of property.
 - i. Process payment arrangements for customers facing economic hardship at the direction of the Board.
 - j. Process and transmit delinquency notices.
 - k. Process service shut-off notices and direct the District's operator to proceed with shutoff.
 - l. Certify delinquent account balances with the County, as applicable, in coordination with the District's legal counsel.
 - m. Coordinate processing of statements of liens with the District's legal counsel, and release of liens as delinquent account balances are resolved.
 - n. Respond to customer calls and inquiries in a timely and professional manner.
 - o. Track Tap Fee payments and coordinate with the District's Water Operator to provide installation of a new Tap for water service – where applicable.

Customer Service

1. WSDM will continue to provide customer service support via telephone, email, social media, text messaging, and fax for all customer inquiries and updates.
2. WSDM will continue to provide access to a 24-hour emergency response for after-hours emergencies via telephone at 719-447-4840.
3. WSDM will continue to collaborate with patrol officers, security teams, and local law enforcement where applicable; and will monitor security systems and surveillance camera's as needed.

4. WSDM will respond to non-emergency customer inquiries within 1 hour during regular business hours or first thing on the following business day.

Hourly Rates

5. WSDM will continue to provide all applicable services listed to the District at a monthly cost not to exceed contractual monthly limit of **\$3,500/ month.**

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

not to exceed contractual limit of **\$3,500/ monthly*

Thank you,



Kevin Walker,
President of WSDM – District Managers

APPROVED AS SIGNED:

Signature

Title

Date