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**WILSHIRE METROPOLITAN DISTRICT NO. 1**

**Organizational Meeting**

Tuesday, January 27, 2026

2:00 P.M.

<https://us06web.zoom.us/j/82711155793?pwd=ablVakwYte03R10aP3okxLjg0rGabv.1&jst=1>

Dial-In Number: 1-719-359-4580

Meeting ID: 827 1115 5793

Passcode: 008040

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**Board of Directors**

Vanja Hrustanovic	May 2029
Libertad Roxana Soto	May 2029
Dzelal Hrustanovic	May 2029
Brannon Loines	May 2027
Jamilex Dukes	May 2027

**AGENDA**

1. Call To Order/Declaration of Quorum
2. Directors Matters/Disclosure Matters
3. Approval of/Additions To/Deletions From the Agenda
4. Public Comment For Matters Not on Agenda (limited to 3 minutes, per person)
5. Organizational Items
  - a. Consider Approval of Organizational Resolution, including:
    - i. Election of Officers
    - ii. Regular Meeting Dates/Location
  - b. Consider Approval of Indemnification Resolution
  - c. Consider Approval of Insurance Coverage/Bonds
    - i. Public officials' liability, general liability, directors and officers liability, workers' compensation coverage
    - ii. Directors'/Treasurer's Bonds
    - iii. Consider Approval of Resolution and Intergovernmental Agreement with Colorado Special Districts Property and Liability Pool and joining Special District Association
    - iv. Consider Approval of TCW Agency Services Agreement
    - v. Consider Approval of Consider Approval of Resolution Determining Not to Provide Workers' Compensation Insurance Coverage for Uncompensated Members of the Board of Directors
  - d. Consider Adoption of Resolution Designating an Official Custodian for the Colorado Open Records Act

- i. Official Custodian Adoption of Rules Related to Requests for Inspection of Public Records Pursuant to Colorado Open Records Act
  - e. Consider Approval of Resolution Adopting Technology Accessibility Statement
  - f. Consider Approval of Agreement and/or Direction Related to Creation of District Website
  - g. Consider Engagement of Consultants:
    - i. General Counsel
    - ii. Accountant
- 6. Legal Matters
  - a. Consider Approval of and/or Direction Related to Advance and Reimbursement Agreement (Operations & Maintenance Expenses)
  - b. Consider Approval of and/or Direction Related to Advance and Reimbursement and Facilities Acquisition Agreement (Capital Expenses)
  - c. Consider Adoption of Master Intergovernmental Agreement/Designation of Operating District
  - d. Consider Approval of Service Plan Compliance Items
    - i. Consider Approval of Disclosure to Prospective Purchasers
  - e. Other
- 7. Financial Matters
  - a. Conduct Public Hearing on Proposed 2025 Budget
    - i. Public Comment Period
    - ii. Consider Approval of Resolution Approving Proposed 2025 Budget and Appropriate Sums of Money
  - b. Conduct Public Hearing on Proposed 2026 Budget
    - i. Public Comment Period
    - ii. Consider Approval of Resolution Approving Proposed 2026 Budget and Appropriate Sums of Money
  - c. Consider Approval of and/or Direction obtaining
    - i. Federal Employer Identification Number
    - ii. Sales Tax Exemption for Colorado Organizations
    - iii. PDPA Number for Public Funds Deposited in Banks
  - d. Discuss and Consider Establishment of the Bank Account and authorization of signers
  - e. Discuss and Consider use of Bill.com for District payments
  - f. Review and Consider Approval of 2025 Audit Exemption
  - g. Other
- 8. Other Business
- 9. Adjourn

**ORGANIZATIONAL RESOLUTION OF  
THE BOARD OF DIRECTORS OF THE  
WILSHIRE METROPOLITAN DISTRICT NO. 1**

At the organizational meeting of the Board of Directors of the Wilshire Metropolitan District No. 1, El Paso County, Colorado, held at 2:00 P.M. on Tuesday, January 27, 2026, via video conference at <https://us06web.zoom.us/j/82711155793?pwd=ablVakwYte03R10aP3okxLjg0rGabv.1&jst=1>, and via telephone at Dial-in: 1-719-359-4580, Meeting ID: 827 1115 5793, Passcode: 008040, at which a quorum was present, the following resolution was adopted:

**WHEREAS**, the Wilshire Metropolitan District No. 1 (the “District”) was organized as a special district pursuant to an Order of the District Court in and for the County of El Paso Colorado, dated November 15, 2025, and is located within El Paso County (the “County”); and

**WHEREAS**, the Board of Directors of the District (collectively referred to as the “Board” or individually as “Director(s)”) has a duty to perform certain obligations in order to assure the efficient operation of the District; and

**WHEREAS**, Section 32-1-306, C.R.S., requires that within thirty (30) days after the District has been declared organized by the court, the District shall transmit to the Clerk and Recorder in each of the counties in which the District extends certified copies of the court’s findings and order organizing the District and a copy of the approved service plan; and

**WHEREAS**, Section 32-1-306, C.R.S., requires the District to file a copy of its service plan, a copy of the court’s findings and order organizing the District and a map of the District with the Division of Local Government (“Division”) after the District has been declared organized; and

**WHEREAS**, Section 32-1-306, C.R.S., requires the District to file a map of the District with the Assessor, in each county in which the District is located, after the District has been declared organized; and

**WHEREAS**, Section 32-1-306, C.R.S., requires the District to file a current, accurate map of its boundaries with the Assessor and Clerk and Recorder in each county in which the District is located, and the Division on or before January 1 of each year; and

**WHEREAS**, Sections 24-10-109 and 24-32-116, C.R.S., require that the District provide its name, its principal address and/or mailing address, the name of its agent and the agent’s mailing address to the Department of Local Affairs (the “Department”) and keep such information updated regularly; and

**WHEREAS**, Section 32-1-809, C.R.S., requires that the Board provide notice, containing certain information about the District, to the eligible electors of the District no more than sixty (60) days prior to and not later than January 15; and

**WHEREAS**, Section 32-1-104(2), C.R.S., requires that the District, on or before January 15, file a copy of the notice required by Section 32-1-809, C.R.S., with the Board of County

Commissioners, the Assessor, the Treasurer, and the Clerk and Recorder in each county in which the District is located, the governing body of any municipality in which the District is located, and the Division; and

**WHEREAS**, the Local Government Budget Law of Colorado, Sections 29-1-101 *et seq.*, C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments thereto, to adopt budgets and to file copies of the budgets and amendments thereto with the Division; and

**WHEREAS**, Section 39-1-125(1)(a), C.R.S. requires the District provide certain information with the certification of its mill levy; and

**WHEREAS**, Section 29-1-205(1), C.R.S., requires the District to file a current list of all contracts in effect with other political subdivisions within thirty (30) days of receiving a request therefor from the Division; and

**WHEREAS**, in accordance with the Public Securities Information Reporting Act, Sections 11-58-101 *et seq.*, C.R.S., issuers of nonrated public securities shall make public within sixty (60) days following the end of each of such issuer's fiscal year, an annual information report or reports with respect to any of such issuer's nonrated public securities which are outstanding as of the end of each such fiscal year; and

**WHEREAS**, in accordance with Section 29-1-604(1), C.R.S., if expenditures and revenues of the District are not in excess of \$200,000, the District may file an application for exemption from audit with the State Auditor; or in accordance with Section 29-1-604(2)(b), C.R.S., if expenditures and revenues of the District for any fiscal year are at least \$200,000, but not more than \$1,000,000, the District may file an application for exemption from audit with the State Auditor; or in accordance with Section 29-1-603, C.R.S., the Board shall cause to be made an annual audit of the financial statements of the District for each fiscal year; and

**WHEREAS**, the Revised Uniform Unclaimed Property Act, Article 13 of Title 38, C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer by November 1 of each year; and

**WHEREAS**, pursuant to Section 32-1-103(15), C.R.S., the legal notices of the District must be published one time, in one newspaper of general circulation in the District, and if there is not one such newspaper of general circulation, then in one newspaper in each county in which the District is located and in which the District also has fifty (50) or more eligible electors; and

**WHEREAS**, pursuant to Section 24-6-402(2)(c)(I), C.R.S., the Board shall annually designate at the first regular meeting of the calendar year a posting place within the boundaries of the District for posting of notices; and

**WHEREAS**, pursuant to Sections 32-1-903(2), 24-6-402(2)(c)(I) & (III), and 32-1-903(6)(c), C.R.S., in addition to any other means of full and timely notice, the Board shall be deemed to have given full and timely notice of a public meeting, including an annual meeting, if

the Board posts the notice on a public website of the District or in the designated public place within District boundaries, no less than twenty-four (24) hours prior to the meeting; and

**WHEREAS**, Section 32-1-903(1), C.R.S., requires that the Board shall meet regularly at a time and location to be designated by the Board and such location may be physical, telephonic, electronic, other virtual place, or combination of such means where a meeting can be attended; provided that meetings that are held solely at physical locations must be held at physical locations that are within the boundaries of the District or within the boundaries of any county in which the District is located, in whole or in part, or in any county so long as the meeting location does not exceed twenty (20) miles from the District boundaries, unless the proposed change of location for a meeting appears on the Board agenda of a meeting and a resolution is adopted stating the reason for which meetings of the Board are to be held in a physical location other than under the provisions of Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting; and

**WHEREAS**, Section 32-1-903(6)(a), C.R.S., requires that the Board hold an annual meeting at a time and location to be designated by the Board and such location may be in person, virtual, or in person and virtual; provided that if the annual meeting is held solely in person, then it must be held at a physical location within the boundaries of the District, within the boundaries of any county in which the District is located, in whole or in part, or within any other county so long as the physical location does not exceed five (5) miles from the District's boundaries; and

**WHEREAS**, pursuant to Section 32-1-904, C.R.S., the office of the District shall be at some fixed place to be determined by the Board; and

**WHEREAS**, pursuant to Section 32-1-901(1), C.R.S., each Director, within thirty (30) days after his or her election or appointment to fill a vacancy, shall take an oath or affirmation in accordance with Section 24-12-101, C.R.S., and the oath must be filed with the County Clerk and Recorder, and in accordance with Section 32-1-901(1), C.R.S., with the Clerk of the Court and with the Division; and

**WHEREAS**, in accordance with Section 32-1-901(2), C.R.S., at the time of filing said oath, there shall also be filed for each Director a bond; and

**WHEREAS**, in accordance with Section 24-14-102(2), C.R.S., the District may, in lieu of the required bond, purchase crime insurance to protect the District from any dishonesty, theft, or fraud; and

**WHEREAS**, pursuant to Section 32-1-902(1), C.R.S., the Board shall adopt a seal; and

**WHEREAS**, pursuant to Section 32-1-902(1), C.R.S., the Board shall elect one of its members as chairman of the Board and president of the District, one of its members as a treasurer of the Board and District, and a secretary who may be a member of the Board, or the secretary and treasurer may be one individual, who in such case is a member of the Board; and

**WHEREAS**, Directors may receive compensation for their services subject to the limitations imposed by Section 32-1-902(3)(a), C.R.S.; and

**WHEREAS**, Directors are governed by Section 32-1-902(3)(b), C.R.S., which requires any Director to disqualify himself or herself from voting on an issue in which he or she has a conflict of interest, unless the Director has properly disclosed such conflict in compliance with Section 18-8-308, C.R.S.; and

**WHEREAS**, Directors are governed by Section 32-1-902(4), C.R.S., which requires any Director who owns undeveloped land that constitutes at least twenty percent (20%) of the territory included in the District to properly disclose such fact in compliance with Section 18-8-308, C.R.S., before each meeting of the Board, and such disclosure must be entered into the minutes of such meeting; and

**WHEREAS**, pursuant to Section 32-1-1001(1)(o), C.R.S., the Board has the power to authorize the use of electronic records and electronic signatures and adopt rules, standards, policies, and procedures for use of electronic records or signatures in accordance with the Uniform Electronic Transaction Act, Sections 24-71.3-101 *et seq.*, C.R.S.; and

**WHEREAS**, pursuant to Section 24-72-204.5, C.R.S., should the District operate or maintain an electronic mail communications system, the Board must adopt a written policy on any monitoring of electronic mail communications and the circumstances under which it will be conducted; and

**WHEREAS**, Sections 32-1-1604 and 32-1-1101.5(1), C.R.S. require the District to issue notice of the authorization or incurrence of general obligation indebtedness to the Board of County Commissioners of each county in which the District is located or the governing body of the municipality that has adopted a resolution of approval of the District and to record such notice with the Clerk and Recorder in each county in which the District is located within thirty (30) days of incurring or authorizing such indebtedness; and

**WHEREAS**, Section 32-1-1101.5(1), C.R.S., requires the District to certify the results of ballot issue elections to incur general obligation indebtedness to the Board of County Commissioners of each county in which the District is located or to the governing body of a municipality that has adopted a resolution of approval of the District within forty-five (45) days after the election, or at least thirty (30) days before issuing any general obligation debt if not previously certified, and requires the District to file a copy of such certificate with the Division of Securities within that timeframe; and

**WHEREAS**, in accordance with Section 32-1-1101.5(1.5), C.R.S., the Board of County Commissioners or the governing body of a municipality that has adopted a resolution of approval of the District may require the District to file an application for the quinquennial finding of reasonable diligence; and

**WHEREAS**, in accordance with Section 32-1-207(3)(c), C.R.S., and unless otherwise waived or requested by an earlier date, any special district created after July 1, 2000, must electronically file an annual report for the preceding calendar year by October 1<sup>st</sup> with the governing body that approved the District's service plan or, if the jurisdiction has changed due to

the annexation into a municipality, the current governing body with jurisdiction over the District, the Division, the State Auditor, and the County Clerk and Recorder, and make the same available on the website of the District; and

**WHEREAS**, in accordance with the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., the Board is granted the authority to obtain insurance; and

**WHEREAS**, the Colorado Open Meetings Law at Section 24-6-402(2)(d.5)(II)(A), C.R.S., specifies that discussions that occur in an executive session of a local public body shall be electronically recorded; and

**WHEREAS**, pursuant to Section 24-6-402(2)(d.5)(II)(E), C.R.S., such electronic recording of executive sessions shall be retained for at least ninety (90) days after the date of the executive session; and

**WHEREAS**, in accordance with the Public Deposit Protection Act, Sections 11-10.5-101 *et seq.*, C.R.S., the Board shall designate an official custodian with plenary authority to deposit public funds in any bank which has been designated by the Colorado Banking Board as an eligible public depository; and

**WHEREAS**, in accordance with Section 32-1-104.8, C.R.S., the District must record a public disclosure document and a map of the boundaries of the District with the Clerk and Recorder of each county in which the District is located at the same time as: (1) the decree or order confirming the District's organization is recorded as required by Section 32-1-105, C.R.S.; and (2) an order or decree confirming the inclusion of real property into the District is recorded; and

**WHEREAS**, in accordance with Section 32-1-104.5, C.R.S., (1) within one (1) year of the date an order and decree has been issued by a district court for a newly organized metropolitan district; or (2) for all metropolitan districts organized after January 1, 2000, such metropolitan district, shall establish, maintain and annually update an official website containing specific information as set forth in Section 32-1-104.5(3)(a), C.R.S.; and

**WHEREAS**, in accordance with Section 32-1-104.5(4), C.R.S., a metropolitan district required to establish and maintain a website per the foregoing Recital shall establish a system or process for residents to contact someone associated with the metropolitan district (1) who can address any questions or concerns of a resident regarding the metropolitan district during regular business hours; and (2) outside of regular business hours or during any times when metropolitan district personnel are otherwise unavailable or unreachable to address matters of an emergent nature that cannot wait until regular business hours resume; and

**WHEREAS**, the Colorado Office of Information Technology adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the "Accessibility Rules") requiring the District comply with the Accessibility Rules; and

**WHEREAS**, elections may be held pursuant to the Special District Act, Article 1 of Title 32, C.R.S.; the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S.; and the Colorado



Local Government Election Code, Article 13.5 of Title 1, C.R.S., for the purpose of (1) electing members of the Board; and (2) presenting certain ballot questions to the eligible electors of the District; and

**WHEREAS**, Sections 1-1-111(2), 1-13.5-108 and 32-1-804(2), C.R.S., provide that all powers and authority granted to the Board may be exercised by a “Designated Election Official” designated by the Board.

**NOW, THEREFORE**, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WILSHIRE METROPOLITAN DISTRICT NO. 1 AS FOLLOWS:

1. The Board acknowledges that in accordance with Section 32-1-306, C.R.S., legal counsel timely transmitted to the Clerk and Recorder of the County, certified copies of the court’s findings and order organizing the District and a copy of the District’s approved service plan; timely filed a copy of the District’s service plan, a copy of the court’s findings and order organizing the District and a map of the District with the Division; and timely filed a map of the District with the County Assessor prior to the date of this meeting.
2. The Board acknowledges that in accordance with Sections 24-10-109 and 24-32-116, C.R.S., legal counsel timely notified the Department of the District’s name, principal address and/or mailing address, agent’s name and agent’s mailing address as part of the District’s transparency notice transmitted to the Division in accordance with Sections 32-1-809(1) and 32-1-104(2), C.R.S. as contemplated by Section 24-32-116(1)(a).
3. The Board acknowledges that an oath or affirmation of each Director was timely prepared, administered and filed in accordance with Sections 32-1-901 and 24-12-101, C.R.S., and legal counsel is further directed to prepare, facilitate the administration of and file an oath or affirmation for any Director appointed or elected hereafter.
4. The Board, pursuant to Section 32-1-902(1), C.R.S., hereby adopts the seal as affixed to this Resolution.
5. The Board directs the District’s engineer to prepare an accurate map in accordance with the standards as specified by the Division or directs management to prepare a letter asserting there have been no changes in the boundaries of the District, as applicable, for filing with the County Assessor, the County Clerk and Recorder, and the Division as required by Section 32-1-306, C.R.S., on or before January 1, if applicable.
6. The Board directs management to: (1) provide notice, containing certain information about the District, to the eligible electors of the District, not earlier than November 16 and not later than January 15, in one or more of the ways set forth in Section 32-1-809(2), C.R.S; and (2) in accordance with Section 32-1-104(2),



C.R.S., file a copy of the notice with the Board of County Commissioners, County Assessor, County Treasurer, and County Clerk and Recorder's Office in each county in which the District is located, the governing body of any municipality in which the District is located and with the Division. The Board further directs that a copy of the notice shall be made available for public inspection at the principal business office of the District.

7. The Board directs the accountant for the District to submit a proposed budget for 2027 to the Board by October 15. The Board directs legal counsel to schedule a public hearing on the proposed budget and upon receipt of the proposed budget to cause a budget notice to be published containing the information required by Section 29-1-106(1), C.R.S., publication of which shall occur prior to the hearing on the proposed budget. The Board directs legal counsel to prepare budget resolutions and resolutions for amendments to the budget, if necessary. The Board directs the accountant to prepare a final budget, any amendments to the budget, and the mill levy certification, including the information required by Section 39-1-125(1)(a), C.R.S., and to review any resolutions adopting the budget or budget amendment, appropriating moneys, and fixing the rate of any mill levy. The Board directs **management/the accountant** to certify the mill levies on or before December 15, including the information required by Section 39-1-125(1)(a), C.R.S. The Board directs **management** to file the approved budgets and amendments thereto with the proper governmental entities not later than thirty (30) days after the beginning of the fiscal year of the budget adopted, in accordance with the Local Government Budget Law of Colorado.
8. The Board directs management to prepare and file a current list of all contracts in effect with other political subdivisions with the Division within thirty (30) days of receiving a request therefor from the Division, if applicable.
9. The Board directs legal counsel and/or the accountant to prepare and file the annual public securities report for nonrated public securities issued by the District with the Department within sixty (60) days following the end of the District's fiscal year, if applicable.
10. The Board directs the accountant to file either an application for exemption from audit with the State Auditor within three (3) months after the close of the District's fiscal year, or that an audit of the financial statements is prepared and submitted to the Board within six (6) months after the close of the District's fiscal year. Further, the Board directs that the audit report be filed with the State Auditor within thirty (30) days after the Board's receipt of the audit report from the auditor.
11. The Board directs management and/or legal counsel to prepare the Unclaimed Property Act report and forward to the State Treasurer by November 1, if applicable.

12. The Board designates *The Gazette* as a newspaper of general circulation within the boundaries of the District or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable statutes in *The Gazette*.
13. The Board designates that, once available, the URL Domain for the District's website shall be the District's official website and posting place for notices of meetings pursuant to Sections 24-6-402(2)(c) and 32-1-104.5, C.R.S. Further, in compliance with Section 24-6-402(2)(III), C.R.S., the Board designates [REDACTED], as the public place within the boundaries of the District at which it may post notices of meetings if it is unable to post a notice on the District's official website.

Further, in compliance with Section 32-1-104.5(4), C.R.S., the Board hereby establishes the following systems or processes for contacting the District:

*The following systems are in place for contacting someone associated with the District.*

*During Regular Business Hours (Monday – Friday, 9:00 a.m. – 5:00 p.m., except for holidays or during closures):*

*All contact methods available on the website "Contact Us" page"*

*Outside of Regular Business Hours or When District Personnel are otherwise unavailable or unreachable:*

*The following process is in place for matters of an emergent nature, which is defined as matters that are urgent and require prompt attention which cannot wait until regular business hours due to the potential to affect the health, safety, and welfare of the residents and property owners in the District or the integrity of the public improvements owned, operated, and/or maintained by the District. Matters of an emergent nature do NOT include emergencies, which should be directed to the appropriate emergency personnel by contacting 9-1-1, or matters which can wait until regular business hours, which should be addressed via any of the methods available on the website "Contact Us" page.*

*[insert general contact information for manager or board member]*

14. The Board directs management to use their best efforts to maintain and update the official website of the District in compliance with Section 32-1-104.5(3)(a), C.R.S. In addition, the Board directs management to use their best efforts to comply with the Accessibility Rules in accordance with direction and guidance provided by the Board and the Colorado Office of Information Technology.

15. Emergency meetings may be called without notice, if notice is not practicable, by the president of the Board or any two (2) Directors in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety and welfare of the property owners and residents of the District. If possible, notice of such emergency meeting may be given to the Directors of the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency, and shall be provided to the public via any practicable means available, *if any*, including, but not limited to, posting notice of such emergency meeting on the District's website, if any. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided however, that any action taken at an emergency meeting shall be ratified at the first to occur: (a) the next regular meeting of the Board, or (b) the next special meeting of the Board.
16. The Board determines to hold a regular meeting on \_\_\_\_\_ day, \_\_\_\_\_, 2026 at \_\_\_\_\_ M. via video conference at \_\_\_\_\_ and via telephone at Dial-in: \_\_\_\_\_, Meeting ID: \_\_\_\_\_, Passcode: \_\_\_\_\_. The Board directs those notices of all meetings must include the method or procedures, including the conference number and/or link, by which members of the public can attend the meeting. Any additional means of public participation, if any, will also be designated on the meeting agenda.
17. The Board determines to hold its annual meeting as required by Section 32-1-903(6), C.R.S. on \_\_\_\_\_ day, \_\_\_\_\_, 2026, at \_\_\_\_\_ M. via video conference at \_\_\_\_\_ and via telephone at Dial-in: \_\_\_\_\_; Meeting ID: \_\_\_\_\_, Passcode: \_\_\_\_\_. The Board directs those notices of all meetings must include the method or procedures, including the conference number and/or link, by which members of the public can attend the meeting. Any additional means of public participation, if any, will also be designated on the meeting agenda.
18. Pursuant to Section 32-1-904, C.R.S., the Board determined that the office of the District shall be at the offices of WSDM – Managers, 3204 N. Academy Blvd., Ste. 100, Colorado Springs, Colorado 80917.
19. The Board designates \_\_\_\_\_ to administer oaths or affirmations in accordance with Section 24-12-103, C.R.S. The Board directs legal counsel to prepare and file an oath or affirmation in accordance with Sections 32-1-901 and 24-12-101, C.R.S. In addition to the oath or affirmation, the Board directs management to procure either crime insurance in accordance with Section 24-14-102(2), C.R.S. or a bond for each Director as required by Section 32-1-901, C.R.S. in the total amount of \$10,000, and directs legal counsel to file copies of the crime insurance or bond with the Clerk of the Court and the Division.
20. The Board hereby elects the following officers for the District:

President/Chairperson: \_\_\_\_\_

Treasurer: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Assistant Secretary: \_\_\_\_\_  
Assistant Secretary: \_\_\_\_\_

21. The Board directs that each Director **may** receive compensation for services as Directors in accordance with Sections 32-1-902(3)(a)(I) & (II), C.R.S.
22. The Board has determined that when so directed by one or more Directors legal counsel will file conflict-of-interest disclosures provided by Directors with the Secretary of State seventy-two (72) hours prior to each meeting of the Board. In addition, written disclosures provided by Directors required to be filed with the governing body in accordance with Section 18-8-308, C.R.S., shall be deemed filed with the Directors of the District when filed with the Secretary of State.
23. The Board authorizes the use of electronic records and electronic signatures. Use of electronic records and electronic signatures, when conducting transactions and in relation to the administration of the affairs of the District, will be performed and governed in accordance with the Uniform Electronic Transactions Act, Sections 24-71.3-101 *et seq.*, C.R.S.
24. The Board does not operate or maintain an electronic mail communication system devoted to the District but recognizes that its Directors and consultants may utilize electronic mail to conduct matters on behalf of the District and that such communications may be a public record under the Colorado Open Records Act and may be subject to public inspection under Section 24-72-203, C.R.S.
25. The Board directs legal counsel to issue notice of indebtedness to the Board of County Commissioners or to the governing body of the municipality that has adopted a resolution of approval of the District, as applicable, and to record such notice with the Clerk and Recorder in each county in which the District is located within thirty (30) days of incurring or authorizing any indebtedness in accordance with Sections 32-1-1604 and 32-1-1101.5(1), C.R.S. The Board also directs legal counsel to certify the results of any ballot issue election to incur general obligation indebtedness to the Board of County Commissioners of each county in which the District is located, to the governing body of a municipality that has adopted a resolution of approval of the District, as applicable, and the Division of Securities within forty-five (45) days after such election, or at least thirty (30) days before the District's issuance of any general obligation debt if not previously certified, in accordance with Section 32-1-1101.5(1), C.R.S.
26. The Board directs legal counsel to prepare and file, if requested, the quinquennial finding of reasonable diligence with the Board of County Commissioners or to the governing body of a municipality that has adopted a resolution of approval of the District, as applicable, in accordance with Sections 32-1-1101.5(1.5) & (2), C.R.S.

27. The Board directs management to prepare and file an annual report as required under the Service Plan for the District and Section 32-1-207(3)(c), C.R.S., as applicable.
28. The Board directs management to file an application for membership to the Special District Association (“SDA”) and directs the District’s accountant to pay the annual SDA membership dues in a timely manner.
29. The Board directs the custodian of all electronic recordings of executive sessions to retain all electronic recordings of executive sessions for purposes of the Colorado Open Meetings Law for ninety (90) days after the date of the executive session. The Board further directs the custodian to systematically delete all recordings of executive sessions made for purposes of the Colorado Open Meetings Law at its earliest convenience after the ninetieth (90<sup>th</sup>) day after the date of the executive session.
30. The Board hereby designates the District’s accountant as its official custodian over public deposits in accordance with Sections 11-10.5-101 *et seq.*, C.R.S.
31. The Board acknowledges that legal counsel timely prepared the special district public disclosure statement in accordance with Section 32-1-104.8, C.R.S., and recorded the statement with the County Clerk and Recorder at the same time the decree or order confirming the organization of the District was recorded. The Board further directs legal counsel to prepare and record a subsequent public disclosure statement at any such time as a decree or order of inclusion of real property into the District’s boundaries is recorded.
32.                     , of                                     , is hereby appointed as the “Designated Election Official” of the Board for any elections to be held during 2026 and any subsequent year unless another Designated Election Official is appointed by resolution. The Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official, including, but not limited to, appointing election judges, appointing a canvass board, cancelling the election, if applicable, and certifying election results.
33. The Board hereby authorizes legal counsel, management, and the District accountant to use the District’s name and a brief description of the work performed for the District for marketing purposes, including identifying the District in presentations, proposals, and publications, provided that no confidential information about the District is revealed.

**[The remainder of this page is intentionally left blank.]**

Whereupon a motion was made and seconded, and upon a majority vote this Organizational Resolution was approved by the Board.

**ADOPTED AND APPROVED THIS 27<sup>TH</sup> DAY OF JANUARY 2026.**

WILSHIRE METROPOLITAN DISTRICT NO. 1

ATTEST: \_\_\_\_\_, President

\_\_\_\_\_, Secretary

## CERTIFICATION

I, [REDACTED], Secretary of the Board of the Wilshire Metropolitan District No. 1, do hereby certify that the annexed and foregoing Resolution is a true copy from the records of the proceedings of the Board of said District, on file with Icenogle Seaver Pogue, P.C., general counsel to the District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, at the County of El Paso, Colorado, this 27<sup>th</sup> day of January 2026.

[REDACTED], Secretary

[SEAL]



**RESOLUTION  
OF THE  
BOARD OF DIRECTORS OF THE  
WILSHIRE METROPOLITAN DISTRICT NO. 1**

**A RESOLUTION PROVIDING FOR THE DEFENSE AND INDEMNIFICATION  
OF DIRECTORS AND EMPLOYEES OF THE DISTRICT**

At the organizational meeting of the Board of Directors of the Wilshire Metropolitan District No. 1, El Paso County, Colorado, held at 2:00 P.M., on Tuesday, January 27, 2026, via videoconference at <https://us06web.zoom.us/j/82711155793?pwd=ablVakwYte03R10aP3okxLjg0rGabh.1&jst=1> and via telephone conference at Dial-In: 1-719-359-4580, Meeting ID: 827 1115 5793, Passcode: 008040, at which a quorum was present, the following resolution was adopted:

**WHEREAS**, present and future Directors and Employees of Wilshire Metropolitan District No. 1 (“District”) may be subject to claims arising from acts or omissions occurring during the performance of their governmental duties; and

**WHEREAS**, the District desires to encourage persons to serve on its Board of Directors and accept employment with the District by defending and indemnifying such persons against liability for acts or omissions occurring during the performance of their governmental duties; and

**WHEREAS**, it is in the best interest of the District and its inhabitants to defend and indemnify its Directors and Employees against liability for acts and omissions which occur within their Scope of Employment and for which such defense and indemnification is not otherwise provided by Colorado law.

**NOW, THEREFORE**, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WILSHIRE METROPOLITAN DISTRICT NO. 1 THAT:

1. Definitions. For purposes of this Resolution, the terms below shall be defined as follows:

a. Director: includes current directors and directors who are appointed or elected to the board hereafter, who are sued for acts or omissions occurring during their term as a director of the District.

b. Employee: includes current employees and employees employed in the future, who are sued for acts or omissions occurring during their employment with the District.

c. Scope of Employment: an act or omission of a Director or Employee of the District is within the “scope of employment” if it reasonably relates to the business or affairs of the District and the Director acted in good faith and in a manner a reasonable person would have believed to be in the best interests of the District. In addition to other acts or omissions which are not within the Scope of Employment, all acts or omissions which are a violation of law shall be

deemed not to be within the Scope of Employment.

2. Tort Actions Governed by the Colorado Governmental Immunity Act.

a. The District shall pay, in accordance with Sections 24-10-101 *et. seq.*, C.R.S., as amended from time to time (the “Governmental Immunity Act”), the costs of defense and settlements and judgments against a Director or Employee of the District, including reasonable attorney fees, where the action lies or could lie in tort, including any such action brought pursuant to federal law in any court of this State, but specifically excepting any actions brought by, on behalf of, or in the right of the District. As a prerequisite to such payment, the Director or Employee must furnish the District with an affidavit stating that: (1) the action against him/her is not purely personal, and (2) to his/her reasonable belief, the act or omission upon which the claim is based occurred within the Scope of Employment. The Director or Employee shall also be required to comply with all relevant provisions of the Governmental Immunity Act, including but not limited to, provision of timely notice to the District of claims in accordance with such Act. However, the District shall not pay such judgments and shall seek reimbursement from the Director or Employee for the reasonable costs of his/her defense, including reasonable attorney fees, where it is determined by a court of competent jurisdiction that the injuries did not arise out of an act or omission of the Director or Employee occurring during his/her term or employment with the District and within the Scope of Employment.

b. The District does not hereby waive the notice requirements of its Directors and Employees as set forth in Section 24-10-110(2), C.R.S.

3. Other Actions Except Criminal. The District hereby agrees to pay the costs of defense and settlements and judgments against its Directors and Employees, including reasonable attorney fees, for all other actions, including but not limited to, actions which lie or could lie in contract, or arise under state or federal laws and are not governed by Section 24-10-110, C.R.S., except for criminal actions and any actions brought by, on behalf of, or in the right of the District. As a prerequisite to such payment, the Director or Employee must furnish the District with an affidavit stating that: (1) the action against him/her is not purely personal, and (2) to his/her reasonable belief, the act or omission upon which the claim is based occurred within the Scope of Employment. The District shall not pay such judgments and shall be reimbursed by the Director or Employee for the reasonable costs of his/her defense, including reasonable attorney fees, where it is determined by a court of competent jurisdiction that the injuries did not arise out of an act or omission of the Director or Employee occurring during his/her term or employment with the District and within the Scope of Employment. The Director or Employee shall be required to immediately notify the District of claims against him or her, and the District will notify the Director or Employee whether the District will assume such defense following receipt of the Director’s or Employee’s affidavit as required above. The maximum amount the District shall pay on behalf of a Director or Employee for any judgment resulting from all actions other than tort and criminal actions in which the Director or Employee is found liable by a court of competent jurisdiction shall be limited to those amounts set forth in Section 24-10-114, C.R.S., as may be amended from time to time.

4. Criminal Actions. The District hereby agrees to pay the costs of defense, including

reasonable attorney fees, and any fines or penalties assessed where a criminal action is brought against its Directors or Employees for acts or omissions occurring during their term or employment with the District and within the Scope of Employment as long as such action is not brought on behalf of or in the right of the District. As a prerequisite to such payment, the Director or Employee must furnish the District with an affidavit stating that: (1) the action against him/her is not purely personal, (2) to his/her reasonable belief, the act or omission upon which the claim is based occurred within the Scope of Employment, and (3) he/she had no reasonable cause to believe his/her conduct was unlawful. However, the District shall not pay such fines or penalties and shall be reimbursed by the Director or Employee for the reasonable costs of his/her defense, including reasonable attorney fees, where it is determined by a court of competent jurisdiction that:

a. The injuries did not arise out of an act or omission of the Director or Employee occurring during his/her term or employment with the District and within the Scope of Employment; or

b. The Employee or Director had reasonable cause to believe his/her conduct was unlawful.

The Director or Employee shall be required to immediately notify the District of any criminal action against him or her, and the District will notify the Director or Employee whether the District will assume such defense following receipt of the Director's or Employee's affidavit as required above. The maximum amount the District shall pay on behalf of a Director or Employee for fines or penalties resulting from all criminal actions in which the Director or Employee is found liable by a court of competent jurisdiction shall be limited to those amounts set forth in Section 24-10-114, C.R.S., as may be amended from time to time.

5. Miscellaneous Provisions. The following provisions shall apply to any of the actions discussed in Sections 2, 3 or 4 above:

a. Consent to Compromise or Settlement. The District shall pay no judgment or settlement of claims against its Director or Employee where the latter has compromised or settled the claim without the District's written consent.

b. Legal Representation of the Director or Employee. To the extent legal counsel for the Director or Employee is not provided by the District or the District's insurance provider, the Director or Employee may select his or her own legal counsel subject to approval in writing by the District. The Director or Employee shall cooperate with the District and its legal counsel in his defense.

c. Director's or Employee's Costs. The District shall not be responsible for costs to its Directors or Employees associated with time spent in giving depositions, testifying or otherwise cooperating with their defense.

6. No Waiver of Sovereign Immunity. By the adoption of this Resolution, the District does not waive its defense of sovereign immunity as to any action.

7. No Waiver of Insurance Coverage. The approval and adoption of this Resolution shall not constitute a waiver by the District of insurance coverage with respect to any liability covered by this Resolution. The Resolution shall render the District secondarily liable in the event the District's insurance does cover such liability and the conditions of this Resolution are met.

8. Subrogation Rights of the District. In the event of any payments pursuant to this Resolution, the District or its assigns shall be subrogated to all of the Director's or Employee's rights of recovery therefor against any person or entity. The Director or Employee shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights and shall do nothing to prejudice such rights.

9. Effect of Other Insurance, Bond or Indemnification Plans. If the District has insurance coverage for any act for which indemnification is provided by this Resolution, its coverage shall be primary. If the Director or Employee against whom a claim is subject to indemnification under this Resolution is asserted had any other valid insurance, bond or indemnification plan available covering the loss or damage alleged against him or her, and the District does not have adequate insurance coverage, and the act for which indemnification is sought is other than an action sounding in tort, such insurance, bond or other plan will be first applied to the payment of any defense costs, attorneys' fees or claim/judgment before the District's resort to obtaining funds for indemnification from sources other than insurance. The obligation of the District to indemnify and save harmless the Director or Employee shall, in all events, exist only to the extent permitted by this Resolution.

10. Liberal Construction. The purpose of this Resolution is to protect Directors and Employees of the District against personal liability for their actions taken on behalf of the District and reasonably believed to be in the best interest of the District. Therefore, it is the intent of the District that this Resolution be liberally construed in favor of protection of such Directors and Employees.

11. Invalidation. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

12. Renewal of Indemnifications. All obligations of the District described in this Resolution shall be subject to annual appropriation and automatically renew each January 1 thereafter.

**[Remainder of page intentionally left blank.]**

Whereupon, a motion was made and seconded, and upon a majority vote this Resolution was approved by the Board.

**ADOPTED AND APPROVED THIS 27<sup>th</sup> DAY OF JANUARY 2026.**

WILSHIRE METROPOLITAN DISTRICT NO. 1

ATTEST:

\_\_\_\_\_, President

\_\_\_\_\_, Secretary



WILSMET-01

HJIMENEZ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Highstreet Insurance & Financial Services 384 Inverness Pkwy., Ste 170 Englewood, CO 80112	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (303) 368-5757	<b>FAX (A/C, No):</b> (303) 872-3596
	<b>E-MAIL ADDRESS:</b> RockyMountain.info@highstreetins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A :</b> RLI Insurance Company	<b>13056</b>
<b>INSURED</b> Wilshire Metropolitan District No. 1 c/o Icenogle Seaver Pogue, P.C. 4725 South Monaco Street, Suite 360 Denver, CO 80237	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	3 Year Bond			LSM5071564	11/17/2025	11/17/2028	Bond Amount 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Public Official Position Schedule Bond

1 Treasurer @\$5,000

5 Board Members @\$1,000 each

## CERTIFICATE HOLDER

## CANCELLATION

Colorado Department of Local Affairs Division of Local Government-Special Districts 1313 Sherman St., Rm 521 Denver, CO 80203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



P.O. BOX 3967 PEORIA, IL 61612-3967  
P: (800)645-2402 E:  
surety.southwest@rlicorp.com  
RLISURETY.COM

# PUBLIC OFFICIAL POSITION SCHEDULE BOND

Bond No. LSM5071564

Item 1. Name of Insured: Wilshire Metropolitan District No. 1

(the "Insured")

Principal Address: c/o Icenogle Seaver Pogue, P.C 4725 South Monaco Street, #360  
Denver, CO 80237

Item 2. Bond Period November 17, 2025 to Continuous Until Cancelled.

Item 3. Limit of liability does not exceed the sum specified in the Schedule of named Positions or written acceptances by the Company as to each Position there listed.

## I. INSURING AGREEMENT

The **RLI Insurance Company**, an Illinois corporation (the "Company"), in consideration of an agreed premium is held and firmly bound unto Wilshire Metropolitan District No. 1  
of Denver, CO, Obligee, for the faithful discharge of the duties of any Public Official or Employee while occupying any position named in the schedule attached, or added thereto by written acceptance of the Company as to said position after the 17th day of November, 2025.

## II. CONDITIONS

**A. Coverage.** Automatic coverage is granted for the first thirty days service of any Public Official or Employee:  
(1) Occupying a newly created position identical with one listed in the schedule of positions, in an equal amount.

Provided, however, that the automatic coverage herein granted shall be void and of no effect from the beginning, unless during the said thirty day period the Obligee has requested in writing that the position be added to the schedule, and the Company by written acceptance has consented thereto.

Coverage on any position may be increased or decreased upon written request of the Obligee, if agreed to in writing by the Company.

**B. Cancellation.** Cancellation hereunder is effective, and all liability under this bond shall cease as to future acts or omissions as to any Public Official or Employee on the date specified in written notice given by the Obligee to the Company as to any or all positions or Public Officials or Employees, or after thirty days' written notice given by the Company to the Obligee of its intent to cancel this bond in its entirety, or as to any Public Official or Employee or position.

**C. Liability.** The Company's liability under this bond shall **not** be cumulative, and in no event shall the Company be called upon to pay as a loss hereunder in an amount greater than the largest single amount for which the position occupied by any Public Official or Employee causing such loss is or has been covered in the schedule, whether said loss occurred during any one or more years. The liability of the Company for any Public Official or Employee occupying more than one position at one time, or at different times, shall **not** exceed the largest amount of coverage specified for any single position occupied by said Public Official or Employee. The liability of the Company shall **never exceed** the amount in effect for the position when the act



of the Public Official or Employee causing the loss shall have occurred. In the event there are more Public Officials or Employees occupying the position covered in the schedule than are listed therein, the Company shall be liable for such proportion of the amount of coverage as the number of Public Officials or Employees listed bears to the number of Public Officials or Employees actually occupying the position when the loss occurred.

The Liability of the Company hereunder is subject to the terms and conditions of the following Riders, attached thereto:

None of the specifications of this Bond shall be altered or waived, except in writing by the Company executed by its President, Vice President, Secretary, Assistant Secretary or Treasurer.

Dated this 17th day of November, 2025.

**RLI Insurance Company**

By   
Eric Raudins Sr. Vice President



SCHEDULE OF POSITIONS - EFFECTIVE THE 17th DAY OF November, 2025.

(If there is more than one position of like classification, list by number, thus: Cashier No. 1, Cashier No. 2)

Schedule Number	Position Name	No.	Position Location	Bond Amount
1	Treasurer	1		\$ 5,000.00
2	Board Member	1		\$ 1,000.00
3	Board Member	1		\$ 1,000.00
4	Board Member	1		\$ 1,000.00
5	Board Member	1		\$ 1,000.00
6	Board Member	1		\$ 1,000.00
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# POWER OF ATTORNEY

## RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

**Know All Men by These Presents:**

Bond No. LSM5071564

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Eric Raudins in the City of Broadview Heights, State of Ohio, as its true and lawful Agent and Sr. Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, for the following described bond.

**Principal:** Wilshire Metropolitan District No. 1

**Obligee:** Same as Principal

**Type Bond:** Public Official Position Schedule Bond

**Bond Amount:** \$ 10,000.00

**Effective Date:** November 17, 2025

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Sr. Vice President with its corporate seal affixed this 17th day of November, 2025.



**RLI Insurance Company**

By: Eric Raudins Sr. Vice President

State of Ohio }  
County of Cuyahoga } SS

On this 17th day of November, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott Notary Public



JILL A. SCOTT  
Notary Public, State of Ohio  
My Commission Expires:  
September 22, 2030

### CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 17th day of November, 2025.

**RLI Insurance Company**

By: Christina Dean Corporate Secretary



Pool Administration  
McGriff  
1800 SW First Avenue, Suite 400  
Portland, OR 97201  
Phone: (800) 318-8870  
Fax: (503) 943-6622

**INSTRUCTIONS AND CHECKLIST TO JOIN THE POOL BY PROPERLY EXECUTING  
THE RESOLUTION AND INTERGOVERNMENTAL AGREEMENT (IGA)**

- \_\_\_ Please use the provided copies of the Resolution and IGA without alteration. When changes are warranted, please submit the modified draft Resolution (prior to Board action and signature) for review by the Pool Counsel for acceptance by the Pool Board of Directors.
- \_\_\_ The Board Chair must sign both the Resolution and IGA.
- \_\_\_ The Board's Secretary or other Board Director must attest to the Chair's signature on both the Resolution and IGA. If this attestation is not made by the Secretary, please indicate the name and position on the Board (if applicable) of the Director making the attestation.
- \_\_\_ Enter the current date on both the Resolution and IGA signature pages.
- \_\_\_ Enter the coverages and the effective dates on the second page of the Resolution. Subsequent renewal coverages or additions will be automatically recognized in the agreement.
- \_\_\_ Each District must designate on the Resolution specific individuals (not necessarily Board Directors) to be the Primary and Alternative Pool Representatives. These individuals may not be a company, and a single person may not serve as both the Primary and Alternative Representative.
- \_\_\_ Please enter a current email and mailing address for the Primary and Alternative Representatives. You may specify the individual's mailing address as being in care of a company.
- \_\_\_ Groups of related Districts must each provide separate signed documents if each is a separate legal entity. Each legal entity will have their own separate policy in the Pool.
- \_\_\_ Please indicate adoption of the Resolution by two Directors on Page 2 of the Resolution.
- \_\_\_ A copy of the Resolution and one original IGA document must be returned to McGriff Insurance Services, Inc., the Pool Administrator. If the District wishes to retain an original copy, please have duplicate originals signed at the same time.

**PLEASE NOTE IT IS IMPORTANT THAT CURRENT REPRESENTATIVE AND/OR  
ALTERNATE INFORMATION BE MAINTAINED WITH THE POOL ADMINISTRATOR.  
WE REQUEST ANY CHANGES BE SUBMITTED IN WRITING AS SOON AS POSSIBLE.**

RESOLUTION NO. \_\_\_\_\_, SERIES 20\_\_\_\_

WHEREAS, the Board of Directors of Wilshire Metropolitan District No. 1  
(hereafter referred to as “the District”) has authority under Article XIV, Section 18(2)(a) of the Colorado Constitution, and §§ 24-10-115.5, 29-13-102, 29-1-201, et seq., and 8-44-204 of the Colorado Revised Statutes, as amended, to participate in a self-insurance pool for property and liability and/or workers’ compensation coverages;

WHEREAS, the Board of Directors has reviewed a contract to cooperate with other Colorado Special Districts by participating in a self-insurance pool for property and liability and/or workers’ compensation coverages entitled “Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool”, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution; and,

WHEREAS, the Board of Directors finds that participation in such a pool would be in the best interest of the District, its employees, and its taxpayers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District hereby:

1. Approves the contract entitled Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution by this reference.
2. Authorizes and directs the Chair of the Board of Directors to execute Exhibit A on behalf of the District.
3. Directs the Secretary of the Board of Directors to transmit to the Colorado Special Districts Property and Liability Pool (hereafter referred to as “Pool”), McGriff Insurance Services, Inc., PO Box 1539, Portland, OR 97207-1539, an executed and attested copy of this Resolution and one original of Exhibit A.
4. Designates \_\_\_\_\_ as District’s initial Representative to the Pool and designates \_\_\_\_\_ as the District’s Alternative Representative.
5. Provides the following contact information for the Representative and Alternate Representative:  
Representative Email Address: \_\_\_\_\_  
Representative Mailing Address: \_\_\_\_\_  
Representative Phone Number: \_\_\_\_\_  
  
Alternate Representative Email Address: \_\_\_\_\_  
Alternate Representative Mailing Address: \_\_\_\_\_

Alternate Representative Phone Number: \_\_\_\_\_

6. Understands that, with the adoption of this Resolution, the District becomes a member of the Pool, with coverage to be provided by or through the Pool on such date as determined by the District and Pool.

Director \_\_\_\_\_ moved the adoption of the above Resolution.

Director \_\_\_\_\_ seconded the adoption of the above Resolution.

This Resolution was adopted by a majority vote of the Board of Directors of the District  
on the 27th day of January, 20 26.

\_\_\_\_\_  
Chair of the Board

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**INTERGOVERNMENTAL AGREEMENT FOR THE  
COLORADO SPECIAL DISTRICTS  
PROPERTY AND LIABILITY POOL**

As Amended  
SEPTEMBER 16, 2020



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# **INTERGOVERNMENTAL AGREEMENT FOR THE COLORADO SPECIAL DISTRICTS PROPERTY AND LIABILITY POOL**

## **ARTICLE 1. Definitions**

As used in this Pool Agreement, the following terms shall have the meaning hereinafter set out:

- 1.1 BOARD: Board of Directors of the Pool.
- 1.2 CLAIM YEAR: Any twelve consecutive month period established by the Board. The "initial" claim year is the first claim year established for the Pool.
- 1.3 DIRECTOR: A person serving on the Board.
- 1.4 MEMBER: A Special District which enters into this Pool Agreement. An "initial" member of the Pool is a member which obtains coverage through the Pool during the initial claim year.
- 1.5 MEMBER REPRESENTATIVE: That person who is an elected official, employee, or other person designated in writing by a Member as its representative or alternate to the Pool.
- 1.6 POOL: The Colorado Special Districts Property and Liability Pool established pursuant to the Constitution and the statutes of this state by this Pool Agreement.
- 1.7 POOL AGREEMENT: This Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool.
- 1.8 PUBLIC ENTITY: A public entity pursuant to Section 24-10-103(5), C.R.S., as amended, and that is formed by this Pool Agreement by Member Special Districts as a separate and independent governmental and legal entity pursuant to the provisions of Article XIV, Section 18(2) of the Colorado Constitution and Sections 29-1-201 et. seq., 8-44-101(1)(C) and (3), 8-44-204, 24-10-115.5, and 29-13-102, C.R.S., as amended.
- 1.9 SPECIAL DISTRICT: A political subdivision of the State of Colorado that is a unit of local government pursuant to Article 13, Title 29, C.R.S., as amended, that is a public entity pursuant to Section 24-10-103(5), C.R.S., as amended, and that is eligible for membership in the Special District Association of Colorado according to the Association's bylaws as amended and in effect from time to time. "Special District" also includes any separate entity created by intergovernmental agreement authorized by Part 2, Article 1, Title 29, C.R.S., as amended, if at least one of the contracting entities is a special district and if all of the contracting entities are units of a local government pursuant to Article 13, Title 29, C.R.S., as amended, and are public entities pursuant to Section 24-10-103(5), C.R.S., as

amended.

- 1.10 SDA BOARD: The Board of Directors of the Special District Association of Colorado.

## **ARTICLE 2. Creation of Pool**

- 2.1 The Colorado Special Districts Property and Liability Pool is hereby formed by this Pool Agreement by Member Special Districts as a separate and independent governmental and legal entity pursuant to the provisions of Article XIV, Section 18(2) of the Colorado Constitution and Sections 29-1-201 et. seq., 8-44-101(1)(C) and (3), 8-44-204, 24-10-115.5, and 29-13-102, C.R.S., as amended.
- 2.2 Each Special District entering into this Pool Agreement has the power under Colorado law to make provision for the property and liability coverages, workers' compensation benefits, and risk management, claims handling, and other functions and services which constitute the specific functions and services jointly provided by means of the Pool.

## **ARTICLE 3. Purposes**

- 3.1 The purposes of the Pool are to provide defined property, liability, workers' compensation and associated coverages, and claims and risk management services related thereto, for Member Special Districts through a self-insurance pool.
- 3.2 It is the intent of the Members to use Member contributions to defend and indemnify, in accordance with this Pool Agreement, any Member against stated liability or loss to the extent of the coverage provided by or through the Pool.
- 3.3 All income and assets of the Pool shall be at all times dedicated to the exclusive benefit of its Members.

## **ARTICLE 4. Non-Waiver of Governmental or Other Immunity**

- 4.1 All Pool money, plus earned interest, is money derived from its Members which consist solely of Special Districts and a Public Entity within the State of Colorado. It is the intent of the Members and the Public Entity that, by entering into this Pool Agreement, they do not waive and are not waiving any immunity provided by any law to the Public Entity, Members or their public employees, as defined in Section 24-10-103(4), C.R.S., as amended.

## **ARTICLE 5. Participation**

- 5.1 The Board shall have the authority to limit the Members of the Pool to those Colorado Special Districts which are members of the Special District Association of Colorado and which properly enter into and adopt this Pool Agreement.

- 5.2 New Members, including special districts which have previously withdrawn or been expelled from the Pool, shall be admitted only upon approval by the Board, subject to the payment of such sums and under such conditions as the Board in each case or from time-to-time establishes.
- 5.3 A Member may participate in the Pool for either or both of the following purposes:
1. The property and liability coverages authorized by Sections 24-10-115.5 and 29-13-102, C.R.S., as amended, and risk management, claims handling and other functions and services related to such coverages;
  2. The workers' compensation coverages authorized by Sections 8-44-101(1)(C) and (3) and 8-44-204, C.R.S., as amended, and risk management, claims handling, and other functions and services related to such coverages.
- 5.4 A Member who is participating in the Pool for one of the purposes set forth in Paragraph 5.3 may be authorized to participate in the Pool for the other of those purposes upon further compliance, as necessary, with Paragraph 5.1 and approval of the Board, subject to the payment of such sums and under such conditions as the Board in each case or from time-to-time establishes.
- 5.5 Upon a vote of the Directors, the Board shall have the authority to approve a Public Entity to participate in the Pool for one of the purposes set forth in Paragraph 5.3. If a Public Entity is allowed to participate in the Pool, the Board must adopt rules, pursuant to Subparagraph 14 of Paragraph 8.2, to ensure that participation by the Public Entity will not interfere or conflict with the Board's obligations to its Members or impair the financial condition of the Pool. The Board shall also have the authority, upon a vote of the Directors, to remove the Public Entity from participation in the Pool. A Public Entity approved by the Board to participate in the Pool is not a Member, does not have powers of a Member under Article 9, and may not request binding arbitration under Paragraph 16.11.

#### **ARTICLE 6. Board of Directors and Officers**

- 6.1 The Pool Board of Directors shall be composed of nine persons to be appointed by the SDA Board. Directors shall be appointed from among the Member Representatives, each from a different Member. At least one (1) Pool Director shall be appointed by the SDA Board from among the SDA directors. Pool Directors who are not SDA directors shall be appointed by the SDA Board from nominations received from Members. In no event may more than three Pool Directors be appointed from any one of the following types of special districts: Ambulance, Fire, Metropolitan, Park and Recreation, Sanitation, Water, Water and Sanitation, Hospital, or Library Districts. Nominations from the Members shall be submitted to the SDA Board at such time as the SDA Board may provide, and any nomination must be approved by the Board of Directors of the Member submitting the

nomination.

- 6.2 The Executive Director of the SDA shall serve as an ex-officio, non-voting Director on the Board. Additionally, an employee of the SDA, as designated by the Executive Director of the SDA, shall serve as a non-voting Director on the Board in the role of Pool Liaison, to act as an intermediary between the Pool Board and its vendors for the purpose of coordinating services.
- 6.3 Terms of the Directors shall be two-year, overlapping terms or until their successors have been appointed, except as provided herein. The term of office shall begin on a January 1, and end at midnight on a December 31, except that the Directors appointed to the first Board following the formation of the Pool shall begin their term prior to a January 1 if the SDA Board so directs. Directors may serve successive terms. The SDA Board shall appoint to the first Board following formation of the Pool, three Directors to serve one-year terms and four Directors to serve two year terms, with the successors of each appointed for two-year terms. Of the two additional persons to be appointed to the Board upon expansion of the Board from seven to nine persons, one shall be appointed to serve a one-year term and one shall be appointed to serve a two-year term, with the successors of each appointed for two-year terms; the terms of office of the two additional persons initially appointed may begin prior to a January 1 if the SDA Board so directs.
- 6.4 The officers of the Pool shall be: president, one or more vice presidents, secretary, one or more assistant secretaries, and comptroller. The officers shall be elected annually by and from among the Directors at the first meeting of the Board following each December 31.
- 6.5 A vacancy shall occur on the Board when a Director:
  1. Submits a written resignation to the Board;
  2. Dies;
  3. Ceases to be a Member Representative;
  4. Fails to attend three consecutive regular meetings of the Board without the Board having entered upon its minutes an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness; or
  5. Is convicted of a felony.
- 6.6 A change in which Member has designated a Director as its Member Representative, including alternates, does not cause a vacancy on the Board unless the change causes there to be more than three Directors appointed from the types of special districts listed in Paragraph 6.1.

- 6.7 Any vacancy on the Board shall be filled by appointment by the SDA Board for the unexpired portion of the term.

#### **ARTICLE 7. Meetings of the Board of Directors**

- 7.1 The Board may set a time and place for regular meetings which may be held without further notice. The Members shall be notified of the time and place set for regular meetings.
- 7.2 Special meetings may be called by the President or by a majority of the Directors by mailing written notice at least ten (10) days in advance to all Directors or by unanimously executed waiver of notice.
- 7.3 Five Directors shall constitute a quorum to do business. All acts of the Board shall require approval of a majority of the Directors present, except as otherwise specifically provided in this Pool Agreement.
- 7.4 One or more or all Directors may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence at the meeting.
- 7.5 Any action of the Board may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all Directors appointed to the Board. Such consent shall have the same effect as a unanimous vote. The consent may be executed in counterparts.

#### **ARTICLE 8. Powers and Duties of the Board of Directors**

- 8.1 The business and affairs of the Pool shall be managed by the Board which shall exercise all the authority and powers and discharge all the duties of the Pool, except as is otherwise provided in this Pool Agreement.
- 8.2 In addition to all other powers of the Board set out in this Pool Agreement, the Board shall have the power to:
1. Exercise all powers necessary to carry out the purposes of the Pool.
  2. Retain agents, independent contractors and employees necessary to administer and achieve the purposes of the Pool, including, but not limited to, attorneys, accountants, investigators, experts, consultants, and others.
  3. Purchase, sell, encumber, and lease real property, and purchase, sell, encumber or lease equipment, machinery, and personal property.

4. Invest money as allowed for the Pool by Colorado statutes or by lawful regulations adopted pursuant to Colorado statutes, as from time-to-time amended.
  5. Purchase excess insurance, stop-loss insurance, and reinsurance as the Board deems prudent.
  6. Adopt and adjust the coverages provided through the Pool.
  7. Adopt and adjust contributions to the Pool.
  8. Enter into contracts including, but not limited to, contracts for risk management, claim adjustment, and brokerage services.
  9. Reimburse Directors for reasonable and approved expenses, including expenses incurred in attending Board meetings, and pay compensation to each Director for his or her services in a sum not to exceed the maximum sum which may by statute be paid as compensation for services of directors on Colorado special district boards of directors.
  10. Purchase fidelity bonds from an insurance company approved by the Insurance Commissioner of the State of Colorado to do business in Colorado.
  11. Establish reasonable and necessary loss reduction, prevention and risk management policies and procedures to be followed by the Members.
  12. Appoint committees from time to time as the Board considers desirable.
  13. Provide for claims and loss control procedures, and establish conditions to be met prior to the payment or defense of claims.
  14. Establish rules governing its own conduct and procedure, and the authority of its officers, not inconsistent with this Pool Agreement.
  15. Approve attorneys or firms of attorneys to represent Members in claims covered through the Pool.
  16. Delegate in writing fiduciary responsibilities or ministerial powers and duties to individual Directors or committees of the Board or to such agents, employees, and independent contractors as the Board considers desirable.
- 8.3 In addition to all other duties of the Board set out in this Pool Agreement, the Board shall have the duty to:

1. Have an audit of the financial affairs of the Pool be made annually by a certified public accountant in accordance with applicable laws and regulations, and provide a copy thereof to each Member.
2. Select a qualified actuary to conduct periodic reviews of the Pool's funds and any reviews required by the Insurance Commissioner of Colorado, and make recommendations to the Board based on such reviews.
3. Designate one or more persons or entities to administer the Pool.
4. Adopt a budget annually and report the budget to the Members.
5. Three persons shall be appointed annually to an expulsion committee to serve until January 1 of the year following the appointment. One person, to be appointed by the Board, shall be a director on the board, one person, to be appointed by the Board, shall be a representative of the person(s) or entity(ies) providing general administrative services to the Pool, and one person, to be appointed by the SDA Board, shall be a member of the SDA Board.

#### **ARTICLE 9. Members' Powers and Meetings**

##### **9.1 The Members shall have the power to:**

- a. Amend the Pool Agreement by a two thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.
- b. Dissolve the Pool and disburse its assets by a two thirds (2/3) vote of the Members present at a meeting, pursuant to such notice and in keeping with such procedure as shall be established by the Board, and upon which question proxy voting shall not be allowed. Notice of the dissolution and plan for disbursement of assets and payment of the remaining obligations of the Pool shall be mailed to the Insurance Commissioner of Colorado at least ninety (90) days prior to the effective date of the dissolution. The plan for disbursement of assets and payment of the remaining obligations of the Pool shall not take effect until approved by the Insurance Commissioner of Colorado. Upon dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, as determined by the Board and subject to approval by the Insurance Commissioner of Colorado, shall be distributed exclusively to Special Districts which are members of the Pool prior to dissolution to be used for one or more public purposes.

##### **9.2 Meetings of the Members shall be held as follows:**

- a. Members shall meet at least once annually at a time and place to be set by the Board,



with notice mailed to each Member at least thirty (30) days in advance.

- b. Special meetings may be called by the Board upon its own motion and shall be called by the Board upon written request of thirty (30) percent of the Members, with notice mailed to each Member at least thirty (30) days in advance.
- c. The president of the Pool shall preside at the meetings; a vice president of the Pool shall preside in the absence of the president.
- d. Twenty (20) percent of the Members shall constitute a quorum to do business.
- e. Except for action to dissolve the Pool, proxy voting shall be allowed, pursuant to such procedures as the Board may determine.
- f. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative. No Director may cast a vote for a Member under Article 9.
- g. Notwithstanding any other provision of the Pool Agreement, any amendment to the Pool Agreement, except an amendment relating to dissolution of the Pool, may be adopted without a meeting if an approval in writing, setting forth the amendment approved, is signed by the Member Representatives of at least two thirds (2/3) of the Members. The approval may be executed in counterparts.

#### **ARTICLE 10. Obligations of Members**

10.1 Each Member and any Public Entity participating in the Pool shall have the obligation to:

- a. Pay all contributions or other payments to the Pool at such times and in such amounts as shall be established by the Board. Any delinquent payments shall be paid with interest pursuant to a policy established by the Board and uniformly applied.
- b. Designate in writing, a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an elected official, employee, or other designee of the Member, and may be changed from time-to-time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative. No Public Entity Member may have a Member Representative or any alternates.
- c. Allow the Pool and its agents, contractors, employees and officers reasonable access to all facilities and records of the Member as required for the administration of the Pool.
- d. Cooperate fully with the Pool and all agents, contractors, employees and officers

thereof in matters relating to the Pool.

- e. Provide information requested by the Pool, and all agents, contractors, employees, and officers thereof, as reasonably required for the administration of the Pool.
- f. Allow the Pool to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim within the scope of coverage furnished through the Pool.
- g. Comply with the claims, loss reduction, prevention and risk management policies and procedures established by the Board.
- h. Promptly report to the Pool all incidents or occurrences which could reasonably be expected to result in the Pool being required to consider a claim, in any form required by the Board and in compliance with any applicable excess insurance or reinsurance.
- i. Promptly report to the Pool the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts, as directed by the Board and in compliance with any applicable excess insurance or reinsurance.

#### **ARTICLE 11. Contributions**

- 11.1 The Board shall establish Member and Public Entity contributions pursuant to guidelines established by the Board from time-to-time. The contributions may include an annual contribution and any additional contributions at such times and in such amounts as the Board deems necessary to insure the solvency and avoid impairment of the Pool or which the Board otherwise deems beneficial to protect the financial condition of the Pool. The Board may provide for disbursement of non-surplus credit balances which are, pursuant to guidelines adopted by the Board from time to time, due a Member, and such disbursements shall not be subject to the provisions of Paragraphs 11.2 or 15.1.
- 11.2 Any excess funds which the Board determines are not needed for the purposes of the Pool, may be distributed among the Members and former Members, subject to Paragraph 15.1, pursuant to the following:
  - 1. Any such distribution may be in the form of credits against future contributions or in the form of payments, or a combination thereof, as the Board may determine.
  - 2. Money distributed for any claim year shall be distributed only to those Members and former Members which were Members during that claim year and shall be distributed in order of claim year contribution, with Members and former Members of the initial claim year to receive the initial credits.

3. The amount which may be distributed for any claim year shall be established by the Board which shall have discretion as to the amount and timing of any distribution. That amount may not exceed the net sum of (i) the net income of the Pool for that claim year less (ii) the portion of the Pool's net income which equals the amount of the excess loss reserve of the claim year prior to the claim year (which is subject to the distribution) which was taken into income in that claim year plus (iii) the excess loss reserve for the claim year which is subject to the distribution.
  4. For the purpose of this Paragraph 11.2, the term "excess loss reserves" means the amount by which the amounts credited to loss reserves and charged to operating expenses in any claim year exceed the actual losses (including loss adjustment expenses) for that claim year.
  5. The amount established by the Board for a claim year pursuant to Subparagraph 3 of this Paragraph 11.2, shall be distributed among each Member and former Member which was a Member during that claim year based on the ratio which each Member's and former Member's contribution (excluding any surplus contribution) for the claim year bears to the total contributions (excluding surplus contributions) for the claim year and less the contributions of former Members which are not eligible for a distribution pursuant to Paragraph 15.1.
  6. Excess surplus funds contributed by Members and former Members may be distributed only among such contributing Members or former Members, subject to the five year membership requirement of Paragraph 15.1. The Board has discretion to determine, from time to time, the amount and timing of any distribution of such funds. The amount established by the Board shall be distributed among each Member and eligible former Member based on the ratio which each Member's and former Member's surplus contribution bears to the total amount of surplus funds contributed to the Pool by Members and former Members.
  7. No distribution of excess funds, including excess surplus funds contributed by Members, shall be made to any Member or former Member which owes any amount to the Pool until the amount so owed is paid, and any amount so owed may be deducted from the distribution to the Member or former Member.
  8. No distribution of excess funds, including excess surplus funds contributed by Members, shall cause the Pool to become impaired or insolvent.
- 11.3 The total amount of surplus shall be determined by the Board from time-to-time, but in no event shall be less than that required by the Insurance Commissioner of Colorado, and the Board may require all Members to make additional contributions to surplus as the Board deem necessary, or the Insurance Commissioner of Colorado may require.

- 11.4 The Pool shall account separately for contributions made for the property and liability coverages authorized by Sections 24-10-115.5 and 29-13-102, C.R.S., as amended, and for contributions made for the workers' compensation coverage authorized by Sections 8-44-101(1)(C) and (3) and 8-44-204, C.R.S., as amended.
- 11.5 Notwithstanding any provision of this Agreement to the contrary, the Pool Board may establish from any contributions or other assets of the Pool the initial minimum surplus for workers' compensation coverage required by the Insurance Commissioner of Colorado; provided that contributions or other assets derived from coverages other than workers' compensation shall not be used to establish such minimum surplus unless and until the Board first determines that workers' compensation contributions are or will be insufficient to fund such surplus in the amounts and within the time required by the Insurance Commissioner of Colorado; and provided further, that such minimum surplus shall be established from contributions for workers' compensation coverage as soon as the Board determines practicable consistent with ensuring the solvency and avoiding the impairment of the Pool. The Board may issue subordinated debt to establish such minimum surplus consistent with applicable requirements of the Insurance Commissioner of Colorado.
- 11.6 The Pool shall repay the Special District Association of Colorado for its ongoing services to the Pool, provided subsequent to the creation of the Pool, within such time and in such amount as the SDA Board and Pool Board may agree.

#### **ARTICLE 12. Liability of Directors, Officers and Employees**

- 12.1 No Director, officer, committee member, Pool Liaison, or employee of the Pool shall be personally liable for any acts performed or omitted in good faith. The Pool shall indemnify each Director, officer, committee member, Pool Liaison, and employee of the Pool against any and all expense including attorney fees and liability expenses sustained by them, or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties performed for this Pool or omitted in good faith. This provision shall not be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.
- 12.2 The Pool shall obtain a fidelity bond or other bond to guarantee the faithful performance of each Director's, officer's Pool Liaison's, and employee's duties hereunder, and shall make reasonable effort to obtain errors and omissions coverage for each Director, officer, committee member, Pool Liaison, and employee of the Pool. The Pool shall obtain bonds for all Directors, officers, committee members, Pool Liaison, and employees who handle or have access to Pool funds, in an amount which the Board deems appropriate but no less than the minimum amount deemed necessary by the Insurance Commissioner of Colorado.

### **ARTICLE 13. Withdrawal of Members**

- 13.1 Any Member may withdraw from the Pool by giving written notice to the Board of its intent to withdraw at least sixty (60) days prior to the Member's coverage renewal date. A Member which has different renewal dates for different coverages must give such written notice at least sixty (60) days prior to the first renewal date following any January 1. Unless a different date is agreed to by the Board and the Member, the withdrawal shall be effective on the Member's coverage renewal date but, if the Member has different renewal dates for different coverages, the withdrawal shall be effective the latest renewal date following the written notice of withdrawal. After the notice of withdrawal is given, no coverage will be renewed but all coverages will remain in effect only until their respective expiration dates.
- 13.2 Except as otherwise provided in this Paragraph, any Member which dissolves or which is consolidated with another Special District shall be considered a withdrawn Member with the same rights and obligations under this agreement as any other withdrawn Member, such withdrawal to be effective on the date of dissolution or consolidation, as the case may be. Notwithstanding Paragraph 15.1 and under the following circumstances only, a Special District shall receive the credits against its future contributions to the Pool otherwise allocable to a dissolved or consolidated Member pursuant to Paragraph 11.2:
1. If the Special District was formed by a consolidation which included such a Member, the Special District assumed all rights of that Member under this agreement, and the Special District is a Member no later than one year after the effective date of the consolidation; or,
  2. If the Special District assumed all rights of a dissolved Member under this agreement, and the Special District is a Member no later than one year after the effective date of the dissolution.

A Special District entitled to receive such credits of a dissolved or consolidated Member shall not be obligated for any liabilities to the Pool of the dissolved or consolidated Member in excess of the amount of such credits.

### **ARTICLE 14. Expulsion of Members**

- 14.1 A Member which fails to make a contribution or other payment due to the Pool shall be automatically expelled from the Pool on the sixtieth (60) day following the due date, unless time for payment is extended by the Board and payment is made within any extended period. A notice of failure to make a contribution or other payment due to the Pool shall be mailed to the Member at least thirty (30) days prior to the date of automatic expulsion. If payment is not made within any extended period, the automatic expulsion shall occur on a date, no later than twenty (20) days after the last day of the extended period, set by the Board. An expulsion under this Paragraph 14.1 shall not be subject to the provisions of Paragraph 14.2.

- 14.2 A Member may be expelled by the Board for failure to carry out any other obligation of the Member, or for failure to maintain its membership in the Special District Association of Colorado if such membership was required by the Board at the time the Member was admitted to the Pool, subject to the following:
1. The Member shall receive notice from the Board of the alleged failure and not less than thirty (30) days in which to cure the alleged failure, along with notice that expulsion may result if the failure is not so cured.
  2. The Member shall receive at least thirty (30) days prior notice from the Board, of the date, place and time when the Board will consider expelling the Member from the Pool, and the Member shall be entitled to be present at that meeting and to present evidence and reasons why it should not be expelled. The decision of the Board shall be effective as of the date and upon the terms and conditions set forth in the Pool Agreement and applicable excess or reinsurance policies and otherwise specified by the Board, except as provided in Subparagraph 3 of this Paragraph 14.2.
  3. The Member may appeal the Board's decision to the expulsion committee, which shall schedule a hearing thereon. The Member and the Board shall be provided at least ten (10) days prior written notice of the date, time and place of the hearing. The appealing Member shall be entitled to be present at that hearing and to present evidence and reasons why it should not be expelled and the Board may present evidence and reasons why expulsion is proper. The decision of the expulsion committee shall be final and any expulsion effective as of the date and upon the terms and conditions set forth in the Pool Agreement and applicable excess or reinsurance policies, and otherwise specified by the Board.

#### **ARTICLE 15. Effect of Withdrawal or Expulsion**

- 15.1 No withdrawn or expelled Member shall be entitled to any reimbursement of contributions or distribution or excess funds, including excess surplus funds contributed by Members, unless the Member was a Member for at least five consecutive years.
- 15.2 A withdrawn or expelled Member shall remain obligated for all amounts owing at the time of withdrawal or expulsion for the years during which the member was an active member of the Pool and for all amounts which thereafter become owing for such years pursuant to the Pool Agreement and any other Pool documents which are in effect at the time of withdrawal.
- 15.3 A withdrawn or expelled Member shall be considered a Member of the Pool for the purpose of payment of the Member's claims and expenses related thereto which remain covered under the terms of coverage existing at the time of withdrawal. A withdrawn or expelled

Member shall remain subject to all conditions of coverage and obligations of a Member which are in effect at the time of withdrawal. A withdrawn or expelled Member shall have no right to vote on any matter pending before the Pool membership.

- 15.4 No withdrawn or expelled Member may be adversely affected by any change in the Pool Agreement or other Pool documents adopted subsequent to the effective date of the Member's withdrawal or expulsion.
- 15.5 Unless disapproved by an affected excess carrier or reinsurer, the Pool shall offer a withdrawing or expelled Member, no later than forty-five (45) days after the expulsion or Board's receipt of the written notice of withdrawal, at least twenty-four (24) months extended reporting period on any claims-made coverage provided through the Pool, at a cost reasonably calculated by the Board and subject to any contracts existing at the time of withdrawal or expulsion.

#### **ARTICLE 16. Miscellaneous**

- 16.1 This document constitutes an intergovernmental agreement among those Special Districts which become Members of the Pool. The terms of this agreement may be enforced in court by the Pool or by any of its Members. The consideration for the duties herewith imposed on the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein.
- 16.2 A certified or attested copy of the resolution of approval for each Member shall be attached to the Member's Pool Agreement on file with the Pool.
- 16.3 Except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Pool Agreement, the contracting parties intend in the creation of the Pool to establish an organization to operate only within the scope herein set out and have not otherwise created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any other Member.
- 16.4 The provisions of this Pool Agreement and of the other documents referred to herein, and the assets of the Pool, are for the benefit of the Members of the Pool only, and no other persons or entities shall have any rights or interest in this Pool Agreement or in any of the other documents referred to herein, or in any such assets, as a third party beneficiary or otherwise. The assets of the Pool shall not be subject to attachment, garnishment, or any equitable proceeding.
- 16.5 It is the intention of the Members that the Pool and any income of the Pool not be subject to taxation, and the Members shall cooperate in such respects, including amending this Pool Agreement, as reasonably necessary to establish and maintain the non-taxable status of the Pool.



- 16.6 The Insurance Commissioner of Colorado shall have such authority with respect to the formation and operation of the Pool as is provided by applicable Colorado law.
- 16.7 Except as permitted in this Pool Agreement, and amendments hereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the Members.
- 16.8 "Insolvency" as applied to the Pool shall have the meaning as defined in Section 10-3-212, C.R.S., as amended, or as the Insurance Commissioner of Colorado may otherwise provide.
- 16.9 The statutory reporting period for the Pool shall be the calendar year or such other period as the Insurance Commissioner of Colorado may provide.
- 16.10 If any provision of this Pool Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other provisions, and this Pool Agreement is expressly declared to be severable.
- 16.11 If the Board or its authorized representative and a Member disagree on whether a loss is covered through the Pool or on the amount of a covered loss, the Board or its authorized representative or the Member may request that the disagreement be submitted to binding arbitration as follows:
1. Unless otherwise agreed by the Board or its authorized representative and the Member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the Member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the umpire shall be selected by a judge of a court of record agreed to by the Board or its authorized representative and the Member.
  2. The decision of the panel shall be binding on the Board or its authorized representative and the Member.
  3. The Pool shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the Member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Pool and the Member.



Dated: \_\_\_\_\_

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

Title: Chairman, Board of Directors and President

Special District [name]: Wilshire Metropolitan District No. 1

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

Title: Chairman, Board of Directors and President

Date: January 27, 2026

Attest:

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

Title: District Secretary



# HIGHSTREET

Insurance & Financial Services

## AGENCY SERVICES AGREEMENT

### **District Name:**

Highstreet Insurance & Financial Services ("the Agency") agrees to act as Insurance Agent, representing its multiple resources, for the above-named District. The agent's services for property and liability shall include the following:

1. Review the District's coverage needs, budgets and future plans with the District's Project Manager and, if requested, the District's Board or the Board's designated representative.
2. Review property coverage including physical inspection of the District's property locations (if requested), if the District has real and/or personal property it wishes to insure.
3. Prepare and submit applications to the Colorado Special Districts Property and Liability Pool and at the request of District other standard carriers.
4. Present all quotations on a "net of commission" basis (no commissions in the price) if total annual premiums are less than \$6,000. If over \$6,000, quotes will include commission and no fee will be charged.
5. Prepare separate billings – one for quoted net premiums and one for the services of the Agency.
6. Provide claim services including but not limited to: taking initial calls or reports of claims from Districts Representative or claimants; reporting claims to the districts insurance company; providing insurance related counsel and advice during the claim process to the District and its Representatives; fielding calls from claimants; directing insurance company adjustors to District Representatives.
7. Provide ancillary services on an as-needed basis, including, but not limited to contract language review for insurance purposes (only) or aid in negotiating required insurance terms with entities either requiring insurance of the District or required to have insurance by the District.



### **FEES**

If the total annual premiums of the below policies purchased by the district through the Agency are less than \$6,000, then the Agency shall charge the following fees in lieu of commissions:

**\$695.00** annual fee: Liability, Public Officials Liability, Automobile Liability.

**\$280.00** annual fee: Additional if property coverage is required.

**\$200.00** annual fee: Inactive District Liability.

***\*Fees are invoiced annually and subject to normal increases.***

**Please acknowledge your agreement with the terms herein by signing below. The obligation for payment of the above fees shall be the responsibility of the District signing below.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Person Signing – Printed or Typed

\_\_\_\_\_  
Name of Organization represented by  
above signor – Printed or Typed

\_\_\_\_\_  
Date

**RESOLUTION  
OF THE  
BOARD OF DIRECTORS  
OF THE  
WILSHIRE METROPOLITAN DISTRICT NO. 1**

**A Resolution Designating an Official Custodian and a Custodian for Purposes of the  
Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S.**

At an organizational meeting of the Board of Directors of the Wilshire Metropolitan District No. 1, El Paso County, Colorado, held at 2:00 P.M., on Tuesday, January 27, 2026, via videoconference at <https://us06web.zoom.us/j/82711155793?pwd=ablVakwYte03R10aP3okxLjg0rGabv.1&jst=1> and via telephone conference at Dial-In: 1-719-359-4580, Meeting ID: 827 1115 5793, Passcode: 008040, at which a quorum was present, the following resolution was adopted:

**WHEREAS**, Wilshire Metropolitan District No. 1 (the “District”) is a special district organized and existing pursuant to Sections 32-1-101 *et seq.*, C.R.S.; and

**WHEREAS**, the District is a political subdivision for purposes of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S., as may be amended from time to time, (“CORA”), as defined in Section 24-72-202(5), C.R.S., and is thus subject to CORA; and

**WHEREAS**, the Board of Directors of the District (the “Board”) wishes to designate an “Official Custodian,” as that term is defined in Section 24-72-202(2), C.R.S., who is responsible for the maintenance, care, and keeping of the District’s public records, regardless of whether the records are in his or her actual personal custody and control; and

**WHEREAS**, the Board wishes to designate a “Custodian,” as that term is defined in Section 24-72-202(1.1), C.R.S., who shall serve as the repository for the District’s public records and shall have personal custody and control of the District’s public records and assist the Official Custodian with the maintenance, care, and keeping of the District’s public records.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF  
WILSHIRE METROPOLITAN DISTRICT NO. 1 AS FOLLOWS:**

The Board, by a vote of [ ] to [ ], hereby designates the Secretary of the Board, which position is currently held by [ ], but which may be held by other individuals in the future, as the Official Custodian of the District’s public records for purposes of CORA. This designation of the individual holding the position of Secretary of the Board as the Official Custodian of the District shall continue unless and until the Board amends or repeals this Resolution. Pursuant to Section 24-72-203(1)(a), C.R.S., the Official Custodian may develop rules for the inspection of the District’s public records as are reasonably necessary for the protection of such records and for the prevention of unnecessary interference with the regular discharge of the duties of the Custodian or the Custodian’s office.

2. The Board, by a vote of [ ] to [ ], hereby designates the District Manager, which position is currently held by Rebecca Harris, Wisdom Management, LLC d/b/a WSDM, as the Custodian of the District's public records for purposes of CORA. The Custodian shall serve as the repository for the District's public records and shall have personal custody and control of the District's public records and assist the Official Custodian with the maintenance, care, and keeping of the District's public records.
3. All prior acts, orders, or resolutions, or parts thereof, by the District, as well as practices or policies of the District, in conflict with this Resolution, including but not limited to prior or conflicting designations for purposes of CORA, are hereby repealed and superseded by this Resolution.

**[Remainder of page intentionally left blank.]**

ADOPTED, APPROVED, AND MADE EFFECTIVE the 27th day of January, 2026.

WILSHIRE METROPOLITAN DISTRICT NO. 1

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

ATTEST:

By: \_\_\_\_\_  
Its: Secretary

## **WILSHIRE METROPOLITAN DISTRICT NO. 1**

### **RULES RELATED TO REQUESTS FOR INSPECTION OF PUBLIC RECORDS PURSUANT TO THE COLORADO OPEN RECORDS ACT, SECTIONS 24-72-200.1 *et seq.*, C.R.S.**

**WHEREAS**, Wilshire Metropolitan District No. 1 (the “District”) is a special district organized and existing pursuant to Sections 32-1-101 *et seq.*, C.R.S.; and

**WHEREAS**, the District is a political subdivision for purposes of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, C.R.S., as may be amended from time to time (“CORA”), as defined in Section 24-72-202(5), C.R.S., and is thus subject to CORA; and

**WHEREAS**, the District has designated an “Official Custodian,” as that term is defined in Section 24-72-202(2), C.R.S., who is responsible for the maintenance, care, and keeping of the District’s public records, regardless of whether the records are in his or her actual personal custody and control; and

**WHEREAS**, the District has designated a “Custodian,” as that term is defined in Section 24-72-202(1.1), C.R.S., who shall serve as the repository for the District’s public records and shall have personal custody and control of the District’s public records and assist the Official Custodian with the maintenance, care, and keeping of the District’s public records; and

**WHEREAS**, pursuant to Section 24-72-203(1)(a), C.R.S., the Official Custodian may make such rules with reference to the inspection of public records as are reasonably necessary for the protection of such records and the prevention of unnecessary interference with the regular discharge of the duties of the Custodian and the Custodian’s office; and

**WHEREAS**, the Official Custodian finds it is necessary and in the best interests of the District to adopt certain rules with reference to the inspection of its public records.

### **NOW, THEREFORE, THE OFFICIAL CUSTODIAN MAKES AND ADOPTS THE FOLLOWING RULES WITH REFERENCE TO THE INSPECTION OF THE WILSHIRE METROPOLITAN DISTRICT NO. 1’S PUBLIC RECORDS:**

1. Inspection of Public Records. All “Public Records” of the District, as such term is defined in Section 24-72-202(6), C.R.S., shall be available for public inspection by any person at reasonable times as provided in CORA, except as otherwise provided in CORA or as otherwise provided by law. All requests to inspect Public Records shall be in writing and delivered to the Custodian or his or her designee. Upon the receipt of a written request to inspect Public Records, the Custodian or his or her designee shall set a date and hour at which time the requested Public Records will be available for inspection, which date and hour of inspection shall be between the hours of 8:00 A.M. and 5:00 P.M., Mountain Standard Time, three (3) working days or less from the date such Public Records were requested for inspection unless extenuating circumstances exist as provided in Section 24-72-203(3)(b), C.R.S. The day the request is received, weekends, and legally recognized

holidays shall not count as a working day for the purposes of computing the date set for inspection of Public Records. A modification to a request for Public Records is considered a new request.

2. Notification for Inspecting Public Records Not Under Control of the Custodian. If the Public Records requested are not in the custody or control of the Custodian or the Official Custodian, the Custodian or his or her designee shall notify the person requesting to inspect such records that said records are not in the custody or control of the Official Custodian or the Custodian. The notification shall state in detail to the best of the Custodian's knowledge and belief, the reason for the absence of the records, the location of the records, and what person has custody or controls the records.
3. Notification for Inspecting Public Records in Use or Otherwise Unavailable. If the Public Records requested are in active use, in storage, or otherwise not readily available at the time requested, the Custodian or his or her designee shall notify the person requesting to inspect the Public Records of the status of the Public Records. Such notification shall be made in writing if desired by the person requesting to inspect the Public Records.
4. Copies of Public Records. Within the period specified in Section 24-72-203(3), C.R.S., the Custodian or his or her designee shall notify the person requesting a copy of the Public Records that a copy of the Public Records is available but will only be sent to the requester once the Custodian either receives payment or makes arrangements for receiving payment for all costs associated with records transmission and for all other fees lawfully allowed, regardless of whether provided for herein, unless recovery of all or any portion of such costs or fees has been waived by the Custodian. Upon receipt of such payment, the Custodian or his or her designee shall send a copy of the Public Records to the requester as soon as practicable but no more than three (3) business days after receipt of, or making arrangements to receive, such payment.

Fees for Copies of Public Records. The Custodian or his or her designee shall furnish, for a fee as set forth herein, a copy, printout, or photograph of the District's Public Records requested. The fee shall be twenty-five cents (\$0.25) per standard page, or such other maximum amount as authorized by Section 24-72-205(5), C.R.S., for a copy, printout, or photograph of the Public Record except as follows:

- a. No per-page fee may be charged when the District's Public Records are provided in a digital or electronic format;
- b. When the format is other than a standard page, the fee shall not exceed the actual cost of providing the copy, printout, or photograph;
- c. If other facilities are necessary to make a copy of the Public Records, the cost of providing the copy at the other facilities shall be paid by the person requesting the copy;
- d. If the Public Records are a result of computer output other than word processing,



the fee for a copy, printout, or photograph thereof may be based on recovery of the actual incremental costs of providing the electronic services and products together with a reasonable portion of the costs associated with building and maintaining the information system;

- e. If, in response to a specific request, the District has performed a manipulation of data so as to generate a record in a form not used by the District, a reasonable fee may be charged to the person making the request, which fee shall not exceed the actual costs of manipulating the data and generating the record in accordance with the request; and
  - f. Where the fee for a certified copy or other copy, printout, or photograph of a Public Record is specifically prescribed by law, that specific fee shall apply in lieu of the fee(s) set forth herein.
6. Transmission Fees. In addition to the fees set forth above, where the person requesting the Public Record requests the transmission of a certified copy or other copy, printout, or photograph of a Public Record by United States mail or other non-electronic delivery service, the Custodian or his or her designee may charge the costs associated with such transmission, except that no transmission fees may be charged to the records requester for transmitting a Public Record via electronic mail.

Research and Retrieval Fees. In addition to the fees set forth above, in accordance with Section 24-72-205(6), C.R.S., the Official Custodian, Custodian, or his or her designee may charge a research and retrieval fee of \$41.37 per hour, or such other maximum hourly fee as may be adjusted from time to time pursuant to Section 24-72-205(6)(b), C.R.S., for time spent by the District's directors, employees, agents, and consultants researching, retrieving, gathering, collecting, compiling, preparing, redacting, manipulating, and/or otherwise producing records in order to respond to a request for Public Records. Provided, however, that such research and retrieval fee may not be imposed for the first hour of time expended in connection with such research and retrieval activities related to a request for Public Records, but may be imposed for each subsequent hour.

Payment of Fees. All fees associated with production of the District's Public Records requested by the person inspecting said Public Records, as set forth in Paragraphs 4 through 7 above, shall be received by the District before the delivery or inspection of said Public Records. If the District allows the public to pay for other services or products provided by the District with a credit card or other electronic payment method, the District shall allow the person requesting inspection of the Public Records to pay any fees or deposit associated with a record request via a credit card or other electronic payment method. In addition to the fees set forth in Paragraphs 4 through 7 above, the Custodian or his or her designee may also charge any service charge or fee imposed by the processor of a credit card or electronic payment.

9. In Force Until Amended or Repealed. These rules of the Official Custodian shall remain in full force and effect unless and until such time as they are amended or repealed by the

Official Custodian regardless of any change in either the individual serving as, or the designation of, the Official Custodian of the District.

10. Repealer. These rules of the Official Custodian shall supersede all previous versions of rules, regulations, practices and policies of the District related to inspection of Public Records.

**[Remainder of page intentionally left blank.]**

ADOPTED, APPROVED, AND MADE EFFECTIVE the 27th day of January, 2026.

\_\_\_\_\_  
By: \_\_\_\_\_  
Official Custodian of Public Records  
Wilshire Metropolitan District No. 1

## **BOARD OF DIRECTORS OF WILSHIRE METROPOLITAN DISTRICT NO. 1**

### **A RESOLUTION ADOPTING THE WILSHIRE METROPOLITAN DISTRICT NO. 1 DISTRICT TECHNOLOGY ACCESSIBILITY STATEMENT AND DIRECTING COMPLIANCE WITH THE ACCESSIBILITY RULES**

At the organizational meeting of the Board of Directors of the Wilshire Metropolitan District No. 1, El Paso County, Colorado, held at 2:00 P.M. on Tuesday, January 27, 2026, via video conference at <https://us06web.zoom.us/j/82711155793?pwd=ablVakwYte03R10aP3okxLjg0rGabv.1&jst=1>, and via telephone conference at dial-in: 1-719-359-4580, Meeting ID: 827 1115 5793, Passcode: 008040, at which a quorum was present, the following resolution was adopted:

WHEREAS, Wilshire Metropolitan District No. 1 (the “District”) is a special district organized and existing pursuant to Sections 32-1-101 et seq., C.R.S.; and

WHEREAS, the Board of Directors of the District (the “Board”) has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act (“CADA”), as set forth in Title 24, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado General Assembly, through House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the “Technology Accessibility Bills”), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills require the Colorado Office of Information Technology (the “OIT”) to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, to define the accessibility standards and compliance parameters for individuals with a disability for information systems; and

WHEREAS, on May 9, 2025, the OIT adopted amendments to the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the “Accessibility Rules”) to emphasize progress over strict technical conformance for technology accessibility and more clearly align with federal laws; and

WHEREAS, the Technology Accessibility Bills set forth that the Accessibility Rules apply to public entities which expressly includes special districts; and

WHEREAS, the Accessibility Rules apply to all information communication technology (the “ICT”), as such term is defined in the Accessibility Rules, that is in active use or ICT that is newly created, developed, acquired, altered, updated, or purchased on or after July 1, 2024; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules; and

WHEREAS, compliance with the Accessibility Rules further requires the District to make ICT that is in active use accessible by meeting one or a combination of the compliance options set forth in under the Accessibility Rules; and

WHEREAS, the District desires to adopt a Technology Accessibility Statement and comply with the Technology Accessibility Bills and the Accessibility Rules, as may be further amended from time to time.


NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WILSHIRE METROPOLITAN DISTRICT NO. 1 AS FOLLOWS:

1. Accessibility Rules. The District recognizes the adoption of the Accessibility Rules, as contained within 8 CCR § 1501-11, *et seq.*, as may be amended from time to time, and shall comply with the applicable requirements contained therein.
2. Technology Accessibility Statement. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the “Statement”) in accordance with the Accessibility Rules and directs the District’s manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District’s website once the same has been launched in accordance with the Accessibility Rules. The District directs the District’s manager to periodically update the Statement as needed to ensure compliance with future amendments or guidance to the Accessibility Rules.
3. Accessibility Plan. The District directs the District’s manager to prepare, publish, and annually update an accessibility plan (the “Accessibility Plan”) to be posted on the District’s website that demonstrates good faith progress with the Accessibility Rules in accordance with requirements set forth in the Accessibility Rules, as may be amended from time to time.
4. Reasonable Accommodations and Modifications. The District directs the District’s manager to provide reasonable accommodations and modifications, when requested, to enable an individual with a disability to access public-facing ICT in order to further access the District’s programs, services, and activities in accordance with the Accessibility Rules. No payment is required to cover the costs of such accommodations or modifications.
5. Actions to Effectuate Resolution. The District’s manager and legal counsel for the District are authorized and directed to take all actions necessary and appropriate now and as may be needed in the future to effectuate this Resolution and compliance with the Accessibility Rules, as may be amended from time to time. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Board of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.
6. Effective Date. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 27<sup>TH</sup> DAY OF JANUARY 2026.

WILSHIRE METROPOLITAN DISTRICT NO. 1

By:   
Its: President

**EXHIBIT A**  
**WILSHIRE METROPOLITAN DISTRICT NO. 1**  
**TECHNOLOGY ACCESSIBILITY STATEMENT**

*Add Technology Accessibility Statement as posted*



## ICENOGL SEAVR POGUE

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January 1, 2026

**VIA ELECTRONIC MAIL**

Board of Directors

Wilshire Metropolitan District Nos. 1-2

**Re: Legal Services Engagement – Wilshire Metropolitan District Nos. 1-2**

Board Members:

Icenogle Seaver Pogue, P.C. (the “Firm”) is pleased to submit this letter of engagement for general counsel legal services for Wilshire Metropolitan District Nos. 1-2 within El Paso County (the “Districts”). Our Standard Terms of Engagement are enclosed with this letter and confirm our understanding of the general terms of representation that our Firm will undertake on behalf of the Districts.

The services of our Firm are primarily measured and charged on a time basis. You will be invoiced for the services that personnel in our Firm perform for you. Invoices are rendered on a monthly basis and they are due upon receipt. Typically, our services are measured in increments of one-tenth of an hour and applied to our hourly rates. The rates of all billing personnel in our Firm are enclosed. All rates are subject to change January 1 of each year.

In addition to legal fees, the Firm will also bill you for its out-of-pocket costs incurred in handling your legal matters. These include photocopying and delivery charges, filing and recording fees, travel expenses, materials and services obtained from others and other items for which we advance payment on your behalf. These, too, will be billed on a monthly basis. All unpaid fees and costs are subject to a one percent per month interest charge. The exception to time-measured billing are opinion fees, charged for formal legal opinions on which others may rely, notably bond-related and contract enforceability-related opinions. Such opinion fees vary with the complexity of issues involved and will be subject to your agreement in advance of opinion issuance.

**As required to be set forth by Colorado House Bill 2025-1090, the Firm hereby advises you that the total price for legal services to be provided cannot be precisely determined at this time due to the variable nature of legal services to be provided pursuant to this engagement. Time spent by our lawyers, paralegals, and other staff and reimbursement of expenses incurred in your representation will be the basis for the total price. The hourly rates for our lawyers, paralegals, and other staff are enclosed. The time spent and expenses incurred will be set forth on invoices that will be sent to you on a monthly basis. The total price of the Firm’s legal services and the amount of expenses incurred on your behalf will vary and may increase or decrease on a month-to-month basis depending on the legal services performed during that period.**



Our Firm was previously engaged by Ch Communities II, LLC and Marksheffel Business Center, LLC (collectively the “Developer”) related to the organization of the Districts and exclusion of certain property from the boundaries of another special district. This engagement with the Developer for the Districts’ organization and related authorizations, including organizational and debt authorization elections, terminated upon organization of the Districts, and henceforth our representation will be limited to our service, pursuant to this engagement, to the Districts through their respective Boards of Directors. Because our Firm works with property owners and political subdivisions, including municipalities, counties, and cities and counties, we are or may be engaged by others to organize and/or represent districts in the same area as these Districts. We will not represent those clients in matters adverse to the Districts or the Districts in matters adverse to those clients.

Before engagement of a new client, we are required by the Colorado Rules of Professional Conduct (the “Rules”) to evaluate whether there are any ethical constraints to representing a client. We do not believe that our past engagement by the Developer related to the formation of the Districts and the exclusion or our present engagement by other clients will materially limit or adversely affect our ability to represent the Districts. In the event we believe a conflict under the Rules materializes at any time, we will notify you and deal with the matter appropriately. Additional information regarding conflicts of interest are set forth in the enclosed Standard Terms of Engagement.

At the request of the Districts we are being engaged to represent each of the Districts as general legal counsel in order to afford the Districts substantial cost-savings and ensure coordination of efforts among the Districts. While, multiple representation may result in economic or tactical advantages, the Districts should be aware, however, that multiple representation also involves significant risks. First, multiple representation may result in divided or at least shared attorney-client loyalties. Although we are not currently aware of any actual or reasonably foreseeable adverse effects of such divided or shared loyalty, it is possible that issues may arise as to which our representation of one or more of the Districts may be materially limited by our representation of one or more of the other Districts.

Based on the information that has been provided to us by the Districts, there does not appear to be any difference of opinion among the Districts at this time and we do not believe that our joint representation of the Districts currently involves any actual conflict of interest. However, the Districts should be aware that our representation may in the future involve actual conflicts of interests if the interests of the Districts become inconsistent. Should that occur, we will endeavor to apprise the Districts promptly of any such conflict so that each District can decide whether the conflict can be resolved through contemporaneous consents by one or more of the Districts, or whether our firm must withdraw from representing some or all of the Districts and/or if any one or more of the Districts wishes to obtain independent counsel. In the event of a dispute or conflict between one or more of the Districts, there is a risk that we may be disqualified from representing all of you absent permissible written consent from all of you at that time.

Furthermore, because we will be jointly retained by all of the Districts, we cannot treat any information relating to our representation that one of you provides to us as confidential from the

Board of Directors

Re: Legal Services Engagement – Wilshire Metropolitan District Nos. 1-2

January 1, 2026

Page 3 of 4

others. Moreover, pursuant to this “joint interest” arrangement, anything you disclose to us may be disclosed to any of the other jointly represented Districts. Accordingly, in the event of a dispute between one or more of the Districts, the attorney-client privilege generally will not protect communications that have taken place among all of the Districts and attorneys in our firm. However, your communications with us for the purpose of obtaining our legal advice, and our legal advice to the Districts, will generally be protected as to third parties (excluding the other Districts we are representing under this joint-representation engagement) by the attorney-client privilege, unless the confidentiality of those communications is not maintained. Therefore, it is important that each District maintains the confidentiality of all privileged communications.

Notwithstanding the foregoing risks, you have advised us that at the present time the Districts do not desire to seek separate counsel but instead the Districts desire that we represent the multiple interests of all of the Districts. Because the interests of the Districts may become inconsistent, under the Rules we are required to bring this matter to the attention of the Districts and to obtain consent from each of the Districts. Accordingly, we request that you signify the Districts informed written consent by signing and returning this letter to us. We encourage you to seek independent counsel regarding the import of this consent, if you so desire, and we emphasize that the Districts remain completely free to seek independent counsel at any time even if any of the Districts decide to sign the consent set forth below

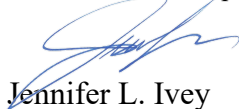
Finally, as you have directed, all attorneys’ fees and costs associated with representing the Districts will be paid by Wilshire Metropolitan District No. 1 (“Payor”). Under this “joint representation” arrangement Payor also will continue to be a client of the firm under this joint representation. Should Payor fail to pay fees and costs associated with the representation of one or more of the Districts, each District agrees to be responsible for amounts owed, and agree to pay such amounts under the terms of this engagement letter.

This letter, together with the enclosed Standard Terms of Engagement, are intended to formalize our retention as legal counsel. Please confirm your agreement to the terms of our engagement by signing this letter in the space indicated below, sending us a scanned copy with your signature and retaining the original copy for yourself.

If you have any questions regarding these terms, please feel free to contact us.

Very Truly Yours,

ICENOGLE SEAVER POGUE  
A Professional Corporation



Jennifer L. Ivey

Enclosures

Board of Directors

Re: Legal Services Engagement – Wilshire Metropolitan District Nos. 1-2

January 1, 2026

Page 4 of 4

Wilshire Metropolitan District No. 1

Accepted and Consented to by: \_\_\_\_\_

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

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

Wilshire Metropolitan District No. 2

Accepted and Consented to by: \_\_\_\_\_

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

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



# ICENOGL SEAVR POGUE

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## STANDARD TERMS OF ENGAGEMENT

These Standard Terms of Engagement confirm our understanding of the general terms of the representation Icenogle Seaver Pogue, P.C. (the “Firm”) will undertake on behalf its clients. These terms will apply to any matters we agree to undertake unless we and the client agree in writing to a different arrangement. These Standard Terms of Engagement do not constitute an engagement unless accompanied by a letter describing a specific matter for which the Firm has been engaged.

### 1. Scope of Engagement.

By separate letter we will agree on the exact scope of each engagement, *i.e.*, the specific tasks for which you have hired us. Our representation will be limited to the legal services set out in our written agreement describing the specific scope of each engagement. Our acceptance of an engagement does not involve an undertaking to represent the client or its interests in any other matter. We may agree to limit or expand the scope of our representation from time to time, provided that we confirm any such change in writing.

We normally commence services only after we receive a countersigned copy of the letter accompanying these standard terms of engagement. If we perform legal services before then, or in the event you fail to return a signed copy of the letter, its terms and these standard terms will govern until you notify us in writing that it is unacceptable, in which event we will perform no further legal services unless a mutually satisfactory agreement is reached.

If you have engaged the Firm to provide legal services in connection with a specific matter, it is possible that after completion of the matter, changes may occur in applicable laws or regulations that could impact your future rights and liabilities. If you separately engage us after completion of the matter to provide additional advice on issues arising from it, the Firm would be pleased to advise you with respect to future legal developments, but will not do so absent a new engagement set forth in a new engagement letter.

At the commencement and during the course of our representation of you, we may express opinions or beliefs concerning the matter, alternative courses of action, or results that might be anticipated. Any such statement made by any individual lawyer of the Firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be regarded as a promise or guarantee.

### 2. Staffing.

The attorney or attorneys in charge of each engagement will make staffing decisions with the objective of rendering services to you on the most efficient and cost-effective basis. We, of course, will be happy to discuss staffing with you at any time.



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### 3. Conflicts of Interest.

To avoid conflicts of interest, we maintain a record of past and present clients and persons or entities with an interest adverse to our clients to determine whether a conflict of interest would be created by any new representation. You should tell us now and in the future whether any other individuals or business entities are or become involved in our representation of you. Otherwise, we will assume that our listing is complete.

The Firm represents many other companies, individuals, property owners and political subdivisions, including special districts, public highway authorities, regional transportation authorities, municipalities, counties, and cities and counties. As such, it is possible that present or future clients of the Firm will have disputes or transactions with you. Accordingly, to prevent any future misunderstanding and to preserve the Firm's ability to represent you and its other clients, we agree as follows with respect to certain conflicts of interest issues:

- a) Unless the Firm has your specific written consent that the Firm may do so, the Firm will not represent another client in a matter which is substantially related to a matter in which the Firm represents you and in which the other client is adverse to you. The Firm understands the term "matter" to refer to transactions, negotiations, proceedings or other representations involving specific parties.
- b) In the absence of a conflict as described in subparagraph (a) above, you acknowledge that the Firm will be free to represent any other client either generally or in any matter in which you may have an interest.
- c) The effect of subparagraph (b) above is that the Firm may represent another client on any issue or matter in which you might have an interest including, but not limited to, agreements, contracts, easements, special district formation, intergovernmental agreements, dissolutions, consolidations, etc.

The Firm agrees, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of the Firm's representation of you, we have obtained proprietary or other confidential information of a nonpublic nature that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that, in similar engagement letters with many of the Firm's other clients, we have asked for similar agreements to preserve our ability to represent you.

### 4. Affiliates.



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Unless we agree otherwise, our representation is only of the client named in our separate engagement letter and not any parent, subsidiary, sister corporation, limited liability company, or partnership or any officer, director, employee, consultant, contractor, manager, member, shareholder, partner, joint venture, or other affiliate (collectively, “Client Affiliates”). While we will be meeting and interacting with Client Affiliates during the course of our representation, we are not acting as legal counsel to any of these persons in their individual capacities in connection with the engagement or otherwise. We encourage these individuals to seek separate legal counsel if necessary.

### **5. Representation Solely By Icenogle Seaver Pogue, P.C.**

In some circumstances you may be represented by more than one law firm for a particular matter. With respect to all services performed on your behalf and all legal representation by the Firm, the Firm shall have no duty to supervise or control any other law firms or lawyers.

### **6. Retention and Disposition of Documents.**

The Firm will maintain records related to this engagement in formats and organization that we, in our sole professional judgment, determine are efficient and appropriate for the conduct of this engagement. These records will include any final adopted and approved records of which the Firm has been provided a copy in the conduct of this engagement. All other documents, including, but not limited to, our notes, drafts, memoranda, worksheets, and other electronic communication and documents stored in various media or file servers, may be periodically, confidentially, and permanently purged by us once they are no longer useful to us in providing services to you for this engagement. Following the termination of this engagement we will return to the client any original documents and other property provided to the Firm in connection with this matter upon our receipt of payment of all outstanding fees and costs. The Firm may retain its own file pertaining to this matter. The Firm’s file pertaining to the engagement may include, without limitation, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers’ work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We reserve the right to destroy or otherwise dispose of any documents or other materials retained by us without further notice to you 6-months after the termination of our engagement unless prohibited from doing so by Rules of Professional Conduct.

### **7. Client Responsibilities and Communication.**

Our successful representation of you depends, in part, upon your cooperation with us. As such, we expect that you will be candid and cooperative with us, timely respond to our requests for information, provide us with factual information and documents relating to the matters we are handling for you, keep us informed of developments, be available to confer with us, and make decisions as required to assist us in the progress of our representation. Your candor and





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cooperation are necessary conditions of the attorney-client relationship, the absence of which will entitle the Firm to withdraw as legal counsel.

Because it is important that we be able to contact you at all times in order to consult with you regarding the client's representation, you will promptly inform us of any changes in your contact information including relevant mail and e-mail addresses and phone numbers. Whenever we need your instructions or authorization in order to proceed with legal work on the client's behalf, we will contact you at the latest address and phone number that we have received from you. While understanding the convenience of communicating by unencrypted electronic mail, such transmissions are capable of interception. Unless you instruct us otherwise in writing, you agree to our use of unencrypted e-mail to communicate with you, including communications of a confidential or privileged nature.

You will be invoiced for the services that personnel in the Firm perform for you. Invoices are rendered on a monthly basis and payment is due upon receipt, unless there is a question about our invoice, in which case we ask that you promptly advise us thereof, so they may be timely addressed. Interest will be charged on any balance that is not paid on a timely basis at the Colorado statutory rate. Additionally, should our fees not be paid on a timely basis, we are entitled to require a retainer, which we will hold in our Colorado Lawyer Trust Account Foundation (COLTAF) Account, or to withdraw from this engagement as discussed in more detail below.

### **8. Disclaimer of Guarantee.**

We use our best efforts in representing clients, but we make no promises or guarantees regarding the outcome of any particular matter. The Firm makes no warranties, guarantees, or representations concerning the successful termination of a favorable outcome of any legal services performed for its clients, legal action that may be filed by or against a client, or of any negotiations or discussions with other parties on a client's behalf.

During the scope of our engagement, we may provide services which are ancillary to the provision of our legal services but do not constitute legal services or the provision of legal advice. Please note that these ancillary services, including, but not limited to administrative, managerial, and website maintenance services, are being provided at your request, are not within our area of expertise, and we make no promises or guarantees regarding the performance of these services.

### **9. Insurance Coverage.**

You may have insurance policies relating to a matter for which you request our assistance. You should notify your insurance carrier as soon as possible if coverage for our fees and costs may be available. We can advise you on the availability of insurance coverage for fees and costs that we incur on your behalf if you expressly request that we do so and forward to us copies of any applicable insurance policies and other relevant documents. You will be primarily responsible for



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payment of our fees and costs unless we otherwise agree in writing regardless of whether you have insurance coverage.

### **10. Confidentiality.**

Under applicable Rules of Professional Conduct, the Firm is obliged to avoid revealing information acquired as a consequence of the representation of any client. Therefore, if we have such information from another client, we cannot disclose it to you even if that information is relevant to our representation of you.

We preserve the confidences of our clients in accordance with the Rules and Laws of Professional Conduct as adopted and amended in Colorado and, as applicable, the courts of other states in which our lawyers are admitted to practice law. All non-public information that we obtain from you as a consequence of the representation (“Private Information”) is protected under these rules. We use Private Information only to provide the legal and related services that you request from us. We do not disclose Private Information to anyone outside of our Firm, except as authorized by you or described below. We maintain physical, electronic, and procedural safeguards that comply with our professional responsibilities. Because we will not disclose Private Information in violation of our professional responsibilities, it is unnecessary for us to provide you with an “opt out” opportunity as otherwise authorized by the Gramm-Leach-Bliley Act.

There are certain limits on our duty to keep confidential the information you disclose to us in connection with our representation. These limits may allow or require disclosure of Private Information to, among other things; (1) prevent the commission of certain crimes or frauds or to rectify substantial injury that would otherwise result from certain crimes or frauds; (2) secure legal advice regarding our compliance with the applicable Rules of Professional Conduct; (3) comply with a court order directing disclosure of such information; or (4) comply with a statute or regulation directing disclosure. We do not expect any of these ethical or legal obligations to arise in the course of our representation, but it is important that you understand these limits to the duty of client confidentiality.

### **11. Informed Consent to Inclusion in Group Emails or Texts to Opposing Counsel.**

The Colorado Bar Association’s Formal Ethics Opinion (Opinion 148) addresses ethical issues implicated when lawyers include clients as addressees (cc or bcc) in group emails or texts involving the lawyers for other parties (“Opinion 148”) and requires your informed consent to include you and your employees and other representatives in group emails or texts with opposing counsel.

The Firm seeks your informed consent to include you, your employees and other representatives in group emails and texts including lawyers for other parties and in so doing hereby





## ICENOGLE SEAVER POGUE

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advises you of the following risks associated with this practice: (a) inadvertent disclosure by you or your employees or representatives of sensitive or confidential client information (e.g. the use of “reply all” function even when bcc’d by the Firm’s lawyers in the communication), (b) the risk that a communication intended to be confidential with the Firm could be mistakenly sent to other counsel (c) revealing information about you, your employees or representatives (e.g., emails/phone numbers/job title etc.), and (d) revealing information about the identity your, your employees or others engage who are making decisions on your behalf.

**YOUR SIGNATURE ON THE ISP ENGAGEMENT LETTER CONSTITUTES YOUR INFORMED CONSENT TO BE INCLUDED IN GROUP EMAILS OR TEXTS INVOLVING LAWYERS FOR OTHER PARTIES. YOU ALSO AGREE TO ADVISE YOUR EMPLOYEES OR CONSULTANTS OF THIS POLICY SO THEY ARE AWARE IN EMAILING WITH THE FIRM.**

**or**

**IF YOU DO NOT WISH TO CONSENT TO INCLUSION IN GROUP EMAILS OR TEXTS WITH LAWYERS FOR OTHER PARTIES PLEASE INITIAL HERE:**

### **12. Technology Accessibility.**

**The following provisions are only applicable to engagements to perform services to public entities and which are subject to Sections 24-85-103 & 104, C.R.S.**

Accessibility Standards. The Firm agrees to comply with all digital accessibility standards adopted by the Colorado Office of Information Technology (“OIT”) for individuals with disabilities in accordance with Sections 24-85-103 & 104, C.R.S., as the same may be amended from time to time.

Indemnification. The Firm shall indemnify, hold harmless, and assume liability on behalf of you, your officers, employees, and agents for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by you in relation to the Firm’s noncompliance with OIT’s Accessibility Standards for individuals with disabilities adopted by the OIT pursuant to Section 24-85-103, C.R.S.

### **13. Marketing Materials.**

From time to time, the Firm identifies clients in marketing materials. These materials may include print and online descriptions of the Firm’s services, presentations and proposals to other clients, lists in publications, and recruiting materials. You agree that the Firm may use your name and a brief description of the work we do for you in these materials, provided that no Private



## ICENOGLE SEAVER POGUE

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Information is revealed. You may withdraw this consent at any time, but as a practical matter, a later withdrawal will be ineffective to reverse a prior disclosure.

### **14. Audits.**

We are at times asked by our clients to provide information to auditors or other financial professionals for the purpose of preparing financial statements. Should you make such an audit request of us, we may bill for our services on the basis of the Firm's regular hourly rate for the professionals involved. Should you make such an audit request at a time when you are no longer a client of the firm you understand that our responding to the request is an accommodation that we provide for former clients and does not form a new attorney-client relationship.

### **15. Termination and Withdrawal.**

You have the right to discharge us for any reason at any time upon reasonable notice. If you do so, all unpaid fees and costs will be due and payable no later than thirty (30) days after such discharge and you agree that we may use any funds held in Trust on your behalf to pay unpaid invoices.

In the absence of another agreement, our representation of you will automatically end thirty (30) days after we send our last bill for services rendered on the specific matter set forth in the scope of engagement.

We reserve the right to withdraw from representing you for the reasons permitting attorney withdrawal in relevant Rules of Professional Conduct or applicable law. Where required, we will attempt to give you reasonable notice and time to secure other counsel, obtain approval from any court or tribunal that is necessary, and take reasonable steps to minimize any prejudice you may suffer by our withdrawal. In particular, and by way of example, we reserve the right to decline to perform any further services if any account is past due. We will comply with applicable Rules of Professional Conduct in effectuating any such withdrawal. When appropriate, we reserve the right to terminate the representation, for example, and without limitation, if (a) evidence comes to light indicating that positions you wish us to assert lack factual or legal merit; (b) you fail to cooperate in the work necessary to the representation; (c) you breach this agreement by failing to pay fees or reimburse costs; or (d) for professional or ethical reasons we cannot or, in our opinion, should not continue to proceed with the representation.

If you affiliate with, acquire, are acquired by, or merge or combine with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to the affiliation, acquisition or merger, or between any of our clients and the resulting entity following the affiliation, acquisition or merger.



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If we elect to withdraw, you will take all steps necessary to effectuate our withdrawal and will pay all outstanding fees or costs owed as of the time of withdrawal.

Following the termination of this engagement, we will return to the client any original documents and other property provided to the Firm in connection with this matter upon our receipt of payment of all outstanding fees and costs.

We look forward to representing you. If you have any questions concerning these Standard Terms of Engagement that arise at any time, or if you ever wish to discuss any matter relating to our legal representation, please do not hesitate to call us.



## ICENOGLE SEAVER POGUE

### 2026 BILLING RATES

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T. Edward Icenogle	Of Counsel	\$360.00 per hour
Tamara K. Seaver	Shareholder	\$510.00 per hour
Alan D. Pogue	Shareholder	\$510.00 per hour
Jennifer L. Ivey	Shareholder	\$480.00 per hour
Deborah A. Early	Shareholder	\$440.00 per hour
Shannon Smith Johnson	Shareholder	\$360.00 per hour
Anna C. Wool	Of Counsel	\$350.00 per hour
Karlie R. Ogden	Director	\$325.00 per hour
Alicia J. Corley	Associate	\$315.00 per hour
Alexandra L. Mejia	Associate	\$280.00 per hour
Kayla M. Enriquez	Associate	\$280.00 per hour
Harrison F. North	Associate	\$245.00 per hour
Abigail (Bea) Meyer	Associate	\$245.00 per hour
Stacie L. Pacheco	Paralegal	\$225.00 per hour
Donette B. Hunter	Paralegal	\$225.00 per hour
Megan Liesmaki	Paralegal	\$220.00 per hour
L. Noel Nail	Paralegal	\$220.00 per hour
Hannah Pogue	Paralegal	\$220.00 per hour
Brooke Robinson	Executive Legal Assistant	\$ 75.00 per hour
Lucie Stuchlikova	Executive Legal Assistant	\$ 75.00 per hour
T. Max Gilida	Legal Administrative Assistant	\$ 75.00 per hour
Jasen Sebben	Legal Administrative Assistant	\$ 65.00 per hour

# WISDOM MANAGEMENT, LLC

dba WSDM – Managers

3204 N. Academy Blvd., Ste. 100  
Colorado Springs, Colorado 80917  
Phone: (719) 447-1777  
Fax: (719) 867-4013  
Website: wsdistricts.co

## **PROPOSAL RESPONSE: WILLSHIRE METROPOLITAN DISTRICT NO 1 AND NO. 2**

*Re: January 13, 2026 - Wisdom Management, LLC dba WSDM Contract for 2026 services*

Dear Board of Directors,

We are pleased to propose on district management and accounting for the Willshire Metropolitan Districts No. 1 and No. 2 (the “District’s”). By signing below, the District agrees to retain Wisdom Management, LLC dba WSDM – Managers (“WSDM”) to provide professional management services for the 2026 calendar year.

### **Management Experience**

Wisdom Management, LLC (“WSDM”) has extensive experience managing Colorado Title 32 special districts, metropolitan districts, and quasi-municipal entities. Our portfolio includes districts with complex infrastructure, covenant enforcement programs, and unique operations. We have coordinated long-term infrastructure maintenance projects exceeding \$100 million in public improvements (roads, water, wastewater, stormwater, and parks).

Our team regularly manages day-to-day operations, board coordination, insurance administration, vendor oversight, and compliance reporting. We emphasize proactive communication with boards and residents, transparent financial reporting, and efficient contractor management.

### **Understanding of the District**

We understand that the current development plan anticipates the creation of District 1 to consist of residential lots, and District No. 2 to consist of commercial lots, with public infrastructure construction scheduled to begin in 2026. We understand the District may consist of a coordination District and Debt district that will provide funding—through a mill levy or other mechanisms—to support operations for both districts as well as the proposed debt obligations.

Key Personnel

To begin, Rebecca Harris, CEO & Owner, will provide executive oversight and guidance to the assigned District Manager. Rebecca brings over 10 years of district management experience, with a specialization in accounting and financial oversight.

The day-to-day management of the District will be determined at a later date pending community growth and activity for District Manager. This role will serve as the primary point of contact for the District and will coordinate all operational responsibilities.

In addition, WSDM maintains a team of experienced administrators who provide essential support for board meeting preparation, website compliance, constituent communication, and exceptional customer service. This team ensures that the District’s operations remain transparent, efficient, and responsive to resident needs.

Service Fee

Based on the scope of work for the Districts, WSDM will provide the described services for an hourly monthly management fee not to exceed \$1,300 per month, as these districts will mostly be involved in compliance. This fee represents WSDM’s best estimate of the time and resources required to manage the District’s operations. Until we see on average the good time cost it takes to manage the proposed Districts.

Invoices will be issued monthly and are payable within 30 days of receipt. Invoices outstanding for more than 60 days will accrue 1% interest per month, compounded monthly.

Hourly Rates

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

HomeWiseDocs Facilitation for Final Bill Requests and Closings

WSDM utilizes HomeWiseDocs (“HomeWise”) to manage final bill requests, status letters, and closing document packets for property sales and transfers within the District. All associated document fees and transfer fees are collected by the title company at closing. WSDM ensures all necessary documentation is assembled and delivered promptly through the HomeWise platform. This process helps maintain compliance and accuracy during property ownership transfers and ensures proper payment of all outstanding balances and transfer-related fees.

<i>Closing Request Fee – collected at closing</i>	<i>\$ 100.00</i>
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## Disclosure

From time to time, WSDM may be asked to provide references or summaries of its work to potential clients. We would be honored to include the District in such references unless you request otherwise. Please notify us if you prefer that your District not be disclosed as a client reference.

## Renewal/ Termination

This agreement shall be effective January 1, 2026, for a term of one (1) year, unless earlier terminated as provided herein. Either WSDM or the District may terminate this agreement with 30 days' written notice. If neither party provides notice of termination prior to the end of the term, this agreement shall automatically renew for an additional one-year period under the same terms and conditions unless otherwise amended in writing.

Any modifications or adjustments to the scope or fee structure shall be mutually agreed upon and documented in writing.

Wisdom Management, LLC (WSDM) is honored to submit this proposal to provide district management and accounting services for Willshire Metropolitan Districts No. 1 and No. 2. We are committed to transparent, professional, and cost-effective management that supports the District's long-term success.

Respectfully,

Approved:

Rebecca Harris, CEO & Owner

Wisdom Management, LLC

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

Willshire Metropolitan District No 1-2, Board  
President

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

**EXHIBIT - A**

## Designation of Responsibilities

### Management Services

	WSDM	Legal	Other	Not Offered
Meeting & Reporting Services	X			
Filing Conflicts		X		
Elections		X	X	
Construction Oversight			X	
Website Administration	X			
Employee Management				X
Covenant Enforcement				X
Insurance Coordination	X			
Property Inclusion/ Exclusions		X		
Custodian of Records	X	X		

### Accounting & Bookkeeping Services

	WSDM	Legal	Other	Not Offered
General Accounting	X			
Accounts Payable	X			
Accounts Receivable	X			
Financial Planning & Forecasting	X			
Budget Preparation	X			
Conservation Trust Fund				X
Audits	X		X	
Bond Administration	X	X	X	
Developer Advances & Reimbursements	X	X		



Billing and Collection  
Services

Billing System

Standard Billing Services

Customer Service

WSDM	Legal	Other	Not Offered
UMS	CINC	BILL	X
X			
X			

**EXHIBIT B**  
**SCOPE OF SERVICES**

## **I. MANAGEMENT SERVICES**

### **1. Meeting and Reporting Services**

- Coordinate Board meetings; prepare and distribute meeting agendas; and complete all required legal notice preparation, filing, and posting at least seventy-two (72) hours prior to the meeting, or twenty-four (24) hours in the case of an emergency meeting, in compliance with statutory notice requirements.
- Coordination and support for up to thirteen (13) Board meetings per year. Should the District require additional meetings beyond this amount, they will be billed at our standard hourly rate. We're happy to accommodate additional meetings as needed; however, they require considerable staff time and preparation, which may affect other scheduled client commitments.
- Ensure meeting notices are properly and timely posted per Colorado law.
- Confirm Board quorum 72 hours prior to meetings; in the event of cancellation, promptly notify all relevant parties and reschedule as necessary.
- Distribute meeting packets by email or as determined by the Board.
- Prepare for and attend regular and special Board meetings.
- Draft, revise, and finalize minutes; circulate for Board review and approval to ensure compliance with statutory requirements.
- Maintain current records of all Board members, consultants, and vendors; direct and coordinate all service providers and District employees.
- Prepare and file required annual compliance documents with State and County agencies, coordinating review and approval with legal counsel.
- Respond promptly and professionally to inquiries from officials, property owners, or consultants.
- Maintain and serve as official custodian of District records pursuant to the Colorado Open Records Act (CORA).
- Monitor requirements under applicable legislation, including HB 1343 (Illegal Aliens) compliance.
- Manage insurance administration, including coverage evaluation, renewal quotes, claims processing, and verification of vendor insurance certificates.

### **2. Elections**

- WSDM may serve as Designated Election Official (DEO) for District elections in accordance with the Special District Act, Colorado Local Government Election Code, and related statutes, including Article X, § 20 of the Colorado Constitution (TABOR). These services are billed outside the scope of the contract at the rate of \$150/hour.

### **3. Construction Oversight**

- Upon Board direction, WSDM may provide support to project management for public infrastructure construction, leveraging experience managing and funding more than \$100 million in roads, water, wastewater, electric, gas, telecommunications, and stormwater facilities. This may include engagement of a third-party project manager based on the scope of work.

### **4. Website Administration**

- Ensure ongoing compliance with ADA accessibility and transparency requirements under Colorado law.
- Maintain current postings of agendas, minutes, notices, and financial information.

- For document remediation or accessibility upgrades, a qualified third-party vendor will be engaged and the cost billed to the District.
- Any website or technology-related services requested by the District that exceed the scope outlined in this agreement may require the engagement of a third-party IT provider. WSDM will coordinate such services with the District's approval, and all associated costs will be billed to the District.

## 5. Employee Management

- Manage full- and part-time District employees including Operators in Responsible Control (ORC), field and operations staff, administrative employees, and seasonal or certified pool operators. Responsibilities include maintaining compliance with labor statutes, insurance, training, and safety regulations, as well as coordination of automated payroll services.

## 6. Covenant Enforcement and CCR Administration

- Administer Architectural Control or Design Review Committees, including meeting coordination and documentation, up to four (4) meetings per year.
- Conduct community inspections and review proposed improvements or architectural requests.
  - Inspections shall be conducted at a frequency of once (1) per month during the period of October 1 through March 31, and twice (2) per month during the period of April 1 through September 30.
- Enforce recorded Covenants, Conditions & Restrictions (CCRs) and Design Guidelines, including tracking violations and implementing fines as authorized.
- Compliance inspections are performed as drive-through evaluations only. For safety and liability reasons, the Compliance Officer will remain inside the vehicle and will not exit or approach individuals, properties, or situations on foot.

## 7. Insurance Coordination

- Act as liaison for annual insurance renewals, payments, and claims coordination. Conduct annual insurance audits to confirm adequate coverage for District assets and operations.

## 8. Property Inclusions and Exclusions

- In coordination with legal counsel, manage the inclusion or exclusion of properties from District boundaries. Verify eligibility, prepare documentation for Board approval, and file with applicable agencies.

## 9. Custodian of Records

- Serve as Designated Custodian of Records per Colorado statute. Process and respond to CORA requests within required timelines. The first hour of staff time is provided at no cost; additional time is billed at the statutory hourly rate and paid to WSDM.

# II. ACCOUNTING AND BOOKKEEPING SERVICES

## 1. General Accounting

- Prepare monthly, quarterly, and annual financial statements for Board review.
- Reconcile bank and trustee statements monthly; manage account setup and signature cards.
- Prepare and file Continuing Disclosure Notices with Trustees and required agencies; coordinate review with legal counsel.
- Coordinate capital project draws, requisitions, and review all disbursements for accuracy and availability of funds.

- Provide monthly expenditure summaries and variance tracking to keep the Board informed of budget performance.

## 2. Accounts Payable

- Review and code invoices for payment approval per budget categories.
- Prepare checks or electronic disbursements for Board authorization.
- Prepare and submit funding requests when required.
- Release payments upon full approval and funding confirmation.

## 3. Accounts Receivable

- Process and deposit revenues.
- Record bank adjustments and miscellaneous receivables.

## 4. Financial Planning and Forecasting

- Prepare multi-year financial projections upon request.
- Perform utility consumption and rate analyses, including water-loss calculations.
- Provide commercial billing and rate structure reviews.

## 5. Budget Preparation

- Prepare annual budgets and accompanying budget messages for Board approval.
- Assist with supplemental or amended budgets as necessary.
- Ensure all budgets and amendments are filed in accordance with State law.

## 6. Conservation Trust Fund (GOCO)

- Administer Conservation Trust or GOCO funds, ensuring compliance with all reporting requirements.

## 7. Audits

- Solicit annual audit proposals for Board review during budget hearings.
- Coordinate with selected auditor for fieldwork and draft reviews.
- Assist in completion, presentation, and filing of final audit or exemption applications with State and local entities.

## 8. Bond Administration

- Ensure compliance with all bond covenants, State statutes, and reporting requirements.
- Manage reserve fund transfers, principal and interest payments, and related compliance filings (e.g., DLG-30).
- Bond Refinancing or New Issuance – Managed under a separate engagement; WSDM will coordinate with Bond Counsel and the District's financial team as directed by the Board.

## 9. Developer Advances and Reimbursements

- Track developer advances and ensure proper accounting of all reimbursements.
- Verify compliance with reimbursement agreements and applicable audit requirements.
- Coordinate repayment schedules for principal and interest obligations.

### III. BILLING AND COLLECTION SERVICES

#### 1. Billing Systems

WSDM may utilize one of the following billing systems based on District needs:

- CUSI – Compatible with AMR/Badger Beacon systems; supports online portals, ACH, and credit-card payments.
- CINC – Provides integrated payment options, account tracking, and violation processing.

#### 2. Standard Billing Services

- Validate and resolve meter re-reads as needed.
- Automate meter data import directly into the billing platform.
- Prepare and mail (or electronically deliver) customer invoices.
- Process and deposit all customer payments.
- Manage ACH authorizations and secure batch processing under dual controls.
- Coordinate payment plans, delinquencies, and shut-off notices in compliance with District policy and legal counsel.
- Closings: Process payoff and ownership change requests through HomeWiseDocs; fees and transfer costs are collected at closing by the title company.
- Track and collect transfer fees associated with ownership changes.
- Process hardship payment arrangements as approved by the Board.
- Certify delinquent accounts to the County and coordinate lien filings/releases with legal counsel.
- Track tap fee payments and coordinate with Water Operator for new tap installations.

### IV. CUSTOMER SERVICE

- Provide customer support via phone, email, text, and other approved communication channels.
- Maintain a 24-hour emergency line (719-447-4840) for urgent issues.
- Collaborate with security vendors as needed to monitor and respond to facility or community concerns.
- Respond to all non-emergency customer inquiries within one (1) business hour during regular operating hours or immediately on the next business day.

**DISTRICT AND**  
**ADVANCE AND REIMBURSEMENT AGREEMENT**  
**(Operations and Maintenance Expenses)**

This **ADVANCE AND REIMBURSEMENT AGREEMENT** (the “Agreement”) is made and entered into on this \_\_\_ day of \_\_\_, 20\_\_\_ (the “Effective Date”), by and between \_\_\_ **DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and \_\_\_, a \_\_\_ (“Developer”), individually referred to herein as “Party” and collectively referred to herein as “Parties.”

**RECITALS**

**WHEREAS**, the District [INSERT FOR MULTI-DISTRICT \_\_\_ Metropolitan District No. \_\_\_, \_\_\_ Metropolitan District No. \_\_\_, and \_\_\_ Metropolitan District No. \_\_\_, (collectively, the “Districts”)] were/was formed and exist/exists as a special district/special districts pursuant to §§ 32-1-101, *et seq.*, C.R.S. for the purpose of providing certain public improvements, facilities and services to and for the use and benefit of the District, its residents, users, property owners and the public; and

**WHEREAS**, included among the powers of the Board of Directors of the District (the “Board”), pursuant to §§ 32-1-1001(1)(d), (e), (h), and (i), C.R.S., are the powers to enter into contracts and agreements affecting the affairs of the District; to manage, control and supervise the business and affairs of the District; to appoint, hire, and retain agents, employees, engineers and attorneys; and to borrow money and incur indebtedness; and

**WHEREAS**, on \_\_\_, 20\_\_\_, the \_\_\_ of the \_\_\_, Colorado approved the “\_\_\_ [insert title of service plan]” (the “Service Plan”) for the District/Districts [insert any pertinent limitations from Service Plan]; and

[INSERT FOR MULTI-DISTRICT...]

**WHEREAS**, pursuant to the Service Plan, the Districts are to work together and coordinate their efforts with respect to all activities contemplated in the Service Plan, including, but not limited to, the management and administration of the Districts, the structuring of financing, and the coordination of the construction, operations and maintenance of public improvements to serve the Districts, their residents, users, property owners and the public; and

**WHEREAS**, the Districts have entered into or anticipate entering into an [“\_\_\_ [insert title of Intergovernmental Agreement] dated \_\_\_, 20\_\_\_, pursuant to which the Districts agreed to engage the District to provide operations, maintenance and administrative services on behalf of the Districts and the Districts agreed to provide moneys sufficient to fund the same by imposing ad valorem property taxes and/or fees sufficient to fund the costs of such services; and ]

**WHEREAS**, the District/Districts currently has insufficient funds to pay for (i) the maintenance and operation costs incurred in the ordinary course of business and necessary for the operations and maintenance of the public improvements, facilities and services of the District; (ii) the general administration of the District (including, but not limited to, maintaining the District as a lawfully existing political subdivisions of the State); and (iii) fulfilling the obligations of the District under the Service Plan, which collective costs may include, but are not limited to legal, accounting, design, engineering and management costs (collectively, the “Operations Costs”); and

**WHEREAS**, the District and Developer agree that the advance of funds by the Developer for the District’s Operations Costs on behalf of or to the District (the “Advances”) is consistent with the public objectives and purposes of the District; and

**WHEREAS**, as of the date of this Agreement, Developer has made Advances for Operations Costs of the District and may make Advances for the Operations Costs of the District in the future; and

**WHEREAS**, the Board has determined that the best interests of the District, its residents, users and property owners and the public will be served by the District’s acknowledgement of and provision for the terms of reimbursement of the Advances; and

**WHEREAS**, the District and Developer desire to enter into this Agreement concerning and recognizing the Advances and the terms of reimbursement of the Advances by the District.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

## **COVENANTS AND AGREEMENTS**

1. Recitals. The Recitals set forth above are hereby incorporated into the covenants and agreements set forth below.

2. Purpose of the Agreement. This Agreement establishes the terms and conditions upon which: (a) the Developer may make Advances to or on behalf of the District for the Operations Costs, and (b) the District may make reimbursement to the Developer for the Advances.

3. Advances.

A. *Amount*. The Developer hereby agrees to advance funds or expend funds on behalf of the District for Operations Costs in one or more installments, provided that in no event shall the total amount that the Developer shall advance to the District or expend on behalf of the District, exceed \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) (the “Maximum Advance

Amount”). The Maximum Advance Amount constitutes the maximum amount that may be advanced or expended hereunder, notwithstanding any payment or prepayment of any portion of the funds advanced or expended pursuant to the terms hereof, unless this Agreement is further supplemented or amended.

B. *Manner for Requesting Advances.* The District’s accountants on behalf of the Board shall from time-to-time request Advances from the Developer in order to fund the Operations Costs of the District consistent with its approved budgets. The District shall provide, at the request of Developer, substantiation of the need for such Advances.

4. Use of Funds.

A. The District agrees that it shall apply all Advances solely to the payment of the Operation Costs, as such costs are budgeted and appropriated as District expenditures. Said funds may not be used for any other purpose without the prior written consent of the Developer.

B. The District shall prepare and adopt a budget annually for the duration of this Agreement, and/or at such other times as may be provided by law, which shall be available to the Developer for inspection, upon reasonable request.

C. The District may budget all or a portion of the aggregate amount that may be advanced to or expended on behalf of the District hereunder as “revenue” from year to year, thereby enabling it to appropriate sufficient funds to pay the expenses set forth in its budget.

5. Recognition of Advances. The District acknowledges that the Developer has made Advances to the District in the total amount of [REDACTED] Dollars and [REDACTED] Cents (\$ [REDACTED]), on the dates and in the amounts as shown in **Exhibit A**, attached hereto and incorporated herein by this reference, toward the District’s Operations Costs. The Parties shall periodically record additional Advances and repayments of Advances on the Outstanding Advance & Reimbursement Obligation form (the “Form”), which is attached hereto as **Exhibit B** and incorporated herein by this reference. Further, the District shall direct its accountant to regularly account for any Advances in such fashion that the amounts thereof, including the interest, principal and total amounts outstanding, shall be readily ascertainable. The Developer may request an inspection of the accounting of such funds.

6. Reimbursement of Advances. The District shall repay the Advances made hereunder, together with interest at the rate of eight percent (8%) per annum [check service plan for limitations] on such sums advanced as provided in this Paragraph. The District may make such repayment from ad valorem property revenues generated or received by the District and/or any other revenues of the District, including fees, rates, tolls, and charges, as the District determines, in its sole discretion, are available for repayment and not otherwise required for operations, maintenance, capital improvements, and debt service costs and other expenses of the District, subject to any restrictions provided in the Service Plan and the



District's electoral authorizations. Any repayment of funds by the District pursuant to this Agreement shall be subject to the annual appropriation of funds by the District, and shall be subject to the terms and conditions of and subordinate to, the issuance of any bonds, loans, notes, intergovernmental agreements or other similar debt instruments (collectively, the "Bonds") and any refundings thereof, and the provisions of any bond resolution, indenture, pledge agreement, loan document and/or any other document related thereto. Any repayment of funds by the District pursuant to this Agreement shall be subject to the mill levy certified by the District for the purpose of repaying advances made hereunder not being higher than any applicable mill levy cap, as it now exists or may be amended from time to time. Repayment by the District of some or all the amounts owing hereunder, shall be contingent upon legally available revenues of the District being available as described in this Paragraph. Failure by the District to repay the amounts due hereunder as a result of insufficient funds shall not constitute a default, nor subject the District to any claims and/or causes of action by the Developer, including mechanic's liens, arising out of the District's nonperformance of its payment obligation. Interest shall accrue as of the date each Advance is made to the District, regardless of the date such Advance is recorded on the Form, provided, however, that no interest shall begin to accrue on any Advance made to the District prior to the date on which an order declaring the District organized was recorded in the real property records of [REDACTED] County, which date was [REDACTED]. Payments by the District under this Paragraph shall be applied first to interest on, then to principal of the Advances in chronological order in accordance with the date each Advance is made to the District. Any repayment shall be recorded at least annually on the Form.

7. Term/Termination. The Parties may terminate this Agreement by mutual written agreement of the Parties. Unless earlier terminated, this Agreement shall be in effect until the end of the fiscal year in which the Agreement was executed and shall automatically renew for an additional one-year period at the end of that fiscal year and each fiscal year thereafter, provided, however, this Agreement and any obligation of the District to reimburse the Developer shall expire on the date that is forty (40) years after the Effective Date (the "Termination Date"). In the event the District has not reimbursed the Developer for any Advance(s) made pursuant to this Agreement on such Termination Date, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full. Notwithstanding any provision herein to the contrary, the District's obligations to reimburse the Developer for any and all funds advanced or otherwise payable to the Developer under and pursuant to this Agreement (whether the Developer has already advanced or otherwise paid such funds or intends to make such advances or payments in the future) shall terminate automatically and be of no further force or effect upon the occurrence of: (a) the Developer's voluntary dissolution, liquidation, winding up or cessation to carry on business activities as a going concern; (b) administrative dissolution (or other legal process not initiated by the Developer dissolving the Developer as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process; or (c) the initiation of bankruptcy, receivership or similar process or actions with regard to the Developer (whether voluntary or involuntary). The termination of the District's reimbursement obligations as set forth in this Paragraph shall be absolute and binding upon the Developer, its successors and assigns. The Developer, by its execution of this Agreement, waives and releases any and all claims

and rights, whether existing now or in the future, against the District relating to or arising out of the District's reimbursement obligations under this Agreement in the event that any of the occurrences described in this Paragraph occur.

8. Agreement Not an Indebtedness or Multiple Fiscal Year Financial Obligation – Subject to Annual Appropriations. The payment obligations under this Agreement shall be subject to annual appropriation by the Board in its sole discretion. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect district debt or other financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution.

9. Notice and Place for Payments. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing and shall be delivered in person, by certified mail, postage prepaid, return receipt requested, by a commercial overnight courier that guarantees next day delivery and provides a receipt, or by electronic mail communications (“E-Mail”), and such notices shall be addressed as follows:

To the District:


With a copy to:

Icenogle Seaver Pogue, P.C.  
4725 S. Monaco Street, Suite 360  
Denver, Colorado 80237  
Telephone No. 303-292-9100  
Facsimile No. 303-292-9101

To Developer:


or to such other address as either Party may from time to time specify in writing to the other Party. Notice shall be considered delivered upon delivery by certified mail, overnight courier, E-Mail or upon hand delivery. When using E-Mail to provide notice, the receiving Party must respond via “reply” acknowledging receipt of the E-Mail notification or a read receipt or delivery receipt must be provided to the sender. If the sending Party fails to receive acknowledgement of such receipt, an alternative form of notification must be used.

10. Developer's Trade Secrets and Open Records Requests.

A. *Application of the Act.* The Developer acknowledges and agrees that all documents in the District's possession or which the District has a right to have in its possession pursuant to this Agreement, including documents submitted by the Developer, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Developer acknowledges that the District shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Developer shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Developer is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Developer.

B. *Confidential or Proprietary Materials.* If the Developer deems any document(s) which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

C. *Stakeholder.* In the event of litigation concerning the disclosure of any document(s) submitted by the Developer to the District or which the District has a right to have in its possession pursuant to this Agreement, the District's sole involvement will be as stakeholder retaining the document(s) or having a right thereto until otherwise ordered by the court, and the Developer shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

11. Amendments. This Agreement contains all of the terms agreed upon by and among the Parties. This Agreement may only be amended or modified by a writing executed by both Parties.

12. Binding Effect. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the Parties.

13. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the Advances to the District for Operations Costs and sets forth the rights, duties and obligations of each Party to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

14. Time Is of the Essence. Time is of the essence hereof; provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday or legal holiday,

the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

15. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. 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.

16. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

17. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended from time to time.

18. Applicable Laws. 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.

19. Negotiated Provisions. This Agreement shall not be construed more strictly against one Party than against any other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

20. Assignment. This Agreement may not assigned. Any purported assignment in violation of the provisions hereof shall be void and ineffectual.

21. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Developer shall be for the sole and exclusive benefit of the District and the Developer.

22. Default/Remedies. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce

the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

23. Authority. By its execution hereof, each Party hereto represents and warrants that its representative signing hereunder has full power and lawful authority to execute this document and bind the respective Party to the terms hereof.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and 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.

**[The remainder of this page intentionally left blank.]**

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective the day and year first written above.

 DISTRICT:

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

DEVELOPER:



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

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

ATTEST:

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

## **EXHIBIT A**

### **Recognition of Advances**

**EXHIBIT B**

**Outstanding Advance & Reimbursement Obligation Form**



## **OUTSTANDING ADVANCE & REIMBURSEMENT OBLIGATION FORM**

In accordance with Paragraph 2(c) of the *Advance and Reimbursement Agreement (Operations and Maintenance Expenses)*, dated \_\_\_\_\_ the Parties agree that the information recorded below represents the outstanding Advances and Reimbursable Payment obligations as between the Parties on the date indicated.

### **ADVANCES & DATE OF ADVANCES**

### **PAYMENTS & DATE OF PAYMENT**

Total current outstanding Advance balance: \_\_\_\_\_

**[The remainder of this page intentionally left blank.]**

 DISTRICT:

ATTEST: \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

DEVELOPER:  


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

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

[REDACTED] DISTRICT AND  
[REDACTED]  
**ADVANCE AND REIMBURSEMENT AND FACILITIES ACQUISITION AGREEMENT**  
**(Capital Expenses)**

This **ADVANCE AND REIMBURSEMENT AND FACILITIES ACQUISITION AGREEMENT** (the “Agreement”) is made and entered into on this [REDACTED] day of [REDACTED], 20[REDACTED] (the “Effective Date”), by and between [REDACTED] DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and [REDACTED], a [REDACTED] (“Developer”), each individually referred to herein as “Party” and collectively referred to herein as “Parties.”

**RECITALS**

**WHEREAS**, the District [INSERT FOR MULTI-DISTRICT [REDACTED] Metropolitan District No. [REDACTED], [REDACTED] Metropolitan District No. [REDACTED], and [REDACTED] Metropolitan District No. [REDACTED], (collectively, the “Districts”)] were/was formed and exist/exists as a special district/special districts pursuant to §§ 32-1-101, *et seq.*, C.R.S. (the “Special District Act”) for the purpose of providing certain public improvements and facilities authorized by the Special District Act and its/their Service Plan (as defined below), to and for the use and benefit of the District/Districts, its/their residents, users, property owners and the public (collectively, the “Public Improvements”); and

**WHEREAS**, on [REDACTED], 20[REDACTED], the [REDACTED] of the [REDACTED], Colorado approved the “[REDACTED] [insert title of service plan]” (the “Service Plan”) for the District/Districts [insert any pertinent limitations from Service Plan]; and

[INSERT FOR MULTI-DISTRICT]...

**WHEREAS**, pursuant to the Service Plan, the Districts are to work together and coordinate their efforts with respect to all activities contemplated in the Service Plan, including, but not limited to, the management and administration of the Districts, the structuring of financing, and the coordination of the construction, operation and maintenance of Public Improvements to serve the Districts, their residents, users, property owners and the public; and

**WHEREAS**, the Service Plan further contemplates that the District will own (subject to discretionary transfer to other governmental entities or authorities), construct, operate and maintain the Public Improvements described in the Service Plan benefiting the Districts, and that [District No. 2, District No. 3, District No. 4....] will assist in the payment of costs related thereto; and

**WHEREAS**, in furtherance of its Service Plan, the District will incur capital costs associated with the acquisition and construction of Public Improvements; and

**WHEREAS**, the Districts have entered into or anticipate entering into an [“[REDACTED] [insert title of Intergovernmental Agreement]” dated [REDACTED],

20\_\_\_, (the “Master IGA”) pursuant to which the Districts agree to, among other matters, participate in the repayment of the reimbursement obligations owed by the District to developers for the organization costs and costs associated with the acquisition and construction of Public Improvements from one or more of the following sources: (i) proceeds of bonds or other indebtedness issued by the Districts and any refundings thereof; and/or (ii) any other revenues of the Districts which the Districts determine, in each District’s sole discretion, are available for such purpose, including ad valorem property revenues generated by the Districts; and

**WHEREAS**, the District/Districts currently has insufficient funds to finance the acquisition and construction of the Public Improvements; and

**WHEREAS**, the District has determined that delay in the provision of the Public Improvements will impair the successful development within the boundaries of the District and impair the ability of the District to serve the purposes for which it was formed; and

**WHEREAS**, the Developer has expended funds on behalf of the District previously, and intends to make future payments for costs for certain services directly related to the provision of Public Improvements in furtherance of the District’s permitted purposes, including but not limited to: District organizational costs, engineering, architectural, surveying, construction management, testing, and planning, and related legal, accounting and other professional services (the “Eligible Professional Service Costs”); and

**WHEREAS**, the Developer has advanced funds to the District previously for the District’s payment of District Eligible Costs (hereafter defined), and may advance funds to the District in the future for the District’s payment of District Eligible Costs (the “Advances”); and

**WHEREAS**, the Developer has incurred certain District Eligible Costs (hereafter defined) for Public Improvements that are being dedicated to the District or other governmental entities; and

**WHEREAS**, the Parties desire to establish the terms and conditions under which the District may coordinate the: (i) reimbursement of the Developer for certain Certified District Eligible Costs (hereafter defined) incurred by the Developer for Public Improvements that are being dedicated to other governmental entities; (ii) acquisition of certain Public Improvements that are to be owned by the District and reimbursement of the Developer for certain Certified District Eligible Costs thereof; (iii) reimbursement of the Developer for certain Eligible Professional Service Costs constituting Certified District Eligible Costs; and (iv) reimbursement of Advances; and

**WHEREAS**, the Public Improvements will benefit the community, and the construction thereof is in the public interest and will contribute to the health, safety and welfare of the community at large; and

**WHEREAS**, the District does not intend to direct the design or construction of any Public Improvements by way of this Agreement; and

**WHEREAS**, as of the date of this Agreement the exact scope of the Public Improvements which may be acquired by the District in accordance with § 32-1-1001(1)(f), C.R.S., and subject to the terms and conditions set forth in this Agreement, is unknown; and

**WHEREAS**, the Parties do not intend hereby to enter into a public works contract as defined in § 24-91-103.5(1)(b), C.R.S.; and

**WHEREAS**, the Parties do not intend hereby to enter into a contract for work or materials in accordance with § 32-1-1001(1)(d), C.R.S.; and

**WHEREAS**, the Board of Directors of the District (the “Board”) has determined that the best interests of the District, its residents, users and property owners and the public will be served by the District’s acknowledgement of and provision for the terms of reimbursement of the funds advanced to or expended on behalf of the District; and

**WHEREAS**, included among the Board’s powers, pursuant to §§ 32-1-1001(1)(d), (e), (h) and (i), C.R.S., are the powers to enter into contracts and agreements affecting the affairs of the District; to borrow money and incur indebtedness; to manage, control and supervise the business and affairs of the District; and to appoint, hire, and retain agents, employees, engineers and attorneys; and

**WHEREAS**, the District and Developer desire to enter into this Agreement concerning and recognizing the funds advanced to or expended on behalf of the District and the terms of reimbursement thereof by the District.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

## **COVENANTS AND AGREEMENTS**

1. Recitals. The Recitals set forth above are hereby incorporated into the covenants and agreements set forth below.

2. Purpose of the Agreement. This Agreement establishes the terms and conditions (a) upon which Developer may advance funds to or expend funds on behalf of the District for District Eligible Costs, and (b) upon which the District may make reimbursement to Developer for such advances and/or expenditures. The Parties acknowledge that the District does not presently have the funds to construct the Public Improvements, but in furtherance of the purposes of the District as expressed in the Service Plan, this Agreement shall provide a means by which the District may reimburse the Developer for certain Certified District Eligible Costs (as defined below) of Public Improvements financed and constructed by the Developer or for which the Developer advanced funds to the District to finance and construct. The District is authorized, but shall not be obligated, to accept any Public Improvements and/or District Eligible Costs (defined below) for reimbursement. The District shall not direct the design or construction of any Public Improvements by way of this Agreement. This Agreement is intended to (1) establish guidelines

to be followed by the Board in evaluating any request to accept Public Improvements for ongoing ownership, operation and/or maintenance; (2) establish guidelines to be followed by the Board in evaluating any request from the Developer to accept District Eligible Costs which may be eligible for reimbursement in accordance with this Agreement; and (3) establish the process to be followed for any request from the District for the Developer to advance funds directly to the District for its financing and construction of District Eligible Costs. The existence of circumstances falling within the guidelines set forth in this Agreement shall not establish any obligation on behalf of the District to accept any Public Improvements or make any reimbursement. This Agreement shall not constitute a contract or agreement by the District to accept Public Improvements or reimburse the Developer for any District Eligible Costs. However, upon the District Acceptance (as defined in Section 6(d) of this Agreement) or the execution of an Advance Balance (as provided in Section 4(c) of this Agreement) the District shall utilize reasonable efforts and best practices to timely reimburse the Developer for any Certified District Eligible Costs subject to and in accordance with the terms hereof.

The term "District Eligible Costs" shall mean any and all costs of any kind related to the provision of the Public Improvements that may be lawfully funded by the District under the Special District Act and the Service Plan, inclusive of Eligible Professional Service Costs but exclusive of sales and use and other similar taxes from which the District would otherwise be exempt. The term "Certified District Eligible Costs" shall mean District Eligible Costs with respect to which the District has issued District Acceptance or has executed an Advance Balance as hereinafter provided.

3. Maximum Advance Amount. The Developer hereby agrees to advance funds or expend funds on behalf of the District for District Eligible Costs in one or more installments, provided that in no event shall the total amount that the Developer shall be obligated to advance to the District or expend on behalf of the District, exceed [REDACTED] Dollars and [REDACTED] Cents (\$ [REDACTED]) (the "Maximum Advance Amount"). The Maximum Advance Amount constitutes the maximum amount that may be advanced or expended hereunder for which reimbursement may be made, notwithstanding any payment or prepayment of any portion of the funds advanced or expended pursuant to the terms hereof, unless this Agreement is further supplemented or amended.

4. Advances to the District.

A. The District's accountants on behalf of the Board may from time to time request Advances from the Developer in order to fund District Eligible Costs which will be paid directly by the District and that are consistent with its approved budgets. The District shall provide, at the request of Developer, substantiation of the need for such Advances.

B. The District agrees that it shall apply all such Advances solely to the payment of the District Eligible Expenses, as such costs are budgeted and appropriated as District expenditures. The Advances may not be used for any other purpose without the prior written consent of the Developer.

C. The Parties shall record the amounts of the Advances, any repayment of the Advances, and the interest that has accrued on the Advances periodically on the Outstanding Advance & Reimbursement Obligation form (the "Form"), which is attached hereto as **Exhibit D** and incorporated herein by this reference (each an "Advance Balance"). Further, the District shall direct its accountant to account for any Advances in such fashion that the amounts thereof, including the interest, principal and total amounts outstanding, shall be readily ascertainable. The Developer may request an inspection of the accounting of such funds.

D. The District shall prepare and adopt a budget annually for the duration of this Agreement, and/or at such other times as may be provided by law, which shall be available to the Developer for inspection, upon reasonable request.

E. The District may budget all or a portion of the aggregate amount that may be advanced to or expended on behalf of the District hereunder as "revenue" from year to year, thereby enabling it to appropriate sufficient funds to pay the expenses set forth in its budget.

5. Funds Expended by Developer on Behalf of Districts - Application for Acceptance/Documentary Requirements. The Developer shall initiate a request for reimbursement for District Eligible Costs it has expended on behalf of or for the benefit of the District by submitting the following materials in form and substance satisfactory to the District:

A. Dedicated Public Infrastructure. In addition to the certifications required by Section 6, with respect to Public Improvements that are being dedicated to governmental entities other than the District (which may be directly conveyed to the appropriate accepting governmental entity by the Developer), the Developer shall furnish the following:

i. A completed "Application for Acceptance of District Eligible Costs" on the District's standard form, attached hereto and incorporated herein as **Exhibit A**;

ii. Contracts and any approved change orders therefor;

iii. Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, including lien waivers from all suppliers and subcontractors;

iv. Documentation from the governmental entity to which the Public Improvements are being dedicated evidencing the governmental entity's preliminary or conditional acceptance of such Public Improvements, subject to any applicable warranty period;

v. If requested by the District, a letter agreement in form and substance satisfactory to the District addressing the maintenance of such Public

Improvements during the applicable warranty period, the Developer's commitment to fund the costs of any corrective work that must be completed before final acceptance by the governmental entity to which such Public Improvements are being dedicated, and the Developer's agreement to obtain final acceptance from the governmental entity to which such Public Improvements are being dedicated; and

vi. Such additional information as the District may reasonably require.

B. Acquired Public Infrastructure. In addition to the certifications required by Section 6, with respect to Public Improvements to be acquired by the District from the Developer, the Developer shall furnish the following:

i. A completed "Application for Acceptance of Public Infrastructure" on the District's standard form, attached hereto and incorporated herein as **Exhibit B**;

ii. Contracts and any approved change orders thereof;

iii. Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, including lien waivers from all suppliers and subcontractors and partial releases of any liens for which the Public Improvements serve as collateral (as applicable);

iv. A complete set of digital "as-built" record drawings of the Public Improvements which are certified by a professional engineer registered in the State of Colorado or a licensed land surveyor, as applicable, showing accurate dimensions and location of all Public Improvements. Such drawings shall be in form and content reasonably acceptable to the District;

v. Approved landscape plan and certification by a landscape architect or engineer that all landscape improvements were installed in accordance with the approved landscape plan(s) (*if applicable*);

vi. Test results for improvements conforming to industry standards (compaction test results, concrete tickets, hardscape test results, cut-sheets etc.) (*if applicable*);

vii. Pressure test results for any irrigation system (*if applicable*);

viii. Certification from an engineer or other appropriate design professional stating that (1) the Public Improvements have been inspected for compliance with approved designs, plans and construction standards, (2) the Public Improvements (or their individual components and/or subsystems, if applicable) have been substantially constructed in accordance with the approved



designs, plans and construction standards, and (3) the Public Improvements are fit for their intended purpose (the “Engineer’s Design Certification”);

ix. Assignment, in a form acceptable to the District, of all warranties or guaranties associated with the Public Improvements (or any individual component thereof);

x. Any operation and maintenance manuals;

xi. An executed Bill of Sale and Warranty Agreement in form and substance acceptable to the District;

xii. Evidence that any and all real property interests the District deems necessary to permit the District’s use and occupancy of the Public Improvements have been granted to the District in accordance with the following:

1. The type and form of any instrument granting the District any interest in real property shall be acceptable to the District in its sole discretion, including, but not limited to the following:

a. A special warranty deed;

b. A permanent easement granting the District such rights as the District deems necessary or appropriate for the convenient construction, installation, operation, maintenance, repair, replacement, removal, enlargement, and use of the Public Improvements to be dedicated and in conformance with the requirements of any jurisdiction, public, or private entity or agency to which the District may dedicate or convey the Public Improvements; and/or

c. A dedication of such Public Improvements by plat;

2. The property rights shall be conveyed free and clear of all taxes, assessments, liens, and encumbrances that in the District’s discretion would limit the District’s right to construct, install, operate, maintain, repair, replace, remove, enlarge, and use the Public Improvements, subject only to taxes and assessments for the year in which the conveyance occurs. The District, in its sole discretion may require a title commitment and title insurance at the Developer’s expense; and

xiii. Such additional information as the District may reasonably require.

C. Eligible Professional Service Costs. With respect to Eligible Professional Service Costs, the Developer shall furnish the following:

i. A completed “Application for Acceptance of Eligible Professional Service Costs” on the District’s standard form, attached hereto and incorporated herein as **Exhibit C**;

ii. Information satisfactory to the District establishing the amount of the Eligible Professional Service Costs, which may include, but shall not be limited to, contracts with parties furnishing services of a capital nature, invoices and evidence of payment of same, and copies of work product or materials produced; and

iii. Such additional information as the District may reasonably require.

6. Application Review Procedures/District Acceptance/Conveyance/Warranties. Following receipt of an Application for Acceptance of District Eligible Costs, an Application for Acceptance of Public Improvements or an Application for Acceptance of Eligible Professional Service Costs as described above (collectively referred to below inclusive of supporting documentation as an “Application”), and within a reasonable period of time thereafter:

A. The District’s manager, or, in the event the District does not have a manager, its accountant or legal counsel, shall review the Application to ensure all required materials have been submitted with the Application. Incomplete Applications will not be processed and will be returned to the Developer to complete and resubmit to the District.

B. The District’s engineer shall review the invoices and other material submitted as part of the Application to substantiate the District Eligible Costs and shall issue a cost certification in form and substance reasonably acceptable to the District (1) certifying that the Public Improvements are public improvements which the District is legally permitted to fund; (2) declaring the total amount of District Eligible Costs associated with the Public Improvements proposed for acquisition and/or reimbursement; and (3) certifying that such costs are reasonable and appropriate for the type of Public Improvements being constructed in the vicinity of the District’s boundaries (the “Engineer’s Cost Certification”). An Engineer’s Cost Certification is not required for the reimbursement of Eligible Professional Service Costs, provided however, Eligible Professional Service Costs may be included in the Engineer’s Cost Certification.

C. The District’s accountant shall review the Engineer’s Cost Certification or invoices and other material submitted as part of the Application as appropriate to substantiate the District Eligible Costs. To the extent the District’s accountant cannot certify all District Eligible Costs set forth in the Engineer’s Cost Certification, the District accountant and engineer shall work together to resolve any discrepancies and provide written notice to the Developer of any final adjustments to the total Certified District Eligible Costs.

D. Upon receipt of a satisfactory Application, Engineer's Cost Certification, and completion of the District accountant's review as set forth above, as applicable, and within a reasonable time thereafter, the District shall schedule a meeting to allow the District's Board to consider acceptance of the District Eligible Costs and any related Public Improvements (subject to any variances or waivers which the District may allow in its sole and absolute discretion), with any reasonable conditions the District may specify (the "District Acceptance").

7. Repayment of Advances and Certified District Eligible Costs.

A. The District shall repay Advances and/or Certified District Eligible Costs approved by the District pursuant to this Agreement from the proceeds of loans or bonds issued by the District, and/or other legally available funds of the District not otherwise required for operations, maintenance, capital improvements, and debt service costs and other expenses of the District. Any mill levy certified by the District for the purposes of repaying Certified District Eligible Costs hereunder (if any) shall not exceed fifty (50) mills, pursuant to § 32-1-1101(6)(b), C.R.S., less amounts needed to service existing debt of the District and shall be further subject to any restrictions provided in the Service Plan, electoral authorization, or any applicable laws. The maximum mill levy established in the preceding sentence shall apply only to the extent that the District certifies a mill levy to directly fund Advances and/or Certified District Eligible Costs under this Agreement and shall not apply as a limit on any mill levy that may be pledged to any loans, bonds or other indebtedness, including [Reimbursement Obligations (defined below)] [remove if not using Reimbursement Obligations or the use of debt authorization].

B. The provision for repayment of amounts due hereunder, as set forth in Section 7(A) hereof, shall be subject to annual appropriation by the District. Nothing shall prohibit the issuance of Reimbursement Obligations to pay Advances and/or Certified District Eligible Costs on terms that are not subject to annual appropriation, as further set forth in Section 9 hereof [remove if not using Reimbursement Obligations].

C. The District Accountant shall maintain an annual ledger of balances reflecting outstanding Advances and/or Certified District Eligible Costs approved by the District and any payments made by the District for the same.

D. INSERT FOR MULTI-DISTRICT...In addition, proceeds of loans or bonds issued by the [District No. 2, District No. 3, District No. 4....], such issuance to occur in each [District No. 2, District No. 3, District No. 4....] sole discretion, may also be used for repayment of Advances and/or Certified District Eligible Costs, subject to and in accordance with the Master IGA, as may be amended from time to time.

8. Interest on Advances and Certified District Eligible Costs. With respect to any Advances and/or Certified District Eligible Costs accepted in accordance with this Agreement, such Advances and/or Certified District Eligible Costs shall bear simple interest at a rate of eight percent (8%) per annum [check service plan limitations] from the date such costs are incurred by

the Developer, provided, however, that no interest shall begin to accrue on any Advance made to the District prior to the date on which an order declaring the District organized was recorded in the real property records of [REDACTED] County, which date was [REDACTED], and the interest shall stop accruing under this Agreement on the earlier of the date a Reimbursement Obligation is issued or the date of payment of such amount in full. Upon issuance of any Reimbursement Obligation, the amount due and owing represented by said obligation shall accrue interest as provided for in such Reimbursement Obligation.

9. Issuance of Reimbursement Obligations. [Remove this section if not allowing for Reimbursement Obligations]

A. Subject to the conditions of this Section 9, if requested by the Developer, and subject to approval by the District, in its sole discretion, the District shall issue one or more promissory notes payable to the Developer, in such principal amounts equal to the Advances and/or Certified District Eligible Costs (the “Reimbursement Obligations”). Unless otherwise mutually agreed, such Reimbursement Obligations shall be secured by the District’s pledge of an ad valorem property tax in the maximum amount permitted by the District’s Service Plan and its electoral authorization, the proceeds of any bonds or other indebtedness issued by the District (with such proceeds being applied first to redeem the balance of the Reimbursement Obligations before any other use), and any other legally available revenues of the District that are pledged to the payment thereof. Such Reimbursement Obligations shall mature on a date or dates, and bear interest at a market rate not more than 8%, to be determined at the time of issuance of such Reimbursement Obligations. The District shall be permitted to prepay any Reimbursement Obligation, in whole or in part, at any time without redemption premium or other penalty, but with interest accrued to the date of prepayments on the principal amount prepaid. The Parties shall negotiate in good faith the final terms and conditions of the Reimbursement Obligation. If any payment obligations under this Agreement are converted into Reimbursement Obligations, the Reimbursement Obligations (as compared to this Agreement) govern with respect to those obligations.

B. The issuance of any Reimbursement Obligation shall be subject to the availability of an exemption (if required) from the registration requirements of § 11-59-106, C.R.S., and shall be subject to such prior filings with the Colorado State Securities Commissioner as may be necessary to claim such exemption, in accordance with § 11-59-110, C.R.S., and any regulations promulgated thereunder.

C. In connection with the issuance of any such Reimbursement Obligation, the District shall make such filings as it may deem necessary to comply with the provisions of § 32-1-1604, C.R.S., as amended.

D. To the extent such Reimbursement Obligations may be issued as tax-exempt obligations, and upon the request of the Developer, such obligations shall be issued with a tax-exempt opinion of nationally recognized bond counsel.

E. The District shall bear the costs of issuance of the Reimbursement Obligations.

10. Colorado Open Records Act.

A. Application of the Act. The Developer acknowledges and agrees that all documents in the District's possession or which the District has a right to have in its possession pursuant to this Agreement, including documents submitted by the Developer, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 et seq., Colorado Revised Statutes, and the Developer acknowledges that the District shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Developer shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Developer is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Developer.

B. Confidential or Proprietary Materials. If the Developer deems any document(s) which it submits to the District to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

C. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Developer to the District or which the District has a right to have in its possession pursuant to this Agreement, the District's sole involvement will be as stakeholder retaining the document(s) or having a right thereto until otherwise ordered by the court, and the Developer shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

11. Term/Termination. Subject to annual appropriation by the District, this Agreement shall terminate upon mutual agreement of the Parties, provided, however, if not earlier terminated, this Agreement and any obligation of the District to reimburse the Developer shall expire on the date that is forty (40) years after the Effective Date (the "Termination Date"). In the event that any amount of principal or interest for any Advances or Certified District Eligible Cost remains unpaid pursuant to this Agreement on such Termination Date, any amount of principal and interest outstanding on such date shall be deemed to be forever discharged and satisfied in full, and upon such discharge, the Developer will have no recourse to the District for the payment of any amount of principal of and interest remaining unpaid hereunder. Notwithstanding any provision herein to the contrary, the District's obligations to reimburse the Developer for any and all funds advanced or otherwise payable to the Developer under and pursuant to this Agreement (whether the Developer has already advanced or otherwise paid such funds or intends to make such advances or payments in the future) shall terminate automatically and be of no further force or effect upon the occurrence of: (a) the Developer's voluntary

dissolution, liquidation, winding up or cessation to carry on business activities as a going concern; (b) administrative dissolution (or other legal process not initiated by the Developer dissolving the Developer as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process; or (c) the initiation of bankruptcy, receivership or similar process or actions with regard to the Developer (whether voluntary or involuntary). The termination of the District's reimbursement obligations as set forth in this Section shall be absolute and binding upon the Developer, its successors and assigns. The Developer, by its execution of this Agreement, waives and releases any and all claims and rights, whether existing now or in the future, against the District relating to or arising out of the District's reimbursement obligations under this Agreement in the event that any of the occurrences described in this Section occur.

12. Default.

A. Event of Default. It shall be an "Event of Default" or a "Default" under this Agreement if the District or the Developer defaults in the performance or observance of any of the covenants, agreements, or conditions set forth herein (whatever the reason for such event or condition and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree, rule, regulation, or order of any court or any administrative or governmental body).

B. Grace Periods. Upon the occurrence of an Event of Default, the defaulting Party shall, upon written notice from the non-defaulting Party, proceed immediately to cure or remedy such Default and, in any event, such Default shall be cured within thirty (30) days after receipt of such notice, or, if such default is of a nature which is not capable of being cured within the applicable time period, shall be commenced within such time period and diligently pursued to completion.

C. Remedies on Default. Whenever any Event of Default occurs and is not cured under this Agreement, the non-defaulting Party injured by such Default and having a remedy under this Agreement may take any one or more of the following actions:

i. Suspend performance under this Agreement until it receives assurances from the defaulting Party, deemed adequate by the non-defaulting Party, that the defaulting Party will cure its Default and continue its performance under this Agreement; or

ii. Proceed to protect and enforce its respective rights by such suit, action, or special proceedings as the non-defaulting Party deems appropriate under the circumstances, including without limitation an action in mandamus or for specific performance.

D. Delay or Omission No Waiver. No delay or omission of any Party to exercise any right or power accruing upon any Event of Default shall exhaust or impair any such right or power or shall be construed to be a waiver of any such Event of Default, or

acquiescence therein; and every power and remedy given by this Agreement may be exercised from time to time and as often as may be deemed expedient.

E. No Waiver of One Default to Affect Another; All Remedies Cumulative. No waiver of any Event of Default hereunder by a Party shall extend to or affect any subsequent or any other then existing Event of Default or shall impair any rights or remedies consequent thereon. All rights and remedies of the Parties provided herein shall be cumulative and the exercise of any such right or remedy shall not affect or impair the exercise of any other right or remedy.

F. Discontinuance of Proceedings; Position of Parties Restored. In case a Party shall have proceeded to enforce any right hereunder and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Party, then and in every such case the Parties shall be restored to their former positions and rights hereunder, and all rights, remedies, and powers of the Parties shall continue as if no such proceedings had been taken.

G. Attorneys' Fees. If a Party must commence legal action to enforce its rights and remedies under this Agreement, the prevailing Party shall be paid, in addition to any other relief, its costs and expenses, including reasonable attorneys' fees, of such action or enforcement.

13. Indemnification. The Developer hereby agrees to indemnify and save harmless the District from all claims and/or causes of action, including mechanic's liens, arising out of the performance of any act or the nonperformance of any obligation with respect to the Public Improvements conveyed to the District by the Developer.

14. Agreement Not an Indebtedness or Multiple Fiscal Year Financial Obligation – Subject to Annual Appropriations. The payment obligations under this Agreement, except to the extent converted into Reimbursement Obligations, [remove if not using Reimbursement Obligations] shall be subject to annual appropriation by the Board in its sole discretion. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect district debt or other financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution.

15. Notice and Place for Payments. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing and shall be delivered in person, by certified mail, postage prepaid, return receipt requested, by a commercial overnight courier that guarantees next day delivery and provides a receipt, or by electronic mail communications ("E-Mail"), and such notices shall be addressed as follows:



To the District:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

Icenogle Seaver Pogue, P.C.  
4725 S. Monaco Street, Suite 360  
Denver, Colorado 80237  
Telephone No. 303-292-9100  
Facsimile No. 303-292-9101

To Developer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as either party may from time to time specify in writing to the other party. Notice shall be considered delivered upon delivery by certified mail, overnight courier, E-Mail or upon hand delivery. When using E-Mail to provide notice, the receiving party must respond via "reply" acknowledging receipt of the E-Mail notification or a read receipt or delivery receipt must be provided to the sender. If the sending party fails to receive acknowledgement of such receipt, an alternative form of notification must be used.

16. Amendments. This Agreement contains all of the terms agreed upon by and among the Parties. This Agreement may only be amended or modified by a writing executed by both Parties.

17. Binding Effect. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the Parties.

18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the funds advanced to or expended on behalf of the District by the Developer for District Eligible Costs and sets forth the rights, duties and obligations of each Party to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

19. Time Is of the Essence. Time is of the essence hereof; provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.



20. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. 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.

21. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

22. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

23. Applicable Laws. 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.

24. Negotiated Provisions. This Agreement shall not be construed more strictly against one Party than against any other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.

25. Assignment. This Agreement may not be assigned. Any purported assignment in violation of the provisions hereof shall be void and ineffectual.

26. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Developer shall be for the sole and exclusive benefit of the District and the Developer.

27. Authority. By its execution hereof, each Party hereto represents and warrants that its representative signing hereunder has full power and lawful authority to execute this document and bind the respective Party to the terms hereof.

28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and 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.

**[The remainder of this page intentionally left blank.]**

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective the day and year first written above.

 DISTRICT:

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

DEVELOPER.:



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

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

ATTEST:

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

**EXHIBIT A**  
Application for Acceptance of District Eligible Costs

**\_\_\_\_\_ District**  
**Application for Acceptance of District Eligible Costs**

**Applicant Name:** \_\_\_\_\_

**Applicant Address:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Daytime Phone #:** (     ) \_\_\_\_\_ **Alt./Cell:** (     ) \_\_\_\_\_

**Email:** \_\_\_\_\_

**Description and Location of Public Improvements:** (please include a narrative description and attach maps/exhibits showing the location of all improvements) \_\_\_\_\_

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**Public Improvement Category and Costs:**

<b>Description of Improvement</b>	<b>Entity(ies) that Will Own, Operate and/or Maintain Improvements (please specify)</b>	<b>Improvements (1) Already Located within Necessary Public Property (2) or Additional Property Dedication Necessary (please specify)</b>	<b>Hard Construction Costs (including staking and testing) <i>Please include name of vendor next to dollar amount</i></b>	<b>Soft Costs (including engineering, legal, planning, landscape &amp; irrigation design) <i>Please include name of vendor next to dollar amount</i></b>
Street Improvements				
Water Improvements				
Sanitary Sewer Improvements				
Parks & Recreation, Landscaping & Irrigation				
Traffic & Safety				
Public Transportation				
Television Relay & Translation				
Mosquito Control				
Security Improvements				

<b>PRIOR COSTS</b>	
<b>Amount</b>	<b>Description of Costs</b>

**Required to be submitted:**

- ☐ Completed and Signed Application
- ☐ Contracts and Approved Change Orders
- ☐ Invoices and Pay Applications

- ☐ Evidence of Payment
- ☐ Lien Waivers
- ☐ Acceptance Letters for Improvements from Applicable Jurisdictions
- ☐ Agreement Addressing Maintenance and Corrective Work Prior to Final Acceptance (if applicable)
- ☐ Any other information reasonably requested by District

If any of the materials above are not included in the submission, please provide reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Total amount of District Eligible Costs requested for reimbursement: \$**\_\_\_\_\_

**By its signature below,** Applicant certifies that this Application for Acceptance of District Eligible Costs and all documents submitted in support of this application are true and correct, that the Applicant is authorized to sign this application, and the costs submitted for reimbursement herein qualify as District Eligible Costs in accordance with the Advance and Reimbursement and Facilities Acquisition Agreement, dated  .

**Signature:** \_\_\_\_\_

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

For Internal Use Only	
<p><b>District Engineer's Review</b></p> <p>I have reviewed the Application for Acceptance of District Eligible Costs and all documentation in support thereof (the "Application") and have conducted any field examinations as I have deemed necessary. I hereby find that the Application is complete, and recommend that the District accept this Application for consideration.</p> <p>The attached Engineer's Cost Certification sets forth (1) the Public Improvements which the District is legally permitted to fund; (2) the total amount of District Eligible Costs associated with the Public Improvements proposed for acquisition and/or reimbursement; and (3) certifies that such costs are reasonable and appropriate for the type of Public Improvements being constructed in the vicinity of the District's boundaries.</p>	<p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Company: _____</p> <p>Date: _____</p>
<p><b>Notes:</b></p>	

For Internal Use Only	
<p><b>District Accountant's Review</b></p> <p>I have reviewed the Engineer's Cost Certification and the Application for Acceptance of District Eligible Costs and documentation in support thereof (the "Application"). I hereby recommend the District accept the Application for consideration of the total amount of District Eligible Costs associated with the Public Improvements as set forth in the attached Engineer's Cost Certification.</p>	<p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Company: _____</p> <p>Date: _____</p>
<p><b>Notes:</b></p>	

**EXHIBIT B**  
Application for Acceptance of Public Infrastructure

**\_\_\_\_\_ District**  
**Application for Acceptance of Public Infrastructure**

**Applicant Name:** \_\_\_\_\_

**Applicant Address:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Daytime Phone #:** (     ) \_\_\_\_\_ **Alt./Cell:** (     ) \_\_\_\_\_

**Email:** \_\_\_\_\_

**Description and Location of Public Infrastructure: (please include a narrative description and attach maps/exhibits showing the location of all improvements)** \_\_\_\_\_

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**Public Improvement Category and Costs:**



<b>Description of Improvement</b>	<b>Entities that will Own, Operate and/or Maintain Improvements (please specify)</b>	<b>Improvements (1) Already Located within District Property (including easements or ROW) or (2) Additional Property Dedication Necessary (please specify)</b>	<b>Hard Construction Costs (including staking and testing) <i>Please include name of vendor next to dollar amount</i></b>	<b>Soft Costs (including engineering, legal, planning, landscape &amp; irrigation design) <i>Please include name of vendor next to dollar amount</i></b>
Street Improvements				
Water Improvements				
Sanitary Sewer Improvements				
Parks & Recreation, Landscaping & Irrigation				
Traffic & Safety				
Public Transportation				
Television Relay & Translation				
Mosquito Control				
Security Improvements				

**Required to be submitted:**

- ☐ Completed and Signed Application
- ☐ Bid Tabulation and Evaluation
- ☐ Contracts and Approved Change Orders
- ☐ Invoices and Pay Applications
- ☐ Evidence of Payment
- ☐ Lien Waivers
- ☐ As-Built Record Drawings certified by a professional engineer or licensed land surveyor

- ☐ Approved Landscape Plan and Landscape Architect or Engineer Certification of Landscape Improvements (if applicable)
- ☐ Test Results for improvements conforming to industry standards, Videos, CADD files, etc.
- ☐ Pressure Test Results for any irrigation system (if applicable)
- ☐ Partial Release from lender (if applicable)
- ☐ Engineer's Design Certification
- ☐ Assignment of Warranties or Guaranties
- ☐ Operation and Maintenance Manuals
- ☐ Signed Bill of Sale and Warranty Agreement
- ☐ Evidence of Real Property Interests in favor of District (if applicable)
  - ☐ Title Commitment/Insurance (if applicable)
  - ☐ Special Warranty Deed (if applicable)
  - ☐ Easement (if applicable)
  - ☐ Plat Dedication (if applicable)
  - ☐ Other (if applicable)

If any of the materials above are not included in the submission, please provide reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Total amount of District Eligible Costs requested for reimbursement: \$** \_\_\_\_\_

**By its signature below**, Applicant certifies that this Application for Acceptance of Public Infrastructure and related District Eligible Costs and all documents submitted in support of this application are true and correct, and that the Applicant is authorized to sign this application, the costs submitted for reimbursement herein qualify as District Eligible Costs in accordance with the Advance and Reimbursement and Facilities Acquisition Agreement, and convey the Public Infrastructure pursuant to that Advance and Reimbursement and Facilities Acquisition Agreement, dated [REDACTED].

**Signature:** \_\_\_\_\_

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

For Internal Use Only	
<p><b>District Engineer's Review</b></p> <p>I have reviewed the Application for Acceptance of District Eligible Costs and all documentation in support thereof (the "Application") and have conducted any field examinations as I have deemed necessary. I hereby find that the Application is complete, and recommend that the District accept this Application for consideration.</p> <p>The attached Engineer's Cost Certification sets forth (1) the Public Improvements which the District is legally permitted to fund; (2) the total amount of District Eligible Costs associated with the Public Improvements proposed for acquisition and/or reimbursement; and (3) certifies that such costs are reasonable and appropriate for the type of Public Improvements being constructed in the vicinity of the District's boundaries.</p>	<p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Company: _____</p> <p>Date: _____</p>
<p><b>Notes:</b></p>	

For Internal Use Only	
<p><b>District Accountant's Review</b></p> <p>I have reviewed the Engineer's Cost Certification and the Application for Acceptance of District Eligible Costs and documentation in support thereof (the "Application"). I hereby recommend the District accept the Application for consideration of the total amount of District Eligible Costs associated with the Public Improvements as set forth in the attached Engineer's Cost Certification.</p>	<p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Company: _____</p> <p>Date: _____</p>
<p><b>Notes:</b></p>	

## EXHIBIT C

Application for Acceptance of Eligible Professional Service Costs

**\_\_\_\_\_ District**  
**Application for Acceptance of Eligible Professional Service Costs**

**Applicant Name:** \_\_\_\_\_

**Applicant Address:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Daytime Phone #:** (     ) \_\_\_\_\_ **Alt./Cell:** (     ) \_\_\_\_\_

**Email:** \_\_\_\_\_

**Description of the nature of the Eligible Professional Service Costs, including the relationship to Public Infrastructure:** \_\_\_\_\_

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**Public Improvement Category and Costs:**

<b>Description of Improvement</b>	<b>Entity(ies) That Will Own, Operate and/or Maintain Improvements</b>	<b>Improvements located within Public Property, Public Easements, or Public ROW (please specify)</b>	<b>Soft Costs</b> (including engineering, legal, planning, landscape & irrigation design) <i>Please include name of vendor next to dollar amount</i>
District Organizational Costs			
Street Improvements			
Water Improvements			
Sanitary Sewer Improvements			
Parks & Recreation, Landscaping & Irrigation			
Traffic & Safety			
Public Transportation			
Television Relay & Translation			
Mosquito Control			
Security Improvements			

<b>PRIOR COSTS</b>	
<b>Amount</b>	<b>Description of Costs</b>

**Required to be submitted:**

- ☐ Completed and Signed Application

- ☐ Contracts and Approved Change Orders/Engagement Letters
- ☐ Invoices and Pay Applications
- ☐ Evidence of Payment
- ☐ Any other information reasonably requested by District

If any of the materials above are not included in the submission, please provide reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Total amount of District Eligible Costs requested for reimbursement: \$** \_\_\_\_\_

**By its signature below,** Applicant certifies that this Application for Acceptance of Eligible Professional Service Costs and all documents submitted in support of this application are true and correct, that the Applicant is authorized to sign this application, and the costs submitted for reimbursement herein qualify as District Eligible Costs in accordance with the Advance and Reimbursement and Facilities Acquisition Agreement, dated [REDACTED].

**Signature:** \_\_\_\_\_

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

For Internal Use Only	
<p><b>District Accountant's Review</b></p> <p>I have reviewed the Engineer's Cost Certification (if applicable) and the Application for Acceptance of District Eligible Costs and documentation in support thereof (the "Application"). I hereby recommend the District accept the Application for consideration of the total amount of District Eligible Costs associated with the Public Improvements as set forth in the attached Engineer's Cost Certification (if applicable) or in the following amount \$ _____.</p>	<p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Company: _____</p> <p>Date: _____</p>
<p><b>Notes:</b></p>	

**EXHIBIT D**  
Outstanding Advance & Reimbursement Obligation Form

In accordance with Section 4(c) of the *Advance and Reimbursement Agreement and Facilities Acquisition Agreement*, dated [REDACTED], 20[REDACTED] the Parties agree that the information recorded below represents the outstanding Advances as between the Parties on the date indicated.

DATE: [REDACTED]

**ADVANCE**

Advances made by [REDACTED] as of the above date:

Total current outstanding Advance balance: [REDACTED]

**[The remainder of this page intentionally left blank.]**

 DISTRICT:

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

:

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

ATTEST:

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



## DISCLOSURE TO PURCHASERS

### Wilshire Metropolitan District No. 1 Wilshire Metropolitan District No. 2

As required pursuant to Section X.B. of the Service Plan for Wilshire Metropolitan District Nos. 1 & 2, this Disclosure to Purchasers has been prepared by Wilshire Metropolitan District Nos. 1 & 2 (the “**Districts**”) to provide information regarding the Districts.

1. Name of District(s):	Wilshire Metropolitan District No. 1 and Wilshire Metropolitan District No. 2 (combined under a consolidated Service Plan), a map of the boundaries of which is attached hereto as <b>Exhibit A</b> .
2. Report for Calendar Year:	2025
3. Contact Information	<p>c/o Icenogle Seaver Pogue, P.C. 4725 South Monaco Street, Suite 360 Denver, Colorado 80237 <a href="mailto:Jivey@ISP-Law.com">Jivey@ISP-Law.com</a> (303) 867-3003 Facsimile: 303.292.9101</p> <p>c/o Wisdom Management, LLC d/b/a WSDM 3204 N. Academy Blvd., Ste. 100 Colorado Springs, Colorado 80917 Attn: Rebecca Harris <a href="mailto:Rebecca.H@wsdistricts.co">Rebecca.H@wsdistricts.co</a> (719) 447-1777</p>
4. Meeting Information	<p>A regular meeting will be held for all Districts on _____, 2026 at __:__.M. via online meeting at _____ and via telephone at Dial In: _____; Meeting ID: _____; Passcode: _____.</p> <p>Meeting dates, times, and locations are subject to change.</p> <p>The URL Domain _____ is designated as the official website and posting place for notices of meetings pursuant to Sections 24-6-402(2)(c) and 32-1-104.5, C.R.S. If the Districts are unable to post notice on their official website, the following location is designated as the posting place for notices of meetings in 2026 for purposes of § 24-6-402(2)(c), C.R.S., is as follows:</p> <p>Wilshire Metropolitan District No. 1:</p>

	<p>_____.</p> <p>Wilshire Metropolitan District No. 2:</p> <p>_____.</p>
5. Type of District(s)/ Unique Representational Issues (if any)	The Districts consist of 2 separate but interrelated Colorado Revised Statutes Title 32 Metropolitan Districts.
6. Authorized Purposes of the Districts	The Service Plan authorizes the Districts to provide the following facilities and services: water; sanitation; storm drainage and flood and surface drainage; street improvements, transportation and safety protection; parks and recreation; mosquito control; covenant enforcement and design review; television relay and translation; solid waste disposal; and security services. The District may provide limited fire protection facilities or services.
7. Active Purposes of the Districts	The primary active purpose of the Districts is to finance the construction of a part or all of various public improvements necessary and appropriate for the development of the project. Additional major purposes include ongoing service and maintenance of public improvements.
8. Current Certified Mill Levies <ul style="list-style-type: none"> <li>a. Debt Service</li> <li>b. Operational</li> <li>c. Special Purpose</li> <li>d. Total</li> </ul>	<ul style="list-style-type: none"> <li>a. 0.000 Mills</li> <li>b. 0.000 Mills</li> <li>c. 0.000 Mills</li> <li>d. 0.000 Mills</li> </ul>
9. Sample Calculation of Current Mill Levy for a Residential and Commercial Property (as applicable).	<p>A sample Wilshire Metropolitan District No. 1 Current Mill Levy Calculation for a Residential Property has not been included since the Wilshire Metropolitan District No. 1 does not currently impose a mill levy.</p> <p>A sample Wilshire Metropolitan District No. 1 Current Mill Levy Calculation for a Commercial Property has not been included as the Wilshire Metropolitan District No. 1 is anticipated to be comprised of residential development only.</p> <p>A sample Wilshire Metropolitan District No. 2 Current Mill Levy Calculation for a Residential Property has not been included since the Wilshire Metropolitan District No. 2 is anticipated to be comprised of commercial development only.</p>

	<p>A sample Wilshire Metropolitan District No. 2 Current Mill Levy Calculation for a Commercial Property has not been included as the Wilshire Metropolitan District No. 2 does not currently impose a mill levy.</p>
<p>10. Maximum Authorized Mill Levy Caps (Note: these are maximum allowable mill levies which could be certified in the future unless there was a change in state statutes or Board of County Commissioners approvals)</p> <p>a. Debt Service b. Operational c. Special Purpose d. Total</p>	<p><u>Wilshire Metropolitan District No. 1:</u> a. 50.0000 Mills (as may be adjusted) b. 10.000 Mills (as may be adjusted) c. 5.000 Mills (as may be adjusted) d. 65.000 Mills (as may be adjusted) Max Combined Mill Levy</p> <p><u>Wilshire Metropolitan District No. 2:</u> a. 50.0000 Mills (as may be adjusted) b. 10.000 Mills (as may be adjusted) c. 5.000 Mills (as may be adjusted) d. 65.000 Mills (as may be adjusted) Max Combined Mill Levy</p>
<p>11. Sample Calculation of Maximum Authorized Mill Levy Cap for a Residential and Commercial Property (as applicable).</p>	<p>Assumptions:</p> <p>\$300,000.00 is the total actual value of the sample single-family home.</p> <p>\$500,000.00 is the total actual value of the sample commercially assessed property.</p> <p>Aggregate maximum total mill levy for the <u>Wilshire Metropolitan District No. 1</u> is 65.000 mills.</p> <p>Sample <u>Wilshire Metropolitan District No. 1</u> Mill Levy Calculation for a <u>Residential Property</u>:</p> <p><math>\\$300,000 \times .0625 = \\$18,750</math> (Assessed Value)  <math>\\$18,750 \times 65.000 \text{ mills} = \text{\\$1,219 per year}</math> in sample taxes owed solely to this District if the District imposes its projected total maximum mill levy.</p> <p>A sample <u>Wilshire Metropolitan District No. 1</u> Maximum Mill Levy Calculation for a <u>Commercial Property</u> has not been included as the Wilshire Metropolitan District No. 1 is anticipated to be comprised of residential development only.</p> <p>Sample <u>Wilshire Metropolitan District No. 2</u></p>

	<p>Maximum Mill Levy Calculation for a <u>Commercial Property</u>:</p> <p>\$500,000 x .2900= \$145,000 (Assessed Value)  \$145,000 x 65.000 mills = <b>\$9,425 per year</b> in sample taxes owed solely to this District if the District imposes its projected total maximum mill levy.</p> <p>A sample <u>Wilshire Metropolitan District No. 2</u> Maximum Mill Levy Calculation for a <u>Residential Property</u> has not been included as the Wilshire Metropolitan District No. 2 is anticipated to be comprised of commercial development only.</p>
12. Current Outstanding Debt of the Districts (as of the end of year of this report)	None.
13. Total voter-authorized debt of the Districts (including current debt)	At the November 4, 2025 election of each of the Districts, voters authorized a maximum principal amount of debt of \$20,000,000 for the various categories of public improvements, along with additional debt authorization for operations and maintenance, refunding, intergovernmental agreements, reimbursement agreements, mortgage, and construction management agreements.
14. Debt proposed to be issued, reissued or otherwise obligated in the coming year.	The Financial Plan included within the Districts' Service Plan proposes a 2026 debt issuance.
15. Major facilities/ infrastructure improvements initiated or completed in the prior year	The following major facilities or infrastructure improvements were initiated or completed in 2025: none.
16. Summary of major property exclusion or inclusion activities in the past year.	There were no inclusions or exclusions of property in 2025.
17. Fees	In addition to property taxes, the Districts may also rely upon various other revenue sources authorized by law to offset the expenses of capital construction and district management, operations and maintenance. Pursuant to its Service Plan, the Districts have the power to assess fees, rates, tolls, penalties, or charges as provided in Title 32 of the Colorado Revised Statutes, as amended. At the present time, the Districts do not currently anticipate imposing fees. Capital facility fees/development fees, if imposed, would be anticipated to be used to pay

	<p>down any Debt issued by the Districts and operations, maintenance and administrative fees may be imposed by the Districts. For a current fee schedule, please contact the Districts' Manager and/or General Counsel at the contact information provided above.</p>
18. Developer Funding Agreements	<p>The Districts' Service Plan anticipates that the Districts may enter into Developer Funding Agreements with a Developer (as defined in the Service Plan) whereby the Developer may fund organizational costs, the costs of capital improvements, and funding for operations and maintenance expenses of the Districts, subject to the Developer being repaid from future revenues of the Districts.</p>

**EXHIBIT A**

**Map of Districts' Boundaries**

STATE OF COLORADO  
COUNTY OF EL PASO  
WILSHIRE METROPOLITAN DISTRICT NO. 1  
2025 BUDGET RESOLUTION

The Board of Directors of the Wilshire Metropolitan District No. 1 (the “District”), El Paso County, Colorado held an organizational meeting on Tuesday, January 27, 2026, at the hour of 2:00 P.M., via videoconference at <https://us06web.zoom.us/j/82711155793?pwd=ablVakwYte03R10aP3okxLjg0rGabv.1&jst=1> and via telephone conference at Dial-In: 1-719-359-4580, Meeting ID: 827 1115 5793, Passcode: 008040.

The following members of the District’s Board of Directors (the “Board”) were present:

Vanja Hrustanovic  
Libertad Roxana Soto  
Dzelal Hrustanovic  
Brannon Loines  
Jamilex Dukes

Also present were: Alicia J. Corley, Icenogle Seaver Pogue, P.C.; and Rebecca Harris, Wisdom Management, LLC d/b/a WSDM.

Ms. Corley reported that proper notice was made to allow the Board to conduct a public hearing on the 2025 budget and, prior to the meeting, each of the directors had been notified of the date, time and place of this meeting and the purpose for which it was called. It was further reported that this meeting is an organizational meeting of the Board and that a notice of organizational meeting was posted in the designated public place within the boundaries of the District no less than twenty-four hours prior to the holding of the meeting, and to the best of her knowledge, remains posted to the date of this meeting.

Thereupon, Director \_\_\_\_\_ introduced and moved the adoption of the following Resolution:

### RESOLUTION

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET, APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN AND LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2025 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE WILSHIRE METROPOLITAN DISTRICT NO. 1, EL PASO COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2025 AND ENDING ON THE LAST DAY OF DECEMBER 2025.

WHEREAS, the Board has authorized its treasurer and accountant to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget is fifty thousand dollars (\$50,000.00) or less, due and proper notice was made by posting in three public places within the District's boundaries a notice indicating (i) the date and time of the hearing at which the adoption of the proposed budget will be considered; (ii) that the proposed budget is available for inspection by the public at a designated place; (iii) that any interested elector of the District may file any objections to the proposed budget at any time prior to the final adoption of the budget by the District; and (iv) if applicable, the amount of the District's increased property tax revenues resulting from a request to the Division pursuant to Section 29-1-302(1), C.R.S.; and the Affidavit of Posting evidencing the same is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the proposed budget was open for inspection by the public at the designated place; and

WHEREAS, a public hearing was held on Tuesday, January 27, 2026 and interested electors were given the opportunity to file or register any objections to said proposed budget and any such objections were considered by the Board; and

WHEREAS, the budget being adopted by the Board has been prepared based on the best information then available to the Board, including regarding the effects of Section 29-1-301, C.R.S., and Article X, Section 20 of the Colorado Constitution; and

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

WHEREAS, pursuant to Section 29-1-113(1), C.R.S., the Board shall cause a certified copy of the budget, including the budget message and any resolutions adopting the budget, appropriating moneys and fixing the rate of any mill levy, to be filed with the Division of Local



Government within thirty (30) days following the beginning of the fiscal year of the budget adopted; and

WHEREAS, pursuant to Section 32-1-1201, C.R.S., the Board shall determine in each year the amount of money necessary to be raised by taxation, taking into consideration those items required by law, and shall certify the rate so fixed to the board of county commissioners of each county within the District or having a portion of its territory within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WILSHIRE METROPOLITAN DISTRICT NO. 1, EL PASO COUNTY, COLORADO:

Section 1. Summary of 2025 Revenues and 2025 Expenditures. That the estimated revenues and expenditures for each fund for fiscal year 2025, as more specifically set forth in the budget attached hereto as Exhibit B and incorporated herein by this reference, are accepted and approved.

Section 2. Adoption of Budget. That the budget as submitted, and if amended, then as amended, and attached hereto as Exhibit B is approved and adopted as the budget of the District for fiscal year 2025. The District's accountant has made a good faith effort and used the best information available at the time of preparation of the budget to provide the District with alternative scenarios, if applicable, showing a proposed budget and mill levies for fiscal year 2025. Due to the significant possibility that the final assessed valuation provided by the El Paso County Assessor's Office differs from the preliminary assessed valuation used in the proposed budget, the District's accountant is hereby directed to modify and/or adjust the budget and mill levy certification as needed to reflect the final assessed valuation, and/or any applicable revenue caps or limitations, including making any appropriate temporary property tax credit or temporary mill levy reduction, without the need for additional Board authorization.

Section 3. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

Section 4. Budget Certification. That the budget shall be certified by \_\_\_\_\_, Secretary of the District, and made a part of the public records of the District and a certified copy of the approved and adopted budget shall be filed with the Division of Local Government.

**[The remainder of this page is intentionally left blank.]**

The foregoing Resolution was seconded by Director \_\_\_\_\_.

RESOLUTION APPROVED AND ADOPTED THIS 27TH DAY OF JANUARY 2026.

WILSHIRE METROPOLITAN DISTRICT NO. 1

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

ATTEST:

By: \_\_\_\_\_  
Its: Secretary

STATE OF COLORADO  
COUNTY OF EL PASO  
WILSHIRE METROPOLITAN DISTRICT NO. 1

I, \_\_\_\_\_, hereby certify that I am a director and the duly elected and qualified Secretary of the Wilshire Metropolitan District No. 1, and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of the District, adopted at an organizational meeting of the Board of Directors of the Wilshire Metropolitan District No. 1 held on January 27, 2026, via videoconference at <https://us06web.zoom.us/j/82711155793?pwd=ablVakwYte03R10aP3okxLjg0rGabv.1&jst=1> and via telephone conference at Dial-In: 1-719-359-4580, Meeting ID: 827 1115 5793, Passcode: 008040, as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the budget hearing for fiscal year 2025; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the District this 27th day of January 2026.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

[SEAL]

## **EXHIBIT A**

Affidavit  
Notice as to Proposed 2025 Budget

EL PASO COUNTY, STATE OF COLORADO

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AFFIDAVIT OF POSTING

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WILSHIRE METROPOLITAN DISTRICT NO. 1

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I, \_\_\_\_\_, being duly sworn, upon my oath do hereby certify that Notice as to Proposed 2025 Budget was posted in three places within the boundaries of the Wilshire Metropolitan District No. 1 at \_\_\_\_:\_\_\_\_.M. on January \_\_\_, 2026 at least 24 hours prior to the Organizational Meeting of the Board of Directors to be held at 2:00 P.M. on Tuesday, January 27, 2026.

Dated this \_\_\_ day of January 2026.

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

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 2026,  
by \_\_\_\_\_ as an individual.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

S E A L

\_\_\_\_\_  
Notary Public

**NOTICE AS TO PROPOSED 2025 BUDGET AND HEARING  
WILSHIRE METROPOLITAN DISTRICT NO. 1**

**NOTICE IS HEREBY GIVEN** that a proposed budget has been submitted to the **WILSHIRE METROPOLITAN DISTRICT NO. 1** (the “District”) for the year of 2025. A copy of such proposed budget has been filed in the office of Wisdom Management, LLC d/b/a WSDM, 3204 N. Academy Blvd., Ste. 100, Colorado Springs, Colorado, where the same is open for public inspection. Such proposed budget will be considered at a hearing at the organizational meeting of the District to be held at 2:00 P.M., on Tuesday, January 27, 2026, via videoconference at <https://us06web.zoom.us/j/82711155793?pwd=ablVakwYte03R10aP3okxLjg0rGabv.1&jst=1> and via telephone conference at Dial-In: 1-719-359-4580, Meeting ID: 827 1115 5793, Passcode: 008040.

Any interested elector within the District may inspect the proposed budget and file or register any objections at any time prior to the final adoption of the 2025 budget.

BY ORDER OF THE  
BOARD OF DIRECTORS OF THE DISTRICT:

By: /s/ ICENOGLE | SEAVER | POGUE  
A Professional Corporation

## **EXHIBIT B**

Budget Document  
Budget Message

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Wilshire  
Metropolitan District No. 1 of El Paso County, Colorado on this 27th day January 2026.

S E A L

\_\_\_\_\_  
\_\_\_\_\_, Secretary



STATE OF COLORADO  
COUNTY OF EL PASO  
WILSHIRE METROPOLITAN DISTRICT NO. 1  
2026 BUDGET RESOLUTION

The Board of Directors of the Wilshire Metropolitan District No. 1 (the “District”), El Paso County, Colorado held an organizational meeting on Tuesday, January 27, 2026, at the hour of 2:00 P.M., via videoconference at <https://us06web.zoom.us/j/82711155793?pwd=ablVakwYte03R10aP3okxLjg0rGabv.1&jst=1> and via telephone conference at Dial-In: 1-719-359-4580, Meeting ID: 827 1115 5793, Passcode: 008040.

The following members of the District’s Board of Directors (the “Board”) were present:

Vanja Hrustanovic  
Libertad Roxana Soto  
Dzelal Hrustanovic  
Brannon Loines  
Jamilex Dukes

Also present were: Alicia J. Corley, Icenogle Seaver Pogue, P.C.; and Rebecca Harris, Wisdom Management, LLC d/b/a WSDM.

Ms. Corley reported that proper notice was made to allow the Board to conduct a public hearing on the 2026 budget and, prior to the meeting, each of the directors had been notified of the date, time and place of this meeting and the purpose for which it was called. It was further reported that this meeting is an organizational meeting of the Board and that a notice of organizational meeting was posted in the designated public place within the boundaries of the District no less than twenty-four hours prior to the holding of the meeting, and to the best of her knowledge, remains posted to the date of this meeting.

Thereupon, Director \_\_\_\_\_ introduced and moved the adoption of the following Resolution:

### RESOLUTION

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET, APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN AND LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2026 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE WILSHIRE METROPOLITAN DISTRICT NO. 1, EL PASO COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2026 AND ENDING ON THE LAST DAY OF DECEMBER 2026.

WHEREAS, the Board has authorized its treasurer and accountant to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget is fifty thousand dollars (\$50,000.00) or less, due and proper notice was made by posting in three public places within the District's boundaries a notice indicating (i) the date and time of the hearing at which the adoption of the proposed budget will be considered; (ii) that the proposed budget is available for inspection by the public at a designated place; (iii) that any interested elector of the District may file any objections to the proposed budget at any time prior to the final adoption of the budget by the District; and (iv) if applicable, the amount of the District's increased property tax revenues resulting from a request to the Division pursuant to Section 29-1-302(1), C.R.S.; and the Affidavit of Posting evidencing the same is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the proposed budget was open for inspection by the public at the designated place; and

WHEREAS, a public hearing was held on Tuesday, January 27, 2026 and interested electors were given the opportunity to file or register any objections to said proposed budget and any such objections were considered by the Board; and

WHEREAS, the budget being adopted by the Board has been prepared based on the best information then available to the Board, including regarding the effects of Section 29-1-301, C.R.S., and Article X, Section 20 of the Colorado Constitution; and

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

WHEREAS, pursuant to Section 29-1-113(1), C.R.S., the Board shall cause a certified copy of the budget, including the budget message and any resolutions adopting the budget, appropriating moneys and fixing the rate of any mill levy, to be filed with the Division of Local

Government within thirty (30) days following the beginning of the fiscal year of the budget adopted; and

WHEREAS, pursuant to Section 32-1-1201, C.R.S., the Board shall determine in each year the amount of money necessary to be raised by taxation, taking into consideration those items required by law, and shall certify the rate so fixed to the board of county commissioners of each county within the District or having a portion of its territory within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WILSHIRE METROPOLITAN DISTRICT NO. 1, EL PASO COUNTY, COLORADO:

Section 1. Summary of 2026 Revenues and 2026 Expenditures. That the estimated revenues and expenditures for each fund for fiscal year 2026, as more specifically set forth in the budget attached hereto as Exhibit B and incorporated herein by this reference, are accepted and approved.

Section 2. Adoption of Budget. That the budget as submitted, and if amended, then as amended, and attached hereto as Exhibit B is approved and adopted as the budget of the District for fiscal year 2026. The District's accountant has made a good faith effort and used the best information available at the time of preparation of the budget to provide the District with alternative scenarios, if applicable, showing a proposed budget and mill levies for fiscal year 2026. Due to the significant possibility that the final assessed valuation provided by the El Paso County Assessor's Office differs from the preliminary assessed valuation used in the proposed budget, the District's accountant is hereby directed to modify and/or adjust the budget and mill levy certification as needed to reflect the final assessed valuation, and/or any applicable revenue caps or limitations, including making any appropriate temporary property tax credit or temporary mill levy reduction, without the need for additional Board authorization.

Section 3. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

Section 4. Budget Certification. That the budget shall be certified by the Secretary or an Assistant Secretary, if applicable, of the District, and made a part of the public records of the District and a certified copy of the approved and adopted budget shall be filed with the Division of Local Government.

**[The remainder of this page is intentionally left blank.]**

The foregoing Resolution was seconded by Director \_\_\_\_\_.

RESOLUTION APPROVED AND ADOPTED THIS 27TH DAY OF JANUARY 2026.

WILSHIRE METROPOLITAN DISTRICT NO. 1

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

ATTEST:

By: \_\_\_\_\_  
Its: Secretary

STATE OF COLORADO  
COUNTY OF EL PASO  
WILSHIRE METROPOLITAN DISTRICT NO. 1

I, \_\_\_\_\_, hereby certify that I am a director and the duly elected and qualified Secretary of the Wilshire Metropolitan District No. 1, and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of the District, adopted at an organizational meeting of the Board of Directors of the Wilshire Metropolitan District No. 1 held on January 27, 2026, via videoconference at <https://us06web.zoom.us/j/82711155793?pwd=ablVakwYte03R10aP3okxLjg0rGabv.1&jst=1> and via telephone conference at Dial-In: 1-719-359-4580, Meeting ID: 827 1115 5793, Passcode: 008040, as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the budget hearing for fiscal year 2026; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the District this 27th day of January 2026.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

[SEAL]

## **EXHIBIT A**

Affidavit  
Notice as to Proposed 2026 Budget

EL PASO COUNTY, STATE OF COLORADO

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AFFIDAVIT OF POSTING

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WILSHIRE METROPOLITAN DISTRICT NO. 1

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I, \_\_\_\_\_, being duly sworn, upon my oath do hereby certify that Notice as to Proposed 2026 Budget was posted in three places within the boundaries of the Wilshire Metropolitan District No. 1 at \_\_\_\_:\_\_\_\_.M. on January \_\_\_, 2026 at least 24 hours prior to the Organizational Meeting of the Board of Directors to be held at 2:00 P.M. on Tuesday, January 27, 2026.

Dated this \_\_\_ day of January 2026.

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

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 2026,  
by \_\_\_\_\_ as an individual.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

S E A L

\_\_\_\_\_  
Notary Public

**NOTICE AS TO PROPOSED 2026 BUDGET AND HEARING  
WILSHIRE METROPOLITAN DISTRICT NO. 1**

**NOTICE IS HEREBY GIVEN** that a proposed budget has been submitted to the **WILSHIRE METROPOLITAN DISTRICT NO. 1** (the “District”) for the year of 2026. A copy of such proposed budget has been filed in the office of Wisdom Management, LLC d/b/a WSDM, 3204 N. Academy Blvd., Ste. 100, Colorado Springs, Colorado, where the same is open for public inspection. Such proposed budget will be considered at a hearing at the organizational meeting of the District to be held at 2:00 P.M., on Tuesday, January 27, 2026, via videoconference at <https://us06web.zoom.us/j/82711155793?pwd=ablVakwYte03R10aP3okxLjg0rGabv.1&jst=1> and via telephone conference at Dial-In: 1-719-359-4580, Meeting ID: 827 1115 5793, Passcode: 008040.

Any interested elector within the District may inspect the proposed budget and file or register any objections at any time prior to the final adoption of the 2026 budget.

BY ORDER OF THE  
BOARD OF DIRECTORS OF THE DISTRICT:

By: /s/ ICENOGLE | SEAVER | POGUE  
A Professional Corporation



## **EXHIBIT B**

Budget Document  
Budget Message

WILSHIRE METROPOLITAN DISTRICT NO. 1				
2026 BUDGET				
GENERAL FUND				
			2025	2026
			BUDGET	BUDGET
GENERAL FUND BEGINNING BALANCE				\$ -
REVENUES				
	PROPERTY TAXES - O&M		\$ -	\$ -
	SPECIFIC OWNERSHIP TAXES - O&M		\$ -	\$ -
	DELINQUENT INTEREST			
	DEVELOPER ADVANCE			\$ 47,000
	INTEREST INCOME			
	TRANSFER FROM D2			
	TOTAL REVENUES		\$ -	\$ 47,000
	TOTAL REVENUES AND FUND BALANCE		\$ -	\$ 47,000
EXPENDITURES				
GENERAL AND ADMINISTRATIVE				
	AUDIT			
	BANK FEES			\$ 50
	CONTINGENCY		\$ -	\$ 10,000
	COUNTY TREASURERS FEE		\$ -	\$ -
	DISTRICT MANAGEMENT/ACCOUNTING		\$ -	\$ 11,700
	DUES AND SUBSRIPTIONS		\$ -	\$ 450
	ELECTION		\$ -	\$ 500
	INSURANCE		\$ -	\$ 2,500
	LEGAL		\$ -	\$ 20,000
	POSTAGE/ COPIES/ ADMINISTRATIVE		\$ -	\$ 100
	TOTAL EXPENDITURES		\$ -	\$ 45,300
ENDING FUND BALANCE			\$ -	\$ 1,700
	EMERGENCY RESERVE: State Required 3%		\$ -	\$ 1,359
	ASSESSED VALUATION		151	\$ -
	MILL LEVY			0.000

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Wilshire  
Metropolitan District No. 1 of El Paso County, Colorado on this 27th day January 2026.

S E A L

\_\_\_\_\_  
\_\_\_\_\_, Secretary