



GOLD HILL MESA METROPOLITAN DISTRICT NOS. 1 and 2

Regular Joint Board Meeting
Thursday, May 18, 2023 – 9:00 a.m.
142 S Raven Mine Dr, Ste 200
Colorado Springs, Colorado 80905

And

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

<https://video.cloudoffice.avaya.com/join/471819234>

United States: [+1 \(213\) 463-4500](tel:+12134634500)

Access Code: 471-819-234

Gold Hill Mesa Metropolitan District No. 1

Board of Director	Title	Term
Stephanie Edwards	President	May 2027
John Olson	Secretary/ Treasurer	May 2027
Tiffany Willard	Assistant Secretary	May 2027
Barry Brinton	Assistant Secretary	May 2025
VACANT	Assistant Secretary	May 2025

Gold Hill Mesa Metropolitan District No. 2

Board of Director	Title	Term
Stephanie Edwards	President	May 2027
John Olson	Secretary/ Treasurer	May 2027
Thomas Barnish	Assistant Secretary	May 2025
Barry Brinton	Assistant Secretary	May 2025
Justin Burns	Assistant Secretary	May 2025

AGENDA

1. Call to Order
2. Declaration of Quorum/ Director Qualifications/ Disclosure Matters
3. Oaths of Office and Appointment of Directors
4. Approval of Agenda
5. Approval of the November 16, 2022, Joint Meeting Minutes and March 16, 2023, Joint Meeting Minutes (enclosed)
6. Public Comment for Items Not on the Agenda (3-minute limit per person)
7. Management Matters
 - a. Insurance Update
 - b. Discuss Lime Scooter Rental Site corner of Portland Gold and Gold Hill Mesa Dr
 - c. Discuss Vole and Mole Issue on hill side along 21st Street
 - d. Review Underdrain Summary (enclosed)
 - e. Discuss Underdrain Camera upgrade status
 - f. Discuss status of Tract A Gold Hill Mesa Filing No 7A re-plat (enclosed map)

8. Legal Matters

- a. Review and Consider approval of Resolution for Dissolution of District No. 1 (enclosed)
- b. Review Reimbursement Agreement (enclosed)
- c. Review and consider approval of BMH Development Services, Inc. Underdrain Inspection Proposal (enclosed)

9. Financial Matters

- a. Review the 2023 Unaudited Financial Statements (enclosed)
- b. Review and approve payables for period ending May 18, 2023 (enclosed)
- c. Discuss CSDPool Safety Grant for District No. 1
- d. Discuss Assessed Valuation projected increases

10. Landscape Matters

- a. Discuss possible tree and retaining wall repair behind Portland Gold, off 21st street
- b. Review Quality Site Assessment Report from BrightView (enclosed)
- c. Review and consider approval for Brightview Bench Installation (enclosed)
- d. Review and consider approval for Hammock Post Installation
 - i. Diamon Cut Landscaping LLC (enclosed)
 - ii. Robertson's Landscaping (enclosed)

11. Adjourn:

- a. Next Regular Meeting Date – Scheduled for July 20, 2023, at 9:00 A.M. – 2022 Audit Review



RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
GOLD HILL MESA METROPOLITAN DISTRICT NO. 1
(THE "DISTRICT")
HELD
NOVEMBER 16, 2022

A regular meeting of the Board of Directors of the Gold Hill Mesa Metropolitan District No. 1 (referred to hereafter as the "Board") was convened on Wednesday, November 16, 2022, at 9:00 a.m. and was located at 142 South Raven Mine Drive, Suite 200, Colorado Springs, CO 80905 and via video teleconference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Stephanie Edwards, President (via phone)

John Olson, Secretary/Treasurer (via phone)

Barry Brinton, Assistant Secretary (via phone)

Director Tiffany Willard, Assistant Secretary was absent and excused.

Also, In Attendance Were:

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

Krista Baptist, Courtney Hoff, John Wojnarowski, and Seef Le Roux;

CliftonLarsonAllen LLP ("CLA")

Monte McKeehen; Hadley Properties

Tiffany Schmidt and Mason Simpson; Members of the Public

ADMINISTRATIVE MATTERS

Call to Order and Agenda: Following discussion, upon a motion duly made by Director Olson, seconded by Director Edwards and, upon vote, unanimously carried, the Board called the meeting to order at 9:09 a.m. and approved the agenda, as presented.

Disclosures of Potential Conflicts of Interest: The Board stated there were no potential conflicts of interest to disclose.

Quorum, Location of Meeting and Posting of Meeting Notices: Attorney Susemihl confirmed a quorum was present and the meeting was properly noticed. Following discussion, upon a motion duly made by Director Olson, seconded by Director Edwards and, upon vote, unanimously carried, the Board excused the absence of Director Willard.

Public Comment: None.

May 18, 2022 Regular Meeting Minutes, June 7, 2022 Special Meeting Minutes, August 8, 2022 Continued Special Meeting Minutes and October

RECORD OF PROCEEDINGS

19, 2022 Regular Meeting Minutes.: Following discussion, upon a motion duly made by Director Olson, seconded by Director Edwards and, upon vote, unanimously carried, the Board approved the October 19, 2022 regular meeting minutes, as presented.

Following discussion, upon a motion duly made by Director Edwards, seconded by Director Brinton and, upon vote, unanimously carried, the Board approved the May 18, 2022 regular meeting minutes, June 7, 2022 special meeting minutes and August 8, 2022 continued special meeting minutes, as presented.

Resolution Regarding 2023 Annual Administrative Matters: Following review, upon a motion duly made by Director Olson, seconded by Director Brinton and, upon vote, unanimously carried, the Board adopted the Resolution Regarding 2023 Annual Administrative Matters, as presented.

2023 Insurance Renewal. Documents Needed to Obtain or Maintain Insurance Coverage through the Colorado Special Districts Property and Liability Pool or T. Charles Wilson Risk Management and Membership in the Special District Association: Ms. Baptist reviewed the insurance documents for 2023 renewal with the Board. Director Edwards expressed a concern regarding membership with the Special District Association. Discussion ensued. Following review and discussion, upon a motion duly made by Director Brinton, seconded by Director Olson and, upon vote, unanimously carried, the Board tabled actions at this time.

Other: None.

FINANCIAL MATTERS

Current Claims and Past Claims: Mr. Le Roux reviewed the current claims and past claims with the Board. Discussion ensued regarding canceling a pending invoice payment amount of \$11,000.00 and requested the vendor resubmit the invoice.

Following review and discussion, upon a motion duly made by Director Olson, seconded by Director Edwards and, upon vote, unanimously carried, the Board ratified approval of past claims and approved the current claims, pending the cancellation of the \$11,000.00 invoice payment.

September 30, 2022 Unaudited Financial Statements: Mr. Le Roux reviewed the September 30, 2022 Unaudited Financial Statements with the Board. Discussion ensued. Following review and discussion, upon a motion duly made by Director Olson, seconded by Director Edwards and, upon vote, unanimously carried, the Board accepted the September 30, 2022 Unaudited Financial Statements.

RECORD OF PROCEEDINGS

Public Hearing to Consider Amendment of the 2022 Budget. Resolution to Amend the 2022 Budget: Upon a motion duly made by Director Olson, seconded by Director Brinton and, upon vote, unanimously carried, the Board opened the public hearing to consider an amendment to the 2022 Budget.

It was noted that publication of Notice stating that the Board would consider amendment of the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the public hearing.

Mr. Le Roux presented the amendments of the 2022 Budget to the Board.

No public comment was received and the public hearing was closed.

Following discussion, upon a motion duly made by Director Olson, seconded by Director Edwards and, upon vote, unanimously carried, the Board adopted the Resolution to Amend the 2022 Budget.

Public Hearing on the Proposed 2023 Budget and Resolution to Adopt the 2023 Budget and Appropriate Sums of Money and Set Mill Levies: Upon a motion duly made by Director Olson, seconded by Director Edwards and, upon vote, unanimously carried, the Board opened the public hearing to consider the proposed 2023 Budget.

It was noted that publication of Notice stating that the Board would consider the proposed 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the Public Hearing.

No public comments were received and upon a motion duly made by Director Olson, seconded by Director Brinton and, upon vote, unanimously carried, the Board closed the Public Hearing.

Mr. Le Roux reviewed the proposed 2023 Budget with the Board. Discussion ensued regarding the developer advance repayment schedule for the fiscal year of 2023 in the amount of \$100,000.

Following review and discussion, upon a motion duly made by Director Olson, seconded by Director Brinton and, upon vote, unanimously carried, the Board adopted the Resolution to Adopt the 2023 Budget and Appropriate Sums of Money and Set Mill Levies, as amended.

Board Member to Sign the DLG-70 Certification of Tax Levies: Attorney Susemihl and Mr. Le Roux reviewed DLG-70 Certification of Tax Levies with

RECORD OF PROCEEDINGS

the Board. The Board agreed that any member of the Board may sign the DLG-70 Certification of Tax Levies.

Engagement Letter with BiggsKofford to Prepare the 2022 Audit: Mr. Le Roux reviewed the engagement letter with the Board. Discussion ensued regarding the cost increase from the previous year. Following review and discussion, upon a motion duly made by Director Edwards, seconded by Director Olson and, upon vote, unanimously carried, the Board engaged BiggsKofford to prepare the 2022 Audit.

Other: None

LEGAL MATTERS

Resolution Calling a Regular Election for Directors on May 2, 2023, DEO and DEO to Perform All Tasks Required for the Conduct of a Mail Ballot Election: Attorney Susemihl reviewed the Resolution Calling a Regular Election for Directors with the Board. Mr. Le Roux clarified where election costs were accounted for in the 2023 Budget. Discussion ensued regarding election statutes and the associated costs of an election.

Following review, upon a motion duly made by Director Olson, seconded by Director Edwards and, upon vote, unanimously carried, the Board adopted the Resolution Calling a Regular Election for Directors on May 2, 2023, appointed Peter Susemihl of Susemihl, McDermott & Cowan, P.C. as Designated Election Official (“DEO”) and authorized the DEO to perform all tasks required for the conduct of a mail Ballot election

Other: None.

MANAGER MATTERS

CliftonLarsonAllen LLP Statement(s) of Work for 2023: Ms. Baptist and Mr. Le Roux reviewed the statements of work with the Board. Director Edwards indicated that the Board has requested proposals from other District management companies. No action was taken at this time.

Memorandums of Understanding (“MOU”): Ms. Baptist and Mr. Le Roux reviewed the MOU with the Board. Following review, upon a motion duly made by Director Olson, seconded by Director Edwards and, upon vote, unanimously carried, the Board accepted the MOU, as presented.

Other: The Board discussed sharing the 2023 Budget with the Homeowner associations. Ms. Baptist informed the Board that CLA will share the 2023 Budget once it has been updated.

OTHER BUSINESS

Other: Director Edwards requested the insurance claim related to the flooding in Tiffany Schmit’s, residence in 2022 be reopened.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Edwards, seconded by Director Olson and, upon vote, unanimously carried, the Board adjourned the meeting at 10:55 a.m.

Respectfully submitted,

By _____
Secretary

**JOINT MINUTES OF THE SPECIAL BOARD MEETING
OF THE BOARD OF DIRECTORS OF THE
GOLD HILL MESA METROPOLITAN DISTRICT NOS. 1 AND 2
HELD MARCH 16, 2023
AT 9:00 AM**

Pursuant to posted notice, the special meetings of the Board of Directors of the Gold Hill Mesa Metropolitan District Nos. 1 and 2 were held on Thursday, March 16, 2023, at 9:00 a.m., at 142 S. Raven Mine Drive, Suite 100, Colorado Springs, CO, 80905, and via tele/videoconference:

<https://video.cloudoffice.avaya.com/join/471819234>.

Attendance

In attendance were Directors:

Stephanie Edwards

John Olson

Tiffany Willard (un-excused)

Barry Brinton

Thomas Barnish (Excused)

Justin Burns

Also in attendance were:

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

Rebecca Harris, WSDM District Managers

Kevin Walker, WSDM District Managers

Heather Smith, WSDM District Managers

Combined Meeting: The Board of Directors of the Districts have determined to hold a joint meeting of the Districts and to prepare joint minutes of actions taken by the Districts in such meetings. Unless otherwise noted herein, all official action reflected in these minutes shall be deemed to be the action of all Districts. Where necessary, action taken by an individual District will be so reflected in these minutes.

1. Call to Order: The meeting was called to order by President Edwards at 9:00 AM.
2. Declaration of Quorum/Director Qualifications/ Disclosure Matters: Ms. Harris confirmed a quorum was present with Director Barnish excused.
3. Approval of Agenda: Director Olson added discussion items for the hammock stand proposals, and general landscaping. President Edwards added an item under Financial Matters for a transition and banking update. The Board and Mr. Susemihl discussed whether to keep District No. 1. The District No. 1 Board was in favor of dissolving District No. 1 if the City agrees. Mr. Susemihl will draft a Resolution that says there is no need for District No. 1 and there is no debt, no assets, or other obligations. The process could take 30 to 60 days. Director Olson moved to approve the Agenda as amended; seconded by Director Burns. Motion passed unanimously.
4. Approval of November 16, 2022 Joint Meeting Minutes: Ms. Harris explained that she does not have record of the November 16, 2022 meeting and has requested the information from CLA. The Board tabled the approval of the November 16, 2022 Joint Meeting Minutes.
5. Public Comment: There was no public comment.
6. Management Matters

- a. Discuss Board Meeting Schedule: The Board agreed to meet on the third Thursday, bimonthly at 9:00 AM starting May 18, 2023.
- b. Discuss HOA Invoicing per the MOU for 2023: Ms. Harris requested the Board implement HOA invoicing to better keep track of payments. The Board agreed to implement HOA invoicing for 2023.
- c. Update on Insurance Claim: Ms. Harris provided an update on the underdrain insurance claim. The claim is still pending due to a new claim for loss of wages. Insurance is awaiting the proof and documentation.
- d. Discuss Underdrain Maintenance: Ms. Harris and the Board discussed underdrain maintenance. Ms. Harris has requested a proposal from Mr. Holdredge for quarterly scoping of the underdrain and annual jetting maintenance for filings 7-10. For filings 1-6 especially 1 and 2, quarterly jetting maintenance and quarterly scoping of the underdrain. Ms. Harris noted the sections of the underdrain have been mapped and labeled for better location identification.
- e. Review and Consider Approval for WSDM 2023 Engagement Letter: Ms. Harris presented the WSDM 2023 Engagement Letter. After review, Director Olson moved to approve the WSDM 2023 Engagement Letter; seconded by Director Brinton. Motion passed unanimously.

7. Legal Matters

- a. Update on the Board of Directors 2023 Election: Mr. Susemihl reported the Election can be cancelled since the same amount of self-nomination forms were received as open seats available.
- b. Discussion on Dissolving District No. 1: Mr. Susemihl and the Board discussed the possibility of dissolving District No. 1. Mr. Susemihl noted another reason to dissolve District No. 1 is all the bonds have been issued. The Board discussed district assets and equipment.

8. Financial Matters

- a. Discuss the Unaudited Financial Statements: Ms. Harris explained they are still preparing the unaudited financial statements and awaiting financial documents from CLA.
- b. Discuss Payable Process with WSDM Office: Ms. Harris discussed the payable process and recommended utilizing Bill.com with the Treasurer approving and the President signing.
- c. Review and Approve Payables for period ending March 16, 2023: Ms. Harris presented the updated Payables for period ending March 16, 2023. The Board discussed the possibility of the District taking over and consolidating the trash service which is currently done by the HOA. After review, Director Olson moved to approve the Payables for period ending March 16, 2023; seconded by Director Brinton. Motion passed unanimously.
- d. Transition Status Update: The Board requested an examination of the parking lot striping and curb painting. The Board discussed getting proposals from multiple vendors. Ms. Harris noted that any vendors and contractors the District uses must be insured.

9. Landscape Matters

- a. Discuss Snow Removal status: Ms. Harris reported that snow removal is now handled by the District.
- b. Review and consider approval for Brightview Yearly Flower Display proposal: After review, Director Olson moved to approve items 9.b. through 9.i. with item 9.c. being subject to confirmation on the mulch around the trees as discussed; seconded by President Edwards. Motion passed unanimously.
- c. Review and consider approval for Brightview 2023 Mulch refresh proposal: The Board discussed that grass has grown up to the trees and the mowers damaged the trunks. The Board requested confirmation from Brightview that they will clean out the grass around the trees before laying the mulch.
- d. Review and consider approval for Brightview additional Winter Watering proposal: There was no additional discussion.
- e. Review and consider approval for Brightview Additional Pet Stations proposal: There was no additional discussion.

- f. Review and consider approval for Brightview Main Repair Near 1491 Solitaire St proposal: There was no additional discussion.
 - g. Review and consider approval for Brightview Controller Replacement proposal: There was no additional discussion.
 - h. Review and consider approval for Brightview 2-wire Fault Repair proposal: There was no additional discussion.
 - i. Review and consider approval for Brightview Drip Valve install on Olympia: There was no additional discussion.
 - j. Discuss possible tree and retaining wall repair behind Portland Gold, off 21st street: The Board tabled this item until the next meeting.
 - k. The Board discussed the new proposal for the hammock stands at the park. The proposal is \$1,400 for 4 posts to be installed with hammock hooks. Director Olson moved to approve the hammock proposal assuming they have insurance.
10. Adjourn: The Board adjourned the meeting at 10:47 AM.
- a. Next Regular Meeting Date – Scheduled for May 18, 2023, at 9:00 AM.
 - b. Director Burns requested the Board revisit the land purchase next to his lot. He noted that he would like to reengage the District regarding purchasing the land. Ms. Harris explained the District is required to make the property available for the public to bid on and disclosures will need to be filed.

Respectfully Submitted,

By: Recording Secretary



Gold Hill Mesa Underdrain System

	<u>UD Segments</u>	<u>Clean-Outs</u>
FL.1	43	45
FL.2	20	20
FL.3	3	3
FL.4 & 5	9	10
FL.6	2	2
FL.7	16	17
FL.8	7	7
FL.9	9	10
FL.10	4	4

Fl.9 & 10 Have Single, Double, Triple Clean-Outs

TOTALS	113	118
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13938

A graphic scale bar and a north arrow. The scale bar is marked with 0, 30, 60, and 120 feet. Above the scale bar, the text "1" = 60'" is written. To the right of the scale bar, the text "Scale in Feet" is written. The north arrow is a vertical line with a decorative swirl at the top, pointing upwards.

LEGEND:

① FOUND REBAR 5/8" REBAR AND BLUE SURVEYORS
CAP STAMPED "RAMPART PLS 32820"



FINAL PLAT
GOLD HILL MESA FILING NO. 7A
JOB NO. 70-005
DATE PREPARED: 12/12/2016
DATE REVISED: 2/10/2017
FILE NO. AR FP 17-00005



20 BOULDER CRESCENT, SUITE 110
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485



RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF GOLD HILL MESA METROPOLITAN DISTRICT NO. 1 REQUESTING ADMINISTRATIVE DISSOLUTION.

WHEREAS, Gold Hill Mesa Metropolitan District No. 1, City of Colorado Springs, El Paso County, Colorado (the “District”) is a quasi-municipal corporation duly organized and existing as a metropolitan district under the laws of the State of Colorado, including particularly Title 32 of the Colorado Revised Statutes; and

WHEREAS, the District was formed in 2004 along with Gold Hill Mesa Metropolitan District No. 2 (“District No. 2”) and has been in existence since that time; and

WHEREAS, the District was formed as a management district to manage District No. 2 which was formed for the purpose of designing, constructing and financing certain public improvements located in Colorado Springs, Colorado; and

WHEREAS, development has been completed in District No. 2 the management by the District is no longer need ; and

WHEREAS, District No. 2, controlled by the residents. Can manage the affairs of the development; and

WHEREAS, the District has never certified a mill levy; and

WHEREAS, the District has no outstanding bonds or other financial obligations and does not have any surplus funds; and

WHEREAS, the District has no other functions or obligations and should be dissolved; and

WHEREAS, the District, by and through it elected directors, does not intend to further operate as an on-going district and will no longer hold elections, conduct audits, certify mill levies or adopt budgets as required by Colorado law; and

WHEREAS, the District lies wholly within the boundaries of the City of Colorado Springs and should the City of Colorado Springs consent to the dissolution, then pursuant to C.R.S. 32-1-804(3)(B) the Court can dissolve the District without an election;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF GOLD HILL MESA METROPOLITAN DISTRICT NO. 1, EL PASO COUNTY, COLORADO, THAT THE CITY OF COLORADO SPRINGS, COLORADO CONSENT TO THE DISSOLUTION OF THE GOLD HILL MESA METROPOLITAN DISTRICT NO. 1.

PASSED, ADOPTED AND APPROVED by the Board of Directors of Gold Hill Mesa Metropolitan District No. 1 this_____ day of _____2023.

GOLD HILL MESA METROPOLITAN DISTRICT NO. 1

Stephanie Edwards, President

ATTEST:

Secretary



RESTATED REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made and entered into effective this _____ day of _____ 2023 by and between Gold Hill Mesa Metropolitan District No. 2 (“District”) and Gold Hill Mesa Township, LLC (“Township”), Gold Hill Mesa Partners, LLC (Partners”), and Gold Hill Neighborhood, LLC (“Neighborhood”). [Township, Partners, and Neighborhood shall collectively be referred to as “Developers”].

RECITALS

- A. The District was were formed to provide certain municipal services to real property located in El Paso County, Colorado (“Gold Hill Mesa”).
- B. In order to form the District the Developers were required to file and obtain approval for Service Plan (the “Service Plan”) from the City of Colorado Springs.
- C. The Amended Consolidated Service Plans were approved on July 11, 2006.
- D. The Service Plan provides in part that the costs and expenses of District organization funded by the Developers are subject to reimbursement to the Developers and further, that the Developers shall fund any shortfalls in monthly operations and maintenance expenses subject to reimbursement. In addition thereto, the Developers have advanced funds for the purposes of paying the costs of designing, engineering, constructing, and installing certain municipal infrastructure which was the obligation of the District pursuant to the approved Service Plans.
- E. The sums set forth in Section D above confer a substantial benefit upon the District and pay costs that are the responsibility of the District.
- F. The District intends to reimburse the Developers subject to the provisions of this Agreement and the parties further intend that this Agreement replace in its entirety all other such agreements.

NOW THEREFORE based upon the mutual considerations and promises contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

Section 1. Advances. The Developers have advanced moneys, and intend in the future to advance additional moneys, to or for the benefit of the Districts. Such advances have been and will be made either by paying the costs of district formation, operations and maintenance expenses, and improvements directly, or by advancing moneys to the Districts for such purposes.

Upon the receipt by the District of additional moneys from the Developers for the purpose of paying the above-described costs, such amounts shall also constitute "Advances" hereunder. Lastly, upon the expenditure by the Developers of additional moneys for public

improvements and facilities which the District determines in its sole discretion to be improvements and to be satisfactory, such amounts shall also constitute "Advances" hereunder.

It is hereby acknowledged that all Advances have been and are being made upon the expectation that the District will reimburse the Developers in accordance with and subject to the provisions of this Agreement.

Section 2. Assignment. For good and valuable consideration, Township and Partners hereby assign all rights to receive reimbursement to Neighborhood. Such reimbursement may be in the form of cash or by the issuance to Neighborhood of District bonds, notes, or other obligations.

Section 3. Reimbursements. It is the District's intent to reimburse the Developers the amount of all Advances made hereunder, plus interest at the rate set forth as paid on the initial bond offering from the date of such Advance.

Such reimbursement is expected to be made from the proceeds of one or more series of the Districts' general obligation or revenue bonds (the "Bonds"), or other revenues of the District when and if such Bonds are issued. The issuance and timing of any such Bonds shall be in the discretion of the District, and such Bonds, if issued, shall contain such terms as may be determined by the District. The foregoing shall not constitute a lien or encumbrance upon any Bond proceeds now or hereafter held by the District, except to the extent the Districts appropriate such Bond proceeds for the specific purpose of making reimbursements hereunder.

Section 4. Debt. It is hereby agreed and acknowledged that this Agreement evidences an intent to reimburse the Developer hereunder, and that this Agreement shall constitute a debt or indebtedness of the District within the meaning of any constitutional or statutory provision, and it shall constitute a multiple-fiscal year financial obligation.

Section 5. Prior Agreements; Amendments. This Agreement contains all of the terms between the District and the Developers concerning the reimbursement of Advances, and supersedes any other agreements or understandings, written or oral, between the parties concerning such matters. Any amendments to this Agreement must be in writing and must be signed by the parties.

Section 6. Miscellaneous.

a. **Arbitration.** In the event the Parties are unable to resolve any dispute relating to this Agreement, said dispute shall be settled by binding and mandatory arbitration before a mutually agreed upon arbitrator in El Paso County, Colorado and if the Parties cannot agree upon said arbitrator, the same shall be appointed by a District Court Judge in El Paso County, Colorado. The Parties shall be entitled to obtain documents from the other Party pursuant to reasonable discovery supervised by the arbitrator and subject to the arbitrator's determination as to scope. The costs of arbitration shall be determined by the arbitrator.

b. Attorney Fees and Costs. If any Party hereto institutes any legal action to enforce or interpret this Agreement, or for damages or any alleged breach, the prevailing Party shall be entitled to reasonable attorney fees and costs.

c. Governing Law. This Agreement shall be subject to, governed by, and construed in accordance with the laws of the State of Colorado.

d. Notices. All notices, demands and acceptances required herein shall be in writing and shall be delivered personally, transmitted by facsimile (with mailed copy sent), or sent by registered or certified mail, return receipt requested. Such notice shall be deemed delivered and effective upon confirmed receipt or if mailed, 48 hours after postmark.

e. Severability. In the event any part or provision of this Agreement shall be determined to be invalid or unenforceable under the laws of the State of Colorado, the remaining portions of this Agreement which can be separated from the invalid, unenforceable provisions shall, nevertheless, continue in full force and effect.

f. No Waiver. The waiver, by any Party hereto, of any covenant contained herein, shall not be deemed a continuing waiver of the same or of any other covenant contained herein.

Made and entered into the year and date first above written.

GOLD HILL MESA METROPOLITAN DISTRICT NO. 2

BY: _____

Its: _____

ATTEST:

BY: _____

GOLD HILL MESA TOWNSHIP LLC

BY: _____

ITS: _____

GOLD HILL NEIGHBORHOOD, LLC

BY: _____

ITS: _____

GOLD HILL MESA PARTNERS, LLC

BY: _____

ITS: _____



BMH Development Services, Inc.

1071 S. Camino Santiago Dr.
Pueblo West, CO 81007

PROPOSAL

TO:	Gold Hill Mesa Metro District 142 S. Raven Mine Dr. Colorado Springs, CO 80905	PROJECT:	Gold Hill Mesa Fl.1 – Fl.10 Underdrain Inspection
ATTN:	Rebecca Harris, District Manager 614 N. Tejon St. Colorado Springs, CO 80903	DATE:	March 17, 2023

Mrs. Harris,

BMH Development Services, Inc. is pleased to provide you the with the following proposal for the inspection of the underdrain system at Gold Hill Mesa.

Fl.1 Biannual inspection (Sometime in the Spring, i.e., March, April, May & In August)

Total Segments = 43
Total Clean-Outs = 44

Inspection Only = \$3,440.00 / Each Time

Segments 1-1, 1-2, 1-3, 1-4, & 1-5 are the most critical since all other segments from Fl.1, Fl.2, Fl.3, Fl.4, Fl.5, Fl.6, Fl.9, & Fl.10 feed into these Segments.

Clean-Out between Segments 1-5 & 1-31 is a problem area.

Clean-Out between Segments 1-36 & 1-37 is a problem area.

Debris in Clean-Out between Segments 1-12 & 1-13.

Segments 1-13, 1-14, 1-15, 1-16, 1-17, 1-18, 1-19, 1-21, 1-22, 1-23, 1-24 have never been cleaned.

- Fl.2 Biannual inspection (Sometime in the Spring, i.e., March, April, May & In August)
- Total Segments = 20
Total Clean-Outs = 20
- Inspection Only = \$1,600.00 / Each Time
- Segments 2-1, 2-2, & 2-3 are very flat. Segment 2-1 are too long to video the entire length and these segments always have sediment in them.
- Segments 2-18, 2-19 & 2-20 have a lot of sediment in them and need to be cleaned.
- Segments 2-12, 2-13, 2-14, 2-15 & 2-16 have never been cleaned.
-
- Fl.3 Biannual inspection (Sometime in the Spring, i.e., March, April, May & In August)
- Total Segments = 3
Total Clean-Outs = 3
- Inspection Only = \$240.00 / Each Time
- Segments are very flat and segments 3-1 and 3-2 are too long to video the entire length.
-
- Fl.4 – Fl.5 Annual inspection (Sometime in the Spring, i.e., March, April, May)
- Total Segments = 9
Total Clean-Outs = 10
- Inspection Only = \$720.00
- Clean-Out between Segment 4-2 & 4-3 has debris in it.
-
- Fl.6 Annual inspection (Sometime in the Spring, i.e., March, April, May)
- Total Segments = 2
Total Clean-Outs = 2
- Inspection Only = \$160.00
-
- Fl.7 – Fl.10 Annual inspection (Sometime in the Spring, i.e., March, April, May)
- Total Segments = 36
Total Clean-Outs = 37
- Inspection Only = \$2,880.00
- Segment 9-1 & 9-2 are problem areas and may want to check it biannual.

Should you have any questions or if I can be of additional service, please do not hesitate to call @ 719-240-0711 or email jasonholdredge@msn.com

Respectfully Submitted,

Jason Holdredge
Jason Holdredge



Gold Hill Mesa Metropolitan District No. 1

Profit & Loss Budget vs. Actual

January through April 2023

	TOTAL				
	Apr 23	Jan - Apr 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Homeowners Fee	113,394.06	113,394.06	375,046.00	-261,651.94	30.24%
Intergvtmt Rev - District #2	0.00	0.00	247,268.00	-247,268.00	0.0%
Total Income	113,394.06	113,394.06	622,314.00	-508,919.94	18.22%
Expense					
General & Administrative					
Accounting	3,664.75	13,130.95	40,000.00	-26,869.05	32.83%
Audit	0.00	0.00	9,900.00	-9,900.00	0.0%
Contingency	0.00	0.00	9,850.00	-9,850.00	0.0%
District Management	4,762.65	27,371.83	38,000.00	-10,628.17	72.03%
Dues & Licenses	0.00	0.00	1,500.00	-1,500.00	0.0%
Election Expense	0.00	0.00	7,000.00	-7,000.00	0.0%
Insurance	0.00	0.00	12,500.00	-12,500.00	0.0%
Legal	0.00	11,776.09	17,250.00	-5,473.91	68.27%
Miscellaneous	66.08	552.19	2,000.00	-1,447.81	27.61%
Repaymt - Dev Advance	0.00	0.00	100,000.00	-100,000.00	0.0%
SDA Dues	0.00	771.94			
Total General & Administrative	8,493.48	53,603.00	238,000.00	-184,397.00	22.52%
Operations & Maintenance					
Landscape - Maintenance	11,286.75	74,414.65	150,000.00	-75,585.35	49.61%
Landscape - Tree Replacement	0.00	0.00	45,000.00	-45,000.00	0.0%
Repairs & Maintenance	0.00	31,920.00	60,000.00	-28,080.00	53.2%
Snow Removal	0.00	888.00	10,000.00	-9,112.00	8.88%
Storm Water Fees	186.62	3,148.98			
Underdrainage	0.00	0.00	72,000.00	-72,000.00	0.0%
Utilities	2,797.71	2,835.12	148,000.00	-145,164.88	1.92%
Total Operations & Maintenance	14,271.08	113,206.75	485,000.00	-371,793.25	23.34%
Total Expense	22,764.56	166,809.75	723,000.00	-556,190.25	23.07%
Net Ordinary Income	90,629.50	-53,415.69	-100,686.00	47,270.31	53.05%
Net Income	90,629.50	-53,415.69	-100,686.00	47,270.31	53.05%



Gold Hill Mesa Metropolitan District #1

PAYABLES

5/18/2023

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
BrightView Landscape	8392979	5/1/2023	11,076.75	
BrightView Landscape	8295666	2/23/2023	5,462.00	
BrightView Landscape	5482663	3/31/2023	2,239.20	
BrightView Landscape	5511742	4/28/2023	105.00	
BrightView Landscape	8310694	3/1/2023	11,076.75	
BrightView Landscape	5511743	4/28/2023	105.00	
BrightView Landscape	5524275	5/10/2023	1,184.32	
BrightView Landscape	5524274	5/10/2023	789.02	
City of Colorado Springs	48007326	4/25/2023	11.18	
City of Colorado Springs	48007329	4/25/2023	11.18	
City of Colorado Springs	48027130	4/25/2023	20.64	
City of Colorado Springs	48030664	4/25/2023	8.17	
City of Colorado Springs	48030665	4/25/2023	4.30	
City of Colorado Springs	48030666	4/25/2023	13.33	
City of Colorado Springs	48030667	4/25/2023	22.79	
City of Colorado Springs	48030673	4/25/2023	9.46	
City of Colorado Springs	48030724	4/25/2023	73.53	
City of Colorado Springs	48030906	4/25/2023	7.31	
City of Colorado Springs	48030936	4/25/2023	4.73	
Clifton Larson Allen	3663194	4/24/2023	2,586.94	
Clifton Larson Allen	42523	4/25/2023	1,077.81	
Colorado Springs Utilities	9987360957	4/4/2023	745.88	
Colorado Springs Utilities	6697214290	4/4/2023	904.90	
Colorado Springs Utilities	4695723283	4/4/2023	436.26	
Colorado Springs Utilities	6843753588	4/4/2023	65.27	
Colorado Springs Utilities	2635324308	4/4/2023	358.86	
Colorado Springs Utilities	7301829863	4/4/2023	67.40	
Colorado Springs Utilities	7003665252	4/4/2023	93.69	
Colorado Springs Utilities	7557791968	4/4/2023	66.08	
Colorado Springs Utilities	4554983108	4/4/2023	84.17	
UNCC	223040635	4/30/2023	41.28	
WSDM District Managers	7410	4/30/2023	4,255.00	
TOTAL			\$ 43,008.20	



Quality Site Assessment

Prepared for: Gold Hill Mesa Metro District

General Information

DATE: Thursday, Mar 30, 2023
NEXT QSA DATE: Monday, Jun 26, 2023
CLIENT ATTENDEES: Rebecca Harris
BRIGHTVIEW ATTENDEES: Jonathan Oltman

Customer Focus Areas

Landscape

Quality you can count on.

7
Seven
Standards of
Excellence



1 Site Cleanliness



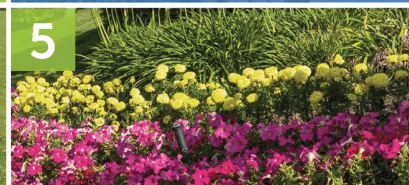
2 Weed Free



3 Green Turf



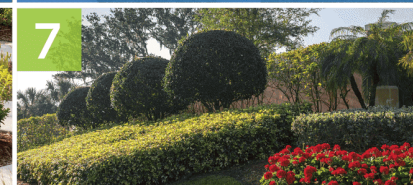
4 Crisp Edges



5 Spectacular Flowers



6 Uniformly Mulched Beds



7 Neatly Pruned Trees & Shrubs

QUALITY SITE ASSESSMENT

Gold Hill Mesa Metro District

Maintenance Items



1 Piles of rock and breeze gravel seen in common areas. Residents likely dumped rock in common areas after personal projects was complete. We will remove in spring clean up.

2 Grasses are to be cut in spring clean up.

Recommendations for Property Enhancements



- 1** Examples of a few mulch beds. Refreshment and replacement is needed. Remaining mulch is sun damaged, compacted, or blown away.

QUALITY SITE ASSESSMENT

Gold Hill Mesa Metro District

Completed Items



1 Leaves still stuck in bushes. These areas will be cleaned up with the ongoing property clean up efforts.

2 Grasses are looking healthy through the winter. We will be ready to cut the grasses short when weather starts to warm in the spring.



Proposal for Extra Work at Gold Hill Mesa Metro Distrcit

Property Name	Gold Hill Mesa Metro Distrcit	Contact	Rebecca Harris
Property Address	142 S Raven Mine Dr Colorado Springs, CO 80905	To	Gold Hill Mesa Metropolitan District
		Billing Address	No 1 c/o WSDM District Managers 614 N Tejon St Colorado Springs, CO 80903

Project Name Bench Installation

Project Description Soil Prep, Placement, and Anchoring of benches.

Scope of Work

QTY	UoM/Size	Material/Description	Total
Bench Install			\$4,403.85
1.00	CUBIC YARD	Dump Rate	
20.00	HOURL	Soil Preparation, Cement Anchor installation	
1.00	DAY	SKID STEAR/Bobcat(w/ bucket only) Daily Operated Equipment	
4.00	BOX	Cement Anchors 10 Pack	
16.00	BAG	Quickrete	
2.00	TON	Cimarron Breeze 3/8" Minus	
1.00	EACH	Misc Materials. (Washers, 6" Cardboard tubing, bolts)	
24.00	EACH	Metal Edging for Breeze. Coyote Roll top Steel Edging 4"x10'	
8.00	BOX	12" Edge Pins 20ct.	
16.00	HOURL	Bench Installation	

For internal use only

SO# 8068839
JOB# 400200351
Service Line 130

Total Price \$4,403.85

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
7357 Cole View, Colorado Springs, CO 80915 ph. (719) 448-9500 fax (719) 448-9501

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature _____ Title _____

Rebecca Harris

Printed Name _____ Date _____

March 22, 2023

BrightView Landscape Services, Inc. "Contractor"

Associate Account Manager

Signature _____ Title _____

Jonathan Charles Oltman

Printed Name _____ Date _____

March 22, 2023

Job #: 400200351

SO #: 8068839

Proposed Price: \$4,403.85



ESTIMATE



Prepared For

John Olson
142 South Raven Mine
Colorado Springs, Colorado 80805
(719) 600-8366

Diamond Cut Landscaping LLC.

2218 Cooper Ave
Colorado Springs, Co. 80907
Phone: (719) 627-2181
Email: zambranad1492@yahoo.com
Web: Next Door

Estimate # 363
Date 04/04/2023
Business / Tax # 20191429851

Description	Total
HAMMOCK INSTALLATION	\$4,323.00
Location [Gold Hill Mesa Metropolitan District] (5) 6ft 3" iron post,(8) 2x2x2 concrete pads,160 bags of concrete of 80lb ,(8) 3/8 in x 5.74 galv eye bolt,(2 bags) FLT WSHRS 3/8 10CT and Labor total price \$4323.00	

Subtotal	\$4,323.00
Total	\$4,323.00
Deposit Due	\$2,593.80

Notes:

All work will be done by Diamond Cut Landscaping LLC. In a professional Manner and courtesy to the client all work will be done in a safe and timely manner and all performance will be done to customer satisfaction any additional service would be an additional charge to the service.

By signing this document, the customer agrees to the services and conditions outlined in this document.



ESTIMATE TO

Gold Hill Metro District
142 S. Raven Mine Drive, Ste 200
Colorado Springs, CO 80905

DATE _____

5/2/2023

ESTIMATE #

50624

REP
RHE

[illegible]