



**WILDGRASS AT ROCKRIMMON METROPOLITAN
DISTRICT**

Regular Board Meeting
Friday, November 21, 2025, at 11:00 a.m.

*Via Teleconference and at
3204 N. Academy Blvd. Ste. 100
Colorado Springs, CO 80917*

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

<https://video.cloudoffice.avaya.com/join/998595021>

United States: +1 (213) 463-4500

Access Code: 998-595-021

Board of Director	Title	Term
Doug Conrath	President	May 2029
Greg Mitchell	Secretary	May 2029
Aaron Filonowich	Treasurer	May 2027
Vacant	Assistant Secretary	May 2029 (Appointment to 2027)
Vacant	Assistant Secretary	May 2027

AGENDA

1. Call to Order/Declaration of Quorum.
2. Conflict of Interest Disclosures.
3. Approval of Agenda. Confirm location of meeting and posting of meeting notice.
4. Public Comment - Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
5. Discuss vacancies on the Board, consider the appointment of Cynthia Villanueva to the Board, and consider the appointment of officers:

President: _____
Treasurer: _____
Secretary: _____
Assistant Secretary: _____
Assistant Secretary: _____
6. Review and consider approval of Meeting Minutes from July 17, 2025, and October 20, 2025 (**enclosures**).
7. Discuss business to be conducted in 2026 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates and consider adoption of Resolution Establishing Regular Meeting Dates, Time, and Location, and Designating Location for Posting of 24-Hour Notices (**enclosure**).
8. Discuss and consider approval of engagement of Wisdom Management, LLC for 2026 Management and Accounting Services (**enclosure**).
9. Authorize renewal of the District's insurance and Special District Association (SDA) membership for 2026.

10. Legal Matters

- a. Discuss HB25-1090 compliance related to professional services provider engagements.
- b. Discuss requirements of Section 32-1-809, C.R.S., and direct staff regarding compliance for 2026 (District Transparency Notice).

11. Financial Matters

- a. Discuss bond refinancing matters (if necessary).
- b. Review Unaudited Financial Statements as of October 31, 2025 **(enclosure)**.
- c. Ratification of Approved Payables through November 13, 2025 **(enclosure)**.
- d. Discuss potential change in monthly fee; Consider adoption of resolution regarding same (if necessary).
- e. Conduct Public Hearing to consider amendment of the 2025 Budget. If necessary, consider adoption of Resolution to Amend the 2025 Budget.
- f. Conduct Public Hearing on the proposed 2026 Budget and consider adoption of Resolution to Adopt the 2026 Budget and Appropriate Sums of Money and Resolution to Set Mill Levies **(enclosures)**.
- g. Discuss and consider adoption of Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan.
- h. Authorize District Accountant to prepare and sign the DLG-70 Certification of Tax Levies form ("Certification") and Mill Levy Public Information form, and direct District Accountant to file the Certification with the Board of County Commissioners and other interested parties.
- i. Consider appointment of District Accountant to prepare 2027 Budget.
- j. Discuss statutory and bond requirements for an audit. Consider appointment of District Accountant to prepare Application for Exemption from Audit for 2025 or consider engagement of an Auditor to perform 2025 Audit.

12. New Business

- a. Review and consider bids for trash/recycling services **(under separate cover)**.
- b. Review and consider approval of Elevate Landscapes, inc. d/b/a Elevate Landscapes 2026 Contract **(enclosure)**.
- c. Ratification of Elevate Landscapes, Inc. d/b/a Elevate Landscapes 2025-2026 Snow Removal Contract **(enclosure)**
- d. Review and consider Amendment of Wildgrass At Rockrimmon Metropolitan District Homeowner Design Guidelines **(enclosure)**

13. Other Business

14. Adjourn

There are no more regular meetings scheduled for 2025.



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**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
WILDGRASS AT ROCKRIMMON METROPOLITAN DISTRICT
HELD July 17, 2025
AT 10 AM**

Pursuant to posted notice, the regular meeting of the Board of Directors of the Wildgrass at Rockrimmon Metropolitan District was held on Thursday, July 17, at 10 AM, at 614 N. Tejon St., Colorado Springs, CO 80903 and via tele/videoconference: <https://video.cloudoffice.avaya.com/join/998030531>.

Attendance:

In attendance were Directors:

Doug Conrath,	President
Greg Mitchell,	Secretary

Directors Attending Virtually – put in table

Aaron Filonowich,	Treasurer
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Also in attendance were:

Adam Noel,	District Manager
Suzanne Meintzer, Esq., McGeady Becher Cortese Williams P.C.	District Counsel
Sue Gonzales,	Resident

1. Call to Order:

The meeting was called to order at 10 AM by Mr. Noel.

2. Declaration of Quorum/Director Qualifications/ Disclosure Matters:

Mr. Noel indicated that a quorum of the Boards was present, stating that each Director has been qualified as an eligible elector of the District pursuant to Colorado law. The Directors confirmed their qualifications. Mr. Noel informed the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Noel reported that disclosures for those directors with potential or existing conflicts of interest were filed with the Secretary of State's Office and the Boards at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Noel inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest regarding any matters scheduled for discussion at the meeting. No additional disclosures were noted. The Board determined that the participation of the members present was necessary to obtain quorum or otherwise enable the Board to act.

3. Approval of Agenda:

President Conrath moved to approve the Agenda as presented; seconded by Director Mitchell. Motion passed unanimously.

4. Public Comment: No comments from public in attendance.
5. Discuss results of the May 6, 2025 Regular Election:
Mr. Noel discussed that the May 6, 2025 regular election was canceled due to there not being enough self-nomination forms returned by the deadline. Karen Brandenburg decided to not submit a self-nomination form, so there are now two vacant seats on the Board.
6. Discuss vacancies on the Board and consider appointment of officers:
President Conrath moved to appoint Aaron Filonowich to the position of Treasurer and to keep Doug Conrath at President and Greg Mitchell at Secretary; seconded by Director Filonowich. Motion passed unanimously.
7. Approval of November 14, 2024, Regular Board Meeting Minutes:
After review, President Conrath moved to approve the November 14, 2024, Regular Board Meeting Minutes as presented; seconded by Director Mitchell. Motion passed unanimously.
8. Approval of November 14, 2024, Annual Town Hall Meeting Minutes:
After review, President Conrath moved to approve the November 14, 2024, Annual Town Hall Meeting Minutes as presented; seconded by Director Filonowich. Motion passed unanimously.
9. Legal Matters
 - a. Discuss 2025 Legislation potentially impacting the District: Attorney Meintzer updated the Board regarding new House Bills directly impacting the District to include information being added to the website and statutory compliance with the Annual Meeting requirements. Attorney Meintzer will be working with Mr. Noel to ensure the District is in compliance with any new House Bills affecting the District.
10. Financial Matters:
 - a. Approve Unaudited Financial Reports through June 30, 2025: Mr. Noel presented the unaudited financials. After discussion, President Conrath moved to approve the Unaudited Financial Reports through June 30, 2025, as presented; seconded by Director Mitchell. Motion passed unanimously.
 - b. Ratify and Approve Payables through July 17, 2025: Mr. Noel presented the Payables for the period. After discussion, President Conrath motioned to approve the payables as amended to include reimbursement to Director Mitchell for \$389.07 for materials purchased; seconded by Director Filonowich. Motion passed unanimously.
 - c. Acknowledge the filing of the Application for Exemption from 2024 Audit: After discussion, President Conrath motioned to ratify the approval of the Resolution for Exemption from 2024 Audit as presented; seconded by Director Filonowich. Motion passed unanimously.
11. New Business:
 - a. Ratify Elevate Landscapes, Inc. d/b/a Elevate Landscapes 2025 Contract: After review, President Conrath motioned to ratify the approval of the Elevate Landscapes, Inc. d/b/a Elevate Landscapes 2025 Contract as presented; seconded by Director Mitchell. Motion passed unanimously.



- b. Discuss Regular Irrigation Repairs to the Landscaping: Mr. Noel commented on the year-to-date status of money spent on irrigation repairs, and the Board discussed adding the item to the Budget discussion in the November meeting.
- c. Review and Consider Adoption of Policy to Install Permanent Exterior Lighting: Mr. Noel presented the draft Policy to Install Permanent Exterior Lighting to the Board. Attorney Meintzer recommended that the Board amend the existing design guidelines, adding language regarding permanent exterior lighting, rather than adopting a separate policy. After discussion, President Conrath motioned to amend the current Design Guidelines, adding the additional language regarding permanent exterior lighting and to have the Board review and approve the final language through an email vote; seconded by Director Filonowich. Motion passed unanimously.

11. Adjourn: Mr. Noel adjourned the meeting at 11:02 AM.

- a. Next Regular Meeting scheduled: November 13th, 2025 at 10 AM.

Submitted by: Recording Secretary

THESE MINUTES ARE APPROVED AS THE OFFICIAL JULY 17th, 2025 REGULAR MEETING MINUTES OF THE WILDGRASS AT ROCKRIMMON METROPOLITAN DISTRICT.

Approved by: Secretary of the Board



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**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE
WILDGRASS AT ROCKRIMMON METROPOLITAN DISTRICT
HELD OCTOBER 20, 2025
AT 1:00 PM**

Pursuant to posted notice, the special meeting of the Board of Directors of the Wildgrass at Rockrimmon Metropolitan District was held on Monday, October 20, at 1:00 PM, at 3204 N. Academy Blvd. Ste. 100, Colorado Springs, CO 80917 and via tele/videoconference: <https://video.cloudoffice.avaya.com/join/679807472>.

Attendance:

Directors Attending Virtually

Doug Conrath,	President
Greg Mitchell,	Secretary
Aaron Filonowich,	Treasurer

Also in attendance were:

Adam Noel,	District Manager
Suzanne Meintzer, Esq., McGeady Becher Cortese Williams P.C.	District Counsel
Sue Gonzales,	Resident
Tim Morzel,	D.A. Davidson

1. Call to Order:

The meeting was called to order at 1:03 PM by Mr. Noel.

2. Declaration of Quorum/Director Qualifications/ Disclosure Matters:

Mr. Noel indicated that a quorum of the Boards was present, stating that each Director has been qualified as an eligible elector of the District pursuant to Colorado law. The Directors confirmed their qualifications. Mr. Noel informed the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Noel reported that disclosures for those directors with potential or existing conflicts of interest were filed with the Secretary of State's Office and the Boards at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Noel inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest regarding any matters scheduled for discussion at the meeting. No additional disclosures were noted. The Board determined that the participation of the members present was necessary to obtain quorum or otherwise enable the Board to act.

3. Approval of Agenda:

Director Mitchell moved to approve the Agenda as amended to remove review of meeting minutes from July 17, 2025; seconded by Director Filonowich. Motion passed unanimously.

4. Public Comment: No comments from public in attendance.



5. Legal Matters:

- a. Discuss Refunding Options of Series 2020 Bonds: Tim Morzel with D.A. Davidson presented potential refinancing options for the existing Series 2020 Bonds to include entering into a tax-free loan with a commercial bank at a lower interest rate than the current senior and subordinate bonds. After discussion, Director Mitchell motioned to review the potential refunding options sent out from the collaboration between Attorney Meintzer and Mr. Noel and to make a final vote by the end of the week over email; seconded by President Conrath. Motion passed unanimously.

11. Adjourn: Mr. Noel adjourned the meeting at 2:07 PM.

- a. Next Regular Meeting scheduled: November 13th, 2025 at 10 AM.

Submitted by: Recording Secretary

THESE MINUTES ARE APPROVED AS THE OFFICIAL OCTOBER 20th, 2025 SPECIAL MEETING MINUTES OF THE WILDGRASS AT ROCKRIMMON METROPOLITAN DISTRICT.

Approved by: Secretary of the Board



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**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WILDGRASS AT ROCKRIMMON METROPOLITAN DISTRICT
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are 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 physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Wildgrass at Rockrimmon Metropolitan District (the “**District**”), El Paso County, Colorado:

1. That regular meetings of the District Board for the year 2026 shall be held on _____, at __:00 __.m., via video/teleconference.
2. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.
3. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.
4. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.
5. That the District has established the following District Website, <https://wildgrass-rockrimmonmd.colorado.gov/>, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.
6. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:
 - (a) The mailbox cluster on Wildgrass way near the open space.
7. The District Manager, or his/her designee, is hereby appointed to post the above-referenced notices.
8. To the extent that regular and special meetings of the District Board are electronically recorded, such recordings are not a part of the official record. The Board shall use written summary minutes as the manner and media for recording its regular and special public meetings and such written summary minutes are considered the official record.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING
DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR
NOTICES]**

RESOLUTION APPROVED AND ADOPTED on November 13, 2025.

**WILDGRASS AT ROCKRIMMON
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary



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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

WILDGRASS AT ROCKIMMON METROPOLITAN DISTRICT

Re: Wisdom Management, LLC dba WSDM Contract for 2026 services

Dear Board of Directors,

We are pleased to present this continued Management Services Engagement Agreement for the Wildgrass at Rockrimmon Metropolitan District (“District”). By signing below, the District agrees to retain Wisdom Management, LLC dba WSDM – Managers (“WSDM”) to provide ongoing professional management services for the 2026 calendar year.

Scope of Services

WSDM will provide day-to-day management of the District at the direction of its Board of Directors. Services are described in detail in Exhibit A (Designation of Responsibilities) and Exhibit B (Scope of Services). WSDM will perform these duties in a professional, transparent, and efficient manner consistent with Colorado Special District best practices.

Service Fee

Based on the scope of work for the District, WSDM will provide the described services for a fixed monthly management fee \$2,500 per month. This fee represents WSDM’s best estimate of the time and resources required to manage the District’s operations.

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.

Closing Request Fee – collected at closing \$ 100.00

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.

Thank you for the opportunity to continue serving your District. Please contact us with any questions regarding this engagement.

Respectfully,

Approved:

Rebecca Harris, CEO &Owner

Wisdom Management, LLC

Date: _____

Doug Conrath, Board President

Date: _____

EXHIBIT - A

Designation of Responsibilities

Management Services

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



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Wildgrasss At Rockrimmon Metro District
Balance Sheet
As of October 31, 2025

	Oct 31, 25
ASSETS	
Current Assets	
Checking/Savings	
ECB Checking	
Capital Fund Reserve	15,000.00
ECB Checking - Other	58,833.08
Total ECB Checking	73,833.08
UMB Bond Account 153386.1	87,881.64
UMB - Reserve Fund 153386.2	77,896.58
Total Checking/Savings	239,611.30
Other Current Assets	
Prepaid Insurance	450.00
Total Other Current Assets	450.00
Total Current Assets	240,061.30
Other Assets	
Suspense	817.88
Total Other Assets	817.88
TOTAL ASSETS	240,879.18
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	4,625.07
Total Accounts Payable	4,625.07
Total Current Liabilities	4,625.07
Long Term Liabilities	
CLA Settlement	8,750.00
Total Long Term Liabilities	8,750.00
Total Liabilities	13,375.07
Equity	
Fund Balance	121,953.08
Retained Earnings	-6,517.56
Net Income	112,068.59
Total Equity	227,504.11
TOTAL LIABILITIES & EQUITY	240,879.18

Wildgrass At Rockrimmon Metro District
Balance Sheet Prev Year Comparison
As of October 31, 2025

	Oct 31, 25	Oct 31, 24	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
ECB Checking				
Capital Fund Reserve	15,000.00	5,000.00	10,000.00	200.0%
ECB Checking - Other	58,833.08	51,618.28	7,214.80	14.0%
Total ECB Checking	73,833.08	56,618.28	17,214.80	30.4%
UMB Bond Account 153386.1	87,881.64	191,927.69	-104,046.05	-54.2%
UMB - Reserve Fund 153386.2	77,896.58	77,032.98	863.60	1.1%
Total Checking/Savings	239,611.30	325,578.95	-85,967.65	-26.4%
Other Current Assets				
Prepaid Insurance	450.00	2,799.00	-2,349.00	-83.9%
Property Tax Receivable	0.00	504.70	-504.70	-100.0%
Total Other Current Assets	450.00	3,303.70	-2,853.70	-86.4%
Total Current Assets	240,061.30	328,882.65	-88,821.35	-27.0%
Other Assets				
Suspense	817.88	0.00	817.88	100.0%
Total Other Assets	817.88	0.00	817.88	100.0%
TOTAL ASSETS	240,879.18	328,882.65	-88,003.47	-26.8%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable	4,625.07	8,938.18	-4,313.11	-48.3%
Total Accounts Payable	4,625.07	8,938.18	-4,313.11	-48.3%
Other Current Liabilities				
Deferred Property Tax Revenue	0.00	504.70	-504.70	-100.0%
Total Other Current Liabilities	0.00	504.70	-504.70	-100.0%
Total Current Liabilities	4,625.07	9,442.88	-4,817.81	-51.0%
Long Term Liabilities				
CLA Settlement	8,750.00	11,750.00	-3,000.00	-25.5%
Total Long Term Liabilities	8,750.00	11,750.00	-3,000.00	-25.5%
Total Liabilities	13,375.07	21,192.88	-7,817.81	-36.9%

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11/07/25

Accrual Basis

Wildgrass At Rockrimmon Metro District
Balance Sheet Prev Year Comparison
As of October 31, 2025

	Oct 31, 25	Oct 31, 24	\$ Change	% Change
Equity				
Fund Balance	121,953.08	121,953.08	0.00	0.0%
Retained Earnings	-6,517.56	78,479.87	-84,997.43	-108.3%
Net Income	112,068.59	107,256.82	4,811.77	4.5%
Total Equity	227,504.11	307,689.77	-80,185.66	-26.1%
TOTAL LIABILITIES & EQUITY	240,879.18	328,882.65	-88,003.47	-26.8%

Wildgrass At Rockrimmon Metro District
Profit & Loss Budget vs. Actual
January through October 2025

General Fund					
TOTAL					
	Oct 25	Jan - Oct 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Property Tax	0.00	30,490.37	30,490.00	0.37	100.0%
Specific Ownership Tax	245.81	2,187.15	2,134.00	53.15	102.49%
Delinquent Interest	0.00	62.66			
District Service Fees	7,696.33	73,188.47	91,200.00	-18,011.53	80.25%
Total Income	7,942.14	105,928.65	123,824.00	-17,895.35	85.55%
Expense					
General & Administration					
Bank Fees	0.00	13.59			
CLA Settlement	0.00	0.00	3,000.00	-3,000.00	0.0%
District Management	2,500.00	16,377.55	22,500.00	-6,122.45	72.79%
Dues	0.00	402.63	500.00	-97.37	80.53%
Election Expense	0.00	382.76	5,000.00	-4,617.24	7.66%
Insurance	0.00	2,799.00	3,500.00	-701.00	79.97%
Legal Fees	0.00	3,920.38	15,000.00	-11,079.62	26.14%
Postage	105.27	930.40	1,500.00	-569.60	62.03%
Contingency	0.00	0.00	5,000.00	-5,000.00	0.0%
Total General & Administration	2,605.27	24,826.31	56,000.00	-31,173.69	44.33%
Operations & Maintenance					
Landscaping	1,619.89	19,153.45	20,000.00	-846.55	95.77%
Repairs & Maintenance	262.46	798.72	5,000.00	-4,201.28	15.97%
Snow Removal	0.00	1,941.75	4,000.00	-2,058.25	48.54%
Storm Water	0.00	481.95	600.00	-118.05	80.33%
Trash Service	1,471.14	14,355.27	16,500.00	-2,144.73	87.0%
Utilites	19.94	989.68	1,000.00	-10.32	98.97%
Water / Sewer	2,015.98	14,377.19	18,000.00	-3,622.81	79.87%
Total Operations & Maintenance	5,389.41	52,098.01	65,100.00	-13,001.99	80.03%
Treasurer Collection Fee	0.00	458.31	457.00	1.31	100.29%
Total Expense	7,994.68	77,382.63	121,557.00	-44,174.37	63.66%
Net Ordinary Income	-52.54	28,546.02	2,267.00	26,279.02	1,259.2%
Other Income/Expense					
Other Expense					
Other Expense					
Transfer to Capital Improvement	0.00	10,000.00	10,000.00	0.00	100.0%
Total Other Expense	0.00	10,000.00	10,000.00	0.00	100.0%
Total Other Expense	0.00	10,000.00	10,000.00	0.00	100.0%
Net Other Income	0.00	-10,000.00	-10,000.00	0.00	100.0%
Net Income	-52.54	18,546.02	-7,733.00	26,279.02	-239.83%

Wildgrass At Rockrimmon Metro District
Profit & Loss Budget vs. Actual
January through October 2025

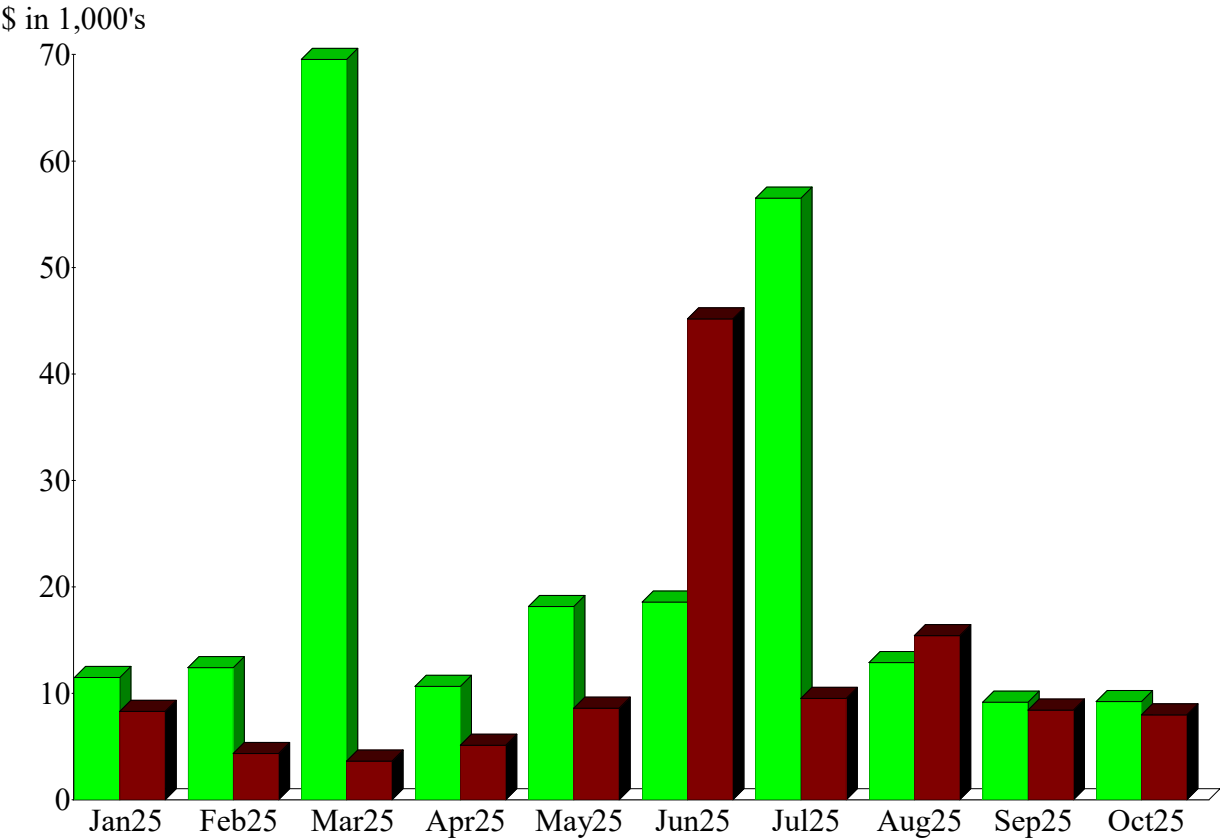
Debt Service Fund

	TOTAL				
	Oct 25	Jan - Oct 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
Property Tax	0.00	101,451.52	101,451.00	0.52	100.0%
Specific Ownership Tax	817.88	7,277.47	7,102.00	175.47	102.47%
Delinquent Interest	0.00	208.51			
Total Income	817.88	108,937.50	108,553.00	384.50	100.35%
Expense					
Bond Expense					
Bond Interest Series 2020B	0.00	0.00	28,055.00	-28,055.00	0.0%
Bond Interest Series 2020A	0.00	23,750.00	47,500.00	-23,750.00	50.0%
Bond PrincipalSeries 2020A	0.00	0.00	10,000.00	-10,000.00	0.0%
Paying Agent Fee	0.00	4,000.00	4,000.00	0.00	100.0%
Total Bond Expense	0.00	27,750.00	89,555.00	-61,805.00	30.99%
Treasurer Collection Fee	0.00	1,524.90	1,522.00	2.90	100.19%
Total Expense	0.00	29,274.90	91,077.00	-61,802.10	32.14%
Net Ordinary Income	817.88	79,662.60	17,476.00	62,186.60	455.84%
Other Income/Expense					
Other Income					
Interest Income	485.52	3,859.97	9,000.00	-5,140.03	42.89%
Total Other Income	485.52	3,859.97	9,000.00	-5,140.03	42.89%
Total Other Income	485.52	3,859.97	9,000.00	-5,140.03	42.89%
Net Other Income	485.52	3,859.97	9,000.00	-5,140.03	42.89%
Net Income	<u>1,303.40</u>	<u>83,522.57</u>	<u>26,476.00</u>	<u>57,046.57</u>	<u>315.47%</u>

Wildgrass At Rockrimmon Metro District
Profit & Loss Budget vs. Actual
January through October 2025
Capital Improvements Fund

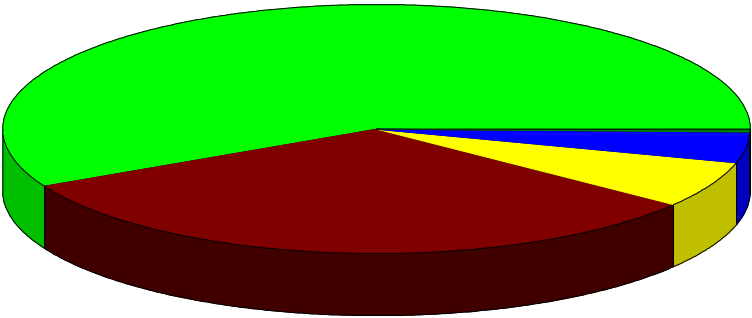
	TOTAL				
	Oct 25	Jan - Oct 25	Budget	\$ Over Budget	% of Budget
Other Income/Expense					
Other Income					
Other Income					
Transfer From General Fund	0.00	10,000.00	10,000.00	0.00	100.0%
Total Other Income	0.00	10,000.00	10,000.00	0.00	100.0%
Total Other Income	0.00	10,000.00	10,000.00	0.00	100.0%
Net Other Income	0.00	10,000.00	10,000.00	0.00	100.0%
Net Income	0.00	10,000.00	10,000.00	0.00	100.0%

Income and Expense by Month
January through October 2025

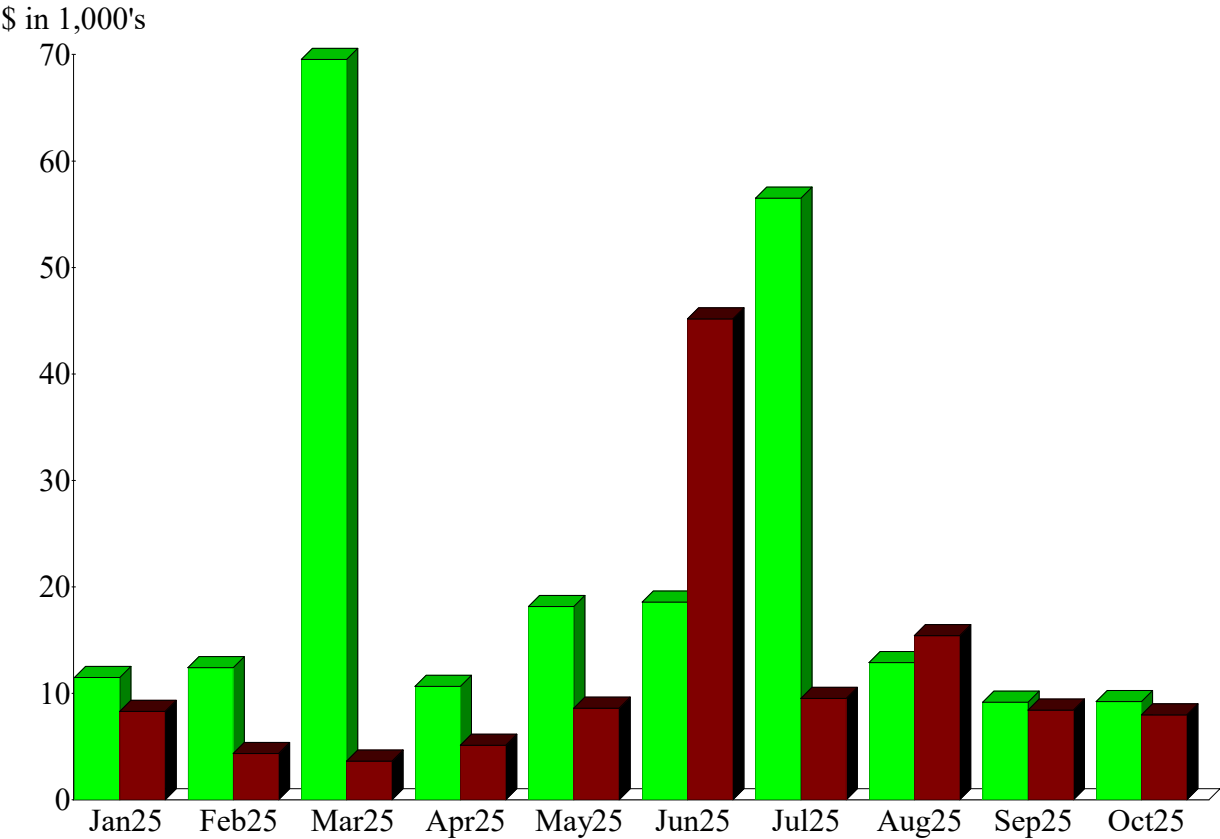


Income Summary
January through October 2025

Property Tax	57.69%
District Service Fees	32.00
Other Income	6.06
Specific Ownership Tax	4.14
Delinquent Interest	0.12
Total	\$228,726.12

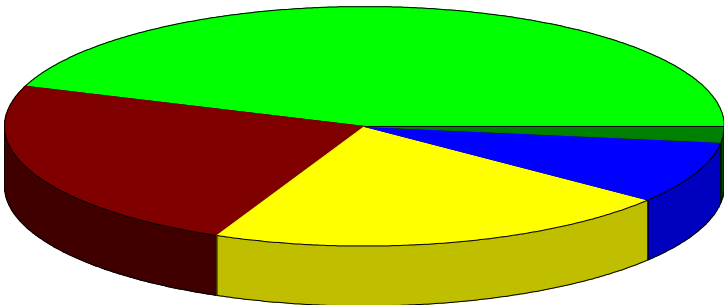


Income and Expense by Month
January through October 2025



Expense Summary
January through October 2025

Operations & Maintenance	44.66%
Bond Expense	23.79
General & Administration	21.28
Other Expense	8.57
Treasurer Collection Fee	1.70
Total	\$116,657.53





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Wildgrass At Rockrimmon Metro District

Payment Request

11/13/2025

General Fund Account

Company	Invoice	Date	Amount	Comments
Clifton Larson Allen	112025	11/1/2025	\$ 250.00	Recurring Settlement Installment
Elevate Landscape	9359	11/1/2025	\$ 1,619.89	November Landscape Contract
Waste Management	7530793-2528-2	11/3/2025	\$ 1,470.70	Set up on Autopay
WSDM Managers	1108	10/31/2025	\$ 2,514.15	
Total:			\$ 5,854.74	

Bank Balance Before Withdraw	\$ 57,437.16
Current Payables	\$ (5,854.74)
Bank Balance After Withdraw	\$ 51,582.42

	Total Payables
\$	(5,854.74)

Wildgrass at Rockrimmon Metropolitan District



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**RESOLUTION TO ADOPT BUDGET AND APPROPRIATE SUMS OF MONEY
RESOLUTION OF THE BOARD OF DIRECTORS OF WILDGRASS AT
ROCKRIMMON METROPOLITAN DISTRICT, EL PASO COUNTY, COLORADO,
PURSUANT TO SECTION 29-1-108, C.R.S., SUMMARIZING EXPENDITURES AND
REVENUES FOR EACH FUND, ADOPTING A BUDGET AND APPROPRIATING
SUMS OF MONEY FOR THE BUDGET YEAR 2026**

A. The Board of Directors of Wildgrass at Rockrimmon Metropolitan District (the “**District**”) has appointed WSDM District Managers to prepare and submit a proposed budget to said governing body at the proper time.

B. WSDM District Managers has submitted a proposed budget to this governing body for its consideration.

C. Upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 13, 2025, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget.

D. The budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and other laws or obligations which are applicable to or binding upon the District.

E. 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.

F. The Board of Directors has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget.

G. It is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WILDGRASS AT ROCKRIMMON METROPOLITAN DISTRICT, EL PASO COUNTY, COLORADO:

1. The budget, as submitted, amended, and summarized by fund, is hereby approved and adopted as the budget of the District for the year stated above.

2. The budget is hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. The sums set forth as the total expenditures of each fund in the budget attached hereto as **Exhibit A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION TO ADOPT
BUDGET AND APPROPRIATE SUMS OF MONEY]**

RESOLUTION APPROVED AND ADOPTED on November 13, 2025.

**WILDGRASS AT ROCKRIMMON
METROPOLITAN DISTRICT**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Budget

WILDGRASS AT ROCKRIMMON METROPOLITAN DISTRICT
2026 BUDGET
GENERAL FUND

	2024 ACTUAL	2025 ACTUAL	2025 PROJECTED	2025 BUDGET	2026 BUDGET
GENERAL FUND BEGINNING BALANCE	\$ 67,946	\$ 86,560	\$ 86,560	\$ 90,005	\$ 82,477
REVENUES					
PROPERTY TAXES - O&M	\$ 30,758	\$ 30,490	\$ 30,490	\$ 30,490	\$ 30,360
SPECIFIC OWNERSHIP TAXES - O&M	\$ 2,861	\$ 1,941	\$ 2,134	\$ 2,134	\$ 2,125
DELINQUENT INTEREST	\$ 49	\$ 63	\$ 63	\$ -	
DISTRICT SERVICE FEES	\$ 92,272	\$ 59,769	\$ 79,692	\$ 91,200	\$ 86,640
LATE FEES/PENALTIES	\$ -			\$ -	
INTEREST INCOME	\$ -			\$ -	
TOTAL REVENUES	\$ 125,940	\$ 92,263	\$ 112,380	\$ 123,825	\$ 119,126
TOTAL REVENUES AND FUND BALANCE	\$ 193,886	\$ 178,823	\$ 198,940	\$ 213,829	\$ 201,603
EXPENDITURES					
GENERAL AND ADMINISTRATIVE					
BANK FEES	\$ 10	\$ 14	\$ 20	\$ -	\$ 50
CLA SETTLEMENT	\$ 3,000	\$ 2,250	\$ 3,000	\$ 3,000	\$ 3,000
CONTINGENCY			\$ 5,000	\$ 5,000	\$ 5,000
COUNTY TREASURERS FEE	\$ 462	\$ 458	\$ 458	\$ 457	\$ 455
COVENANT ENFORCEMENT				\$ -	
DISTRICT MANAGEMENT/ACCOUNTING	\$ 18,928	\$ 10,694	\$ 20,000	\$ 22,500	\$ 30,000
DUES - SDA	\$ 374	\$ 403	\$ 403	\$ 500	\$ 500
ELECTION	\$ 25	\$ 383	\$ 383	\$ 5,000	\$ -
INSURANCE	\$ 2,551	\$ 2,799	\$ 2,799	\$ 3,500	\$ 3,500
LEGAL	\$ 13,533	\$ 3,198	\$ 7,500	\$ 15,000	\$ 10,000
MISCELLANEOUS	\$ 123			\$ -	
POSTAGE	\$ 1,556	\$ 823	\$ 1,500	\$ 1,500	\$ 2,000
OPERATIONS AND MAINTENANCE					
LANDSCAPING	\$ 15,835	\$ 15,914	\$ 20,000	\$ 20,000	\$ 25,000
REPAIRS & MAINTENANCE	\$ 5,497		\$ 5,000	\$ 5,000	\$ 5,000
SNOW REMOVAL	\$ 5,506	\$ 1,942	\$ 4,000	\$ 4,000	\$ 5,000
STORM WATER	\$ 642	\$ 438	\$ 600	\$ 600	\$ 1,000
TRASH COLLECTION	\$ 16,375	\$ 11,411	\$ 16,500	\$ 16,500	\$ 16,500
UTILITIES	\$ 1,018	\$ 947	\$ 1,300	\$ 1,000	\$ 1,500
WATER/SEWER	\$ 16,890	\$ 9,307	\$ 18,000	\$ 18,000	\$ 18,000
TOTAL EXPENDITURE	\$ 102,325	\$ 60,981	\$ 106,463	\$ 121,557	\$ 126,505
TRANSFER TO DEBT SERVICE FUND	\$ -			\$ -	
TRANSFER TO CAPITAL IMPROVEMENTS FUND	\$ (5,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	
ENDING FUND BALANCE	\$ 86,560	\$ 107,842	\$ 82,477	\$ 82,272	\$ 75,097
EMERGENCY RESERVE: State Required 3%	\$ 3,070	\$ 1,829	\$ 3,194	\$ 3,647	\$ 3,795
ASSESSED VALUATION	\$ 2,564,470	\$ 2,566,300	\$ 2,566,300	\$ 2,566,300	\$ 2,345,700
MILL LEVY	11.881	11.881	11.881	11.881	12.943



WILDGRASS AT ROCKRIMMON METROPOLITAN DISTRICT
2026 BUDGET
DEBT SERVICE FUND

	2024 ACTUAL	2025 ACTUAL	2025 PROJECTED	2025 BUDGET	2026 BUDGET
DEBT FUND BEGINNING BALANCE	\$ 186,424	\$ 73,482	\$ 73,482	\$ 174,589	\$ 94,167
REVENUES					
PROPERTY TAXES	\$ 92,272	\$ 101,452	\$ 101,452	\$ 101,451	\$ 91,081
SPECIFIC OWNERSHIP TAXES	\$ 8,582	\$ 6,460	\$ 7,102	\$ 7,102	\$ 6,376
DELINQUENT INTEREST	\$ 148	\$ 208	\$ 208	\$ -	\$ -
INTEREST INCOME	\$ 10,450	\$ 2,879	\$ 3,000	\$ 9,000	\$ -
TOTAL REVENUES	\$ 111,452	\$ 110,999	\$ 111,762	\$ 117,553	\$ 97,457
TOTAL REVENUES AND FUND BALANCE	\$ 297,876	\$ 184,481	\$ 185,244	\$ 292,141	\$ 191,624
EXPENDITURES					
COUNTY TREASURER'S FEE	\$ 1,386	\$ 1,525	\$ 1,522	\$ 1,522	\$ 1,366
PAYING AGENT FEE	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	
CONTINGENCY	\$ -			\$ -	
BOND PRINCIPAL	\$ 10,000		\$ 10,000	\$ 10,000	\$ 10,000
BOND INTEREST	\$ 48,000	\$ 23,750	\$ 47,500	\$ 47,500	\$ 47,000
SUBORDINATE BOND INTEREST	\$ 73,008		\$ 28,055	\$ 28,055	
SUBORDINATE BOND PRINCIPAL	\$ 88,000			\$ -	
TOTAL EXPENDITURES	\$ 224,394	\$ 29,275	\$ 91,077	\$ 91,077	\$ 58,366
TRANSFER FROM GENERAL FUND	\$ -			\$ -	
ENDING FUND BALANCE	\$ 73,482	\$ 155,206	\$ 94,167	\$ 201,065	\$ 133,258
ASSESSED VALUATION	\$ 2,564,470			\$ 2,566,300	\$ 2,345,700
MILL LEVY	35.642			39.532	38.829

WILDGRASS AT ROCKRIMMON METROPOLITAN DISTRICT
2026 BUDGET
CAPITAL IMPROVEMENTS FUND

	2024 ACTUAL	2025 ACTUAL	2025 PROJECTED	2025 BUDGET	2026 BUDGET
BEGINNING CAPITAL IMPROVEMENTS FUND BAL	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
REVENUES					
TRANSFER IN FROM GENERAL FUND	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
TOTAL REVENUES AND FUND BALANCE	\$ 5,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 25,000
EXPENDITURES					
ENDING FUND BALANCE	\$ 5,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 25,000

I, _____, hereby certify that I am the duly appointed Secretary of the Wildgrass at Rockrimmon Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2026, duly adopted at a meeting of the Board of Directors of the Wildgrass at Rockrimmon Metropolitan District held on November 13, 2025.

Secretary



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**RESOLUTION OF THE BOARD OF DIRECTORS OF WILDGRASS AT
ROCKRIMMON METROPOLITAN DISTRICT AUTHORIZING ADJUSTMENT OF
THE DISTRICT MILL LEVY IN ACCORDANCE WITH THE SERVICE PLAN**

A. Wildgrass at Rockrimmon Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes.

B. The District operates pursuant to its Amended and Restated Service Plan approved by the City Council of the City of Colorado Springs, Colorado, on May 22, 2018 (the “**Service Plan**”), which provides the District with the authority to impose mill levies on taxable property. Such mill levies will be the primary source of revenue for repayment of debt service, public improvements, and operations and maintenance costs of the District.

C. C. The Service Plan authorizes a maximum mill levy of 10 mills for operations and maintenance (the “**Maximum O&M Mill Levy**”) and a maximum mill levy of 30 mills for debt service on residential property (the “**Maximum Debt Mill Levy**,” and together with the Maximum O&M Mill Levy, the “**Maximum Combined Mill Levy**”).

D. Sections VI.E.1.b and VI.J of the Service Plan authorize adjustment of the Maximum Debt Mill Levy and Maximum O&M Mill Levy, respectively, in the event that the method of calculating assessed valuation is changed after January 1, 2006 (the “**Baseline Year**”), by any change in law, change in method of calculation, or in the event of any legislation or constitutionally mandated tax credit, cut, or abatement. The Maximum Mill Levy may be increased or decreased to reflect such changes. Such increases or decreases shall be determined by the Board of Directors (the “**Board**”) in good faith (such determination to be binding and final) so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes.

E. The Service Plan provides that, for purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

F. The history of the residential assessment ratio in Colorado since property tax assessment year 1995, as set by the Colorado General Assembly, or as voted by the electors of the State of Colorado, is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

G. At the time of the Baseline Year, the residential assessment ratio set by the Colorado General Assembly was 7.96%.

H. In 2024, the General Assembly passed Senate Bill 24-233 and House Bill 24B-1001 (collectively, the “**2024 Legislation**”), which amended Section 39-1-104.2, C.R.S., among other things, by reducing the residential assessment ratio for property tax assessment year 2025 for local governments that are not a school district, as follows:

1. If the increase in statewide value of growth between property tax year 2024 and property tax year 2025, as determined by the State Board of Equalization (the “SBOE”), is greater than five percent (5%) then residential real property will be assessed at 6.15%; or

2. If the increase in statewide value of growth between property tax year 2024 and property tax year 2025, as determined by the SBOE, is less than or equal to five percent (5%) then residential real property will be assessed at 6.25%.

I. On October 10, 2025, the SBOE certified the statewide actual value of growth between property tax year 2024 and property tax year 2025 at less than five percent (5%). As a result, and in accordance with the 2024 Legislation, residential real property will be assessed at 6.25% for property tax assessment year 2025 for local governments that are not a school district, including the District.

J. In compliance with the Service Plan, to mitigate the effect of the reduction in the assessment ratio for residential real property set by the 2024 Legislation for property tax assessment year 2025 (for collection year 2026), the Board determines it to be in the best interest of the District, its residents, users, property owners, and the public, to adjust the Maximum Combined Mill Levy, so that the actual tax revenues to be received by the District are neither diminished nor enhanced as a result of the change in the ratio of valuation for assessment since the Baseline Year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Wildgrass at Rockrimmon Metropolitan District, City of Colorado Springs, El Paso County, Colorado:

1. The Board hereby authorizes the adjustment of the Maximum Combined Mill Levy to reflect that, in accordance with the 2024 Legislation, the assessment ratio applicable to residential real property is 6.25% for property tax assessment year 2025, which is a change from the 7.96% ratio of valuation for assessment of residential property as of the Baseline Year.

2. The Service Plan allows adjustment of the Maximum Combined Mill Levy to [REDACTED] mills for operations and maintenance (“**Adjusted O&M Mill Levy**”) and to [REDACTED] mills for debt service (“**Adjusted Debt Mill Levy**”), for a total imposition of [REDACTED] mills (the “**Adjusted Combined Mill Levy**”), so that District revenues shall be neither diminished nor enhanced as a result of the changes in the residential assessment ratio for collection year 2026.

3. The Adjusted Combined Mill Levy shall be reflected in the District’s Certification of Tax Levies to be submitted to the Board of County Commissioners of El Paso County, Colorado on or before December 15, 2025, for collection in 2026.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION AUTHORIZING ADJUSTMENT OF THE
DISTRICT MILL LEVY IN ACCORDANCE WITH THE SERVICE PLAN]**

RESOLUTION APPROVED AND ADOPTED ON November 13, 2025.

**WILDGRASS AT ROCKRIMMON
METROPOLITAN DISTRICT**

President

Attest:

Secretary

EXHIBIT A
History of Residential Assessment Ratio

<u>Tax Levy/Assessment Year</u>	<u>Tax Collection Year</u>	<u>Residential Assessment Ratio</u>
1995	1996	10.36%
1996	1997	
1997	1998	9.74%
1998	1999	
1999	2000	
2000	2001	
2001	2002	9.15%
2002	2003	
2003	2004	7.96%
2004	2005	
2005	2006	
2006	2007	
2007	2008	
2008	2009	
2009	2010	
2010	2011	
2011	2012	
2012	2013	
2013	2014	
2014	2015	

2015	2016	
2016	2017	
2017	2018	7.20%
2018	2019	
2019	2020	7.15%
2020	2021	
2021	2022	
2022	2023	6.95% (other than multi-family) 6.80% (multi-family)
2023	2024	6.700%, after a deduction from the actual value of the lesser of either \$55,000 or the amount that causes assessed valuation to be \$1,000
2023	2024	6.700%, after a deduction from the actual value of the lesser of either \$55,000 or the amount that causes assessed valuation to be \$1,000
2025	2026	6.25%



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RESOLUTION TO SET MILL LEVIES

RESOLUTION OF THE WILDGRASS AT ROCKRIMMON METROPOLITAN DISTRICT LEVYING GENERAL PROPERTY TAXES, PURSUANT TO SECTION 39-1-111, C.R.S., FOR THE YEAR 2025, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE 2026 BUDGET YEAR

A. The Board of Directors of the Wildgrass at Rockrimmon Metropolitan District (the “**District**”) has adopted an annual budget in accordance with the Local Government Budget Law, on November 13, 2025.

B. The adopted budget is attached as Exhibit A to the Resolution of the Board of Directors of the District to Adopt Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference.

C. The amount of money necessary to balance the budget for general operating/general fund expenses from property tax revenue is identified in the budget.

D. The amount of money necessary to balance the budget for debt retirement/debt service fund expenses from property tax revenue is identified in the budget.

NOW, THEREFORE, PURSUANT TO SECTIONS 39-1-111(5) and 39-5-128(1), C.R.S., BE IT RESOLVED by the Board of Directors of the Wildgrass at Rockrimmon Metropolitan District, El Paso County, Colorado, that:

1. For the purpose of meeting all general operating expenses of the District during the 2026 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purpose of meeting all debt retirement expenses of the District during the 2026 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That for the purpose of meeting all contractual obligation expenses of the District during the 2026 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

4. That the Secretary is hereby authorized and directed to immediately certify to the Board of County Commissioners of El Paso County, Colorado, the mill levies for the District as set forth in the District’s Certification of Mill Levies, attached hereto as **Exhibit 1** and incorporated herein by reference, recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE OF RESOLUTION TO SET MILL LEVIES]

RESOLUTION APPROVED AND ADOPTED on November 13, 2025.

**WILDGRASS AT ROCKRIMMON
METROPOLITAN DISTRICT**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT 1

Certification of Tax Levies

I, _____, hereby certify that I am the duly appointed Secretary of the Wildgrass at Rockrimmon Metropolitan District, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2026, duly adopted at a meeting of the Board of Directors of the Wildgrass at Rockrimmon Metropolitan District held on November 13, 2025.

Secretary



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August 27, 2025



Elevate Landscapes

2025 Maintenance Agreement

Billing Information

To: WSDM, LLC
Address: 614 N. Tejon St.
Colorado Springs, CO 80903

Project Information

Property: Wildgrass Rockrimmon
Address: 115 Wild Grass Way
Colorado Springs, CO 80919

TERMS: Beginning: **April 1, 2025**

Ending: **December 31, 2026**

Base Contract Amount: **\$15,177.00**

Contract No. - 7550

MAINTENANCE SPECIFICATIONS

CONTRACT SERVICES SUMMARY													
Service Type	QTY	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Weekly Turf Maintenance	26												
Spring Clean up	1												
Pruning	2												
PHC Turf	4												
Irrigation System Activation	1												
Irrigation Inspection	26												
Fall Cleanup	2												
Aeration	1												
Irrigation System Winterization	1												
Irrigation Drain-down	1												
Native Mow	3												
Winter Services	8												
Site Inspection NO COST	12												
Aeration and Overseed	1												
Annual Cost - Maintenance Items											\$15,177.00		

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
April	\$1,264.75	\$0.00	\$1,264.75
May	\$1,264.75	\$0.00	\$1,264.75
June	\$1,264.75	\$0.00	\$1,264.75
July	\$1,264.75	\$0.00	\$1,264.75
August	\$1,264.75	\$0.00	\$1,264.75
September	\$1,264.75	\$0.00	\$1,264.75
October	\$1,264.75	\$0.00	\$1,264.75
November	\$1,264.75	\$0.00	\$1,264.75
December	\$1,264.75	\$0.00	\$1,264.75
January	\$1,264.75	\$0.00	\$1,264.75
February	\$1,264.75	\$0.00	\$1,264.75
March	\$1,264.75	\$0.00	\$1,264.75
	\$15,177.00	\$0.00	\$15,177.00

By _____

Heather Crittenden

Date 8/27/2025

Elevate Landscapes

By _____

Date _____

Wildgrass Rockrimmon

Terms & Conditions

LANDSCAPE MAINTENANCE AGREEMENT

This Agreement dated August 27, 2025 by and between WSDM, LLC ("Customer") whose principle place of business is 115 Wild Grass Way, Colorado Springs, CO, 80919 and, Elevate Landscapes ("Contractor") who has a principle place of business at 1560 Tuskegee Place, Colorado Springs, CO, 80915. Contractor shall provide landscape maintenance services subject to the Agreement outlined below:

- **Term**

This Agreement shall be for work to be performed for the 2025 Maintenance Season. For the purposes of this Agreement a Maintenance Season is any full spring to fall landscape maintenance contract where Contractor is the sole provider of services described herein. For the purpose of calculating amounts due and earned, a Maintenance Season shall be deemed to commence on April 1, 2025 and terminate on December 31, 2026 regardless of when work begins or terminates, or the calendar for the schedule of payments.

- **Early Termination/Non-Performance**

Either party may terminate this Agreement for cause with thirty (30) days written notice. During the notice period, all obligations of either party shall continue in full force and effect, unless otherwise agreed, in writing. Cause shall mean any material breach of this Agreement. Contractor is immediately relieved of the burden of continuing its obligations under this Agreement if Customer's breach is based on a failure to pay for services rendered. Contractor shall be notified in writing by Customer of any alleged breach by Contractor within thirty (30) days of the date the breach occurred and shall have a period of 15 days to resolve any alleged breach prior to cause for termination. Should the services provided continue beyond the termination date of this Agreement, all terms and conditions shall continue to apply, and this Agreement shall continue on a month-to-month basis.

- **Payment for Services**

In consideration of these terms, conditions, and specifications, for landscape services for the Maintenance Season, Customer agrees to pay: \$15,177.00. These Payments will be made in 12 consecutive monthly payments of \$1,264.75 beginning April 1, 2025.

Regardless of when the payments become due, or when work is performed, the total contract amount is deemed earned at the end of the Maintenance Season. If the contract is terminated with cause before the contracted end date noted above, the monthly payment schedule will be void and payment in full is due for all services completed at time of termination. Customer will be billed based on all services rendered prior to termination date. If all services on the schedule above have been completed, the full outstanding contract amount will be due in full. If only partial services have been completed, the customer will only be responsible for outstanding charges towards those services. 30-day notice is required in writing and signed by both parties for early contract terminations to be valid.

Customer expressly agrees to make payments promptly within 30 days of the invoiced date. Contractor reserves the right to suspend its obligations under this Agreement in the event customers account becomes delinquent. Until Customer has become current, or payment arrangements have been accepted by Contractor, Contractor shall not be required to perform any of its obligations under this Agreement, without releasing Customer obligations to Contractor.

The prices and terms of this Agreement are not subject to verbal changes or other agreements unless approved in writing by Contractor. All quotations and agreements are contingent upon accidents, fires, availability of materials and all other causes beyond our control.

For all accounts that have not been paid within thirty (30) days of the invoiced date Contractor reserves the right to charge interest at the rate of 5% per month until all past due payments are made.

In the event Customer account remains past due, Contractor may initiate collection action. In any enforcement action Contractor is entitled to recover any and all reasonable Attorney fees and Costs, including its own time to prepare and handle any enforcement action. Disputes over hours or materials billed must be submitted in writing within 30 days of the invoice date to be considered by Contractor. Invoices not disputed in this manner are due and payable by due date.

Any additional work items, not included in the scope of this Agreement, may be invoiced with the Contractor's current billing rates.

Fuel Impact Charge:

Due to the significant variability in fuel cost, there will be per trip surcharge of the average monthly cost of a gallon of gasoline added to the above costs if the price of gas exceeds \$4.00/gallon in the Colorado Springs Metro area.

- **Insurance/Licenses/Taxes**

If any government permit, license or authorization shall be required or necessary for the proper and lawful performance of the Services under this Agreement or if the failure to secure such license, permit or authorization would, in any way, affect the Customer, its property, agent or owner, then Contractor, at Contractor's expense, shall duly procure and maintain such license, permit or authorization and submit a copy to the Customer, if requested. Contractor, at Contractor's expense, shall at all times, comply with the terms and conditions of each license, permit and authorization and shall notify Customer immediately should any license, permit or authorization no longer be in effect or in good standing.

The Contractor will be responsible for its sub-contractors' compliance to this section.

- **Maintenance of Records**

Contractor shall maintain written or electronic records showing all costs and payments incurred in the performance of this Agreement. Upon reasonable written notice, Contractor shall permit the Customer to have access to, and the right to examine any directly pertinent books, documents, papers and records, as determined by Contractor, pertaining to this Agreement for one year after the termination of this Agreement.

- **Compliance with Law**

Contractor shall at all times comply with all applicable federal, state and local laws, codes, ordinances, rules and legal requirements affecting the Services (including, without limitation, laws concerning the use, handling and disposal of hazardous materials, and laws concerning verifying an individual's legal right to work in the United States).

- **Indemnities**

Customer shall hold harmless and indemnify Contractor, its agents, employees, owners or other affiliates, against any and all claims, liabilities, damages, losses, causes of action, and costs or expenses of any kind, including defense of the same; (a) arising from the willful or negligent acts or omissions of Customer, its Parent Companies, or Affiliates, or (b) in relation to services not contracted for.

Absent Contractor's willful misconduct or gross negligence, the Customer agrees that the Contractor shall not be liable, and Customer will hold harmless and indemnify Contractor, for any claim, cause of action, or liability instituted by Customer, its employees, assigns, or any resident or third party, arising out of property damage or

personal injury arising from this agreement, regardless of whether or not services have been performed.

- **Supervision and Equipment**

The Contractor will designate a supervisor to be available during normal business hours. The Contractor shall furnish and maintain all equipment necessary to properly accomplish the duties outlined in this Agreement.

- **Scheduling**

All work scheduling shall be at the discretion of the Contractor as to time, day, month, etc. Contractor shall not be held liable for delays in completion of contracted items due to but not limited to: Acts of God, Acts of Owners, Weather Conditions, Acts of Public Utilities, or any other unforeseen items beyond the reasonable control of Contractor. The Maintenance Bid Proposal is a tentative schedule for services for your property.

- **Independent Contractor**

Contractor is acting as an independent contractor and agrees that none of its agents or employees shall be construed as employees of Customer at any time for any reason.

- **Work Not Included**

Contractor shall not be responsible for repairs or replacement of losses or damages beyond the Contractor's control, or beyond the total contract price. Any such repairs or replacements shall be done at the Customer's direction and expense.

Contractor shall not be responsible for plant material or areas where plant material exists that are owned, installed or maintained by individuals not party to this Agreement.

- **Notices**

Any notice, demand or other documents or instruments required or permitted to be served upon either of the parties hereto shall be in writing and shall be deemed duly served when personally delivered or when deposited in the United States mail, postage prepaid, return receipt requested, to the following addresses:

Contractor: Elevate Landscapes, 1560 Tuskegee Place, Colorado Springs, CO, 80915.

Customer: WSDM, LLC, 115 Wild Grass Way, Colorado Springs, CO, 80919.

Or to such other address as may be specified in writing from time to time by either party.

- **Attorney Fees**

In any action by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to its costs in enforcing such provisions including reasonable attorney fees and costs.

- **Choice of Law**

This Agreement shall be construed, and the legal relationships between the parties shall be determined, in accordance with the laws of the state of Colorado. No rights or remedies available to either party under this Agreement or by operation of law are waived or modified unless expressly waived or modified by that party in writing.

- **Entirety**

This Agreement represents the entire agreement between the parties and supersedes all prior oral and written proposals and communications. This Agreement cannot be assigned without the express written consent of the other party.

This Agreement shall inure to the benefit of and constitute a binding obligation to the contracting parties and shall constitute the entire agreement between the contracting parties. No variance or modifications thereof shall be valid and enforceable, unless executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Scope of Services

Weekly Turf Maintenance

- Mow all turf areas to a height of 3-3 ½". Appropriate mowing equipment and alternative mowing patterns shall be employed to limit soil compaction and permit recycling of clippings where possible. Clients requesting bagging services will receive an additional fee for this service.
- Police all lawn and shrub beds for litter and debris prior to performing service and dispose of properly off site. (Excessive time to clean up and remove debris will result in additional charges)
- Line-trim all turf areas adjacent to buildings, posts, and other obstructions as needed. In the event the siding is too low, a recommendation of mulching, spraying Round Up © or adding flagstone and a backsplash to protect the siding will be provided. Trimming will occur 12 inches from the siding.
- Machine edge all concrete sidewalks, drives, and curb edges every other week to keep property looking neat.
- Weeding, manual and chemical of all landscaped beds included.
- Blow or sweep clean all driveways, sidewalks, patios, beds, and steps to remove grass clipping or other yard waste.

Spring Cleanup

As soon as weather conditions permit, the following services will be performed in completion:

- Remove all leaves, trash, and normal winter debris from lawn and bed areas and dispose of properly.
- Blow or sweep clean all driveways, sidewalks, patios, beds, and steps.
- Should we experience expenses due to unperformed cleanup operations from the previous season, those additional costs will be invoiced to the owner at our standard rates.

Pruning

- Shaping of shrubs, and groundcover will be completed on an ongoing basis throughout the growing season and in accordance with industry standards. Additional visits can be provided at additional charge and will be shown on your contract summary page.

PHC Turf

- Controlled-release early spring fertilizer including phosphate additive, and pre-emergent will be applied in Spring.
- Apply pre-emergent herbicide to all currently mulched or rocked shrub beds in Spring.
- Controlled-release fertilizer including phosphate additive, and post-emergent will be applied in Summer and Fall.

Irrigation Services

- Spring Start Up – Will include turning on the water, activation, and check of the sprinkler system. If repairs are necessary, a proposal of irrigation improvements needed will be provided
- Irrigation Checks – Will be performed on a regularity consistent with the contract, and consist of inspecting sprinkler zones, drip zones, and watering frequency. Irrigation season runs April through October.
- Irrigation Winterization – Irrigation system will be shut down, which will include shutting off the water to the system, draining all backflow devices, and blowing out all irrigation lines with the use of high-pressure air.
- Irrigation Drain Down: Contractor will drain down irrigation backflows in the event of the irrigation system being active during freezing temperatures.

Fall Clean Up

- Will consist of removing Leaves, sticks, and other debris from the property to keep a neat and professional appearance. Fall cleanup is typically performed in October through December, dependent on weather and leaf drop. Additional visits can be provided at additional charge and will be shown on your contract summary page.

Turf Aeration

- Mechanically pull core soil plugs from your turf to reduce soil compaction. Reduction of soil compaction will enhance the amount of nutrients, moisture, and oxygen available to the turf roots. Insuring for a better-quality turf. Unless otherwise stated contract includes one (1) aeration in the fall. Additional visits can be provided at additional charge and will be shown on your contract summary page.

Native Mow

- Mow all turf areas to a height of 4"-6" at a frequency dictated by the contract.
- Line-trim all native areas adjacent to buildings, posts, fences, and other obstructions as needed. A chemical boarder can be provided at additional cost.



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T & M Snow Contract 2025-2026

Wildgrass Rockrimmon

115 Wild Grass Way
Colorado Springs, CO 80919



Elevate Landscapes

Snow Clearance Agreement

This Agreement dated 7/24/2025 and between Wildgrass Rockrimmon ("Customer") whose principle place of business is 115 Wild Grass Way Colorado Springs, CO 80919 and, Elevate Landscapes, ("Contractor") who has a principle place of business at 715 E. Pikes Peak Colorado Springs, CO 80903. Contractor shall provide snow clearing for the customer subject to the Agreement outlined below:

1. Term:

Contractor shall provide snow mitigation service(s) to the Customer subject to the terms and provisions below. Beginning on 9/1/2025 and ending 5/31/2026.

2. Scope of Services:

Sidewalk Clearing

Contractor will provide snow mitigation on walks when, in contractor's sole discretion, good faith and opinion, snow has accumulated to the trigger depth selected by Customer. Contractor will use best efforts and resources to determine if the trigger depth has been met.

Contractor shall not be obligated to initiate mitigation until after the termination of the event. The exception being blizzard or emergency conditions, all snow shall be cleared within 24 hours of storm termination.

Customer shall be responsible for all costs thereof unless and until Customer has requested in writing (email preferred) that mitigation services are not required.

When a large accumulation of snow is predicted (i.e. upslope or blizzard conditions), the Contractor may begin operations prior to the cessation of snowfall. When accumulation exceeds 10 inches or when drift conditions exist, "shovel-wide" paths will be cleared during the first visit to the site. Walks will be cleared to their full width when conditions allow further attention.

Street Clearing

The Contractor shall plow all main drives, access roads, and parking lots as directed and outlined by this agreement when in the Contractors sole discretion, good faith and opinion the trigger depth for street clearing has been met. Areas will be plowed once every 24 hours during a storm unless blizzard conditions prevail, or a State of Emergency has been declared.

Plowing will be accomplished by mechanically pushing snow out of the path of traffic. Contractor will use best efforts to push snow to boundaries designated by Customer when feasible. When not feasible, Contractor shall use its best efforts to push snow to the least obtrusive location, commensurate with safety. In an effort to minimize damage to property. Plow drivers will leave a minimum of a two-foot-wide uncleared strip behind vehicles and garages. A minimum of four consecutive parking spaces must be open before Contractor will clear as part of regular service.

Customer shall be responsible for the removal of vehicles from parking lot, drives, access roads, and designated stockpile areas. If vehicles are not removed at the time of plowing operations, Contractor will plow only those areas available and reasonably open for safe use and operation of the snow plow equipment. If the designated stockpile areas are not accessible, the Contractor shall pile snow in an area which, in the opinion of the Contractor, allows the greatest usability of the lot. Contractor is not responsible for clearing snow from locations inaccessible to the plow. The Contractor assumes no liability for damage to items or property which lie near the area designated for plowing and which have been concealed from the Contractor's view by snow accumulation or conditions: i.e. turf, curbs, wheel stops, hydrants, speedbumps etc.

Ice mitigation

In addition to sidewalk and street clearing, Customer may also request continuing ice mitigation services. These services are not automatically included or performed. Chemical ice melt or sand will be used unless otherwise directed in writing by the Customer. Contractor assumes no responsibility for clean-up of sand or salt, or any claims for damage resulting from its use.

Snow Clearance Agreement

In the event Customer does not request street or sidewalk Ice mitigation services or limits the amount of mitigation performed in any way, Customer affirmatively releases Contractor from any and all liability related in any way to post event clearing services. In addition, customer will hold harmless and indemnify Contractor for any costs or expenses arising from such claims.

Upon Request Services

All services offered by Contractor can be requested on an individual basis. Upon request services are provided after all contracted work has been completed. These services are billed on time and materials basis. Customer is responsible for any services provided, subject to the same payment terms as contracted work.

Crew size, and equipment availability for upon request services are determined by availability of crews after completion of contracted services.

Heavy equipment, ATV's and other mitigation services are available only as Upon Request services. Customer assumes all liability for damages done by loaders or heavy equipment, unless the damage is a result of the negligent or willful acts or omissions of Contractor.

Physical Removal

This Agreement does not provide for physical removal, hauling snow or ice from site. These services are only available with 24-hour notice and will be billed on a time and materials basis.

3. State of emergency and blizzard conditions.

Blizzard and State of Emergency conditions are defined and declared by local authorities, as such, or with snow depths of 12" or greater. In the event Blizzard or State of Emergency conditions exist, Contractor may not begin mitigation services as described above, and will mobilize as soon as the law and safety allow. Under these conditions timelines for snow mitigation are waived and Contractor will use its best efforts to clear snow as soon as possible.

4. Payment terms and conditions:

Customers expressly agree to make payments promptly within 30 days of the invoiced date. Contractor reserves the right to suspend its obligations under the contract in the event customers account is not current. Until such time as Customer has become current, or payment arrangements have been accepted by Contractor, Contractor shall not be required to perform any of its obligations under this Agreement, without releasing Customers obligations to Contractor.

All rates have a (1) hour minimum per event, (1) ton minimum for ice slicer, and a (3) ton minimum for sand material and include one-way travel to the job location.

Blizzard and State of Emergency conditions as well as Holidays will be billed at 1.5 times the contracted rate.

The prices and terms of this Agreement are not subject to verbal changes or other agreements unless approved in writing by Contractor. All quotations and agreements are contingent upon accidents, fires, availability of materials and all other causes beyond our control.

All accounts that have not been paid within thirty (30) days of the invoiced date are considered delinquent and shall accrue interest at the rate of 1.5% per month (18% per annum).

In the event Customers account remains past due, Contractor may initiate collection action. In any enforcement action Contractor is entitled to recover any and all reasonable Attorney fees and costs, including its own time to prepare and handle any enforcement action.

Disputes over hours or materials billed must be submitted in writing within 30 days of the invoice date to be considered by

Snow Clearance Agreement

our office. Invoices not disputed in this manner are due and payable by due date.

5. Limitation of liability and indemnification

Customer shall hold harmless and indemnify Contractor, its agents, employees, owners or other affiliates, against any and all claims, liabilities, damages, losses, causes of action, and costs or expenses of any kind, including defense the same; (a) arising from the willful or negligent acts or omissions of Customer, its parents, or affiliates, or (b) in relation to services not contracted for.

Absent Contractor's willful misconduct or gross negligence, the Customer agrees that the Contractor shall not be liable, and Customer will hold harmless and indemnify Contractor, for any claim, cause of action, or liability instituted by Customer, its employees, assigns, or any resident or third party, arising out of property damage or personal injury due to snow coverage, ice, or wet surface, regardless of whether or not services have been performed.

In the event that a trigger depth has not been met, or Customer requests that Contractor not perform services, or cease mitigation already begun, Customer forfeits any claims of performance or warranty of sufficiency and assumes all liability for said storm. Customer shall hold harmless and indemnify Contractor for any and all claims brought against Contractor which fall under this section.

Other Provisions:

Either party may terminate this contract upon thirty (30) days written notice.

Snow clearing priority is based on Trigger Depth minimum as indicated on this contract (i.e. 2" has a higher priority than 3", etc.). Upon Request services will only be provided after all contracted work has been completed.

Customers with signed Landscape Maintenance Agreements with Elevate Landscapes have priority over other customers.

This Agreement comprises the entire agreement between the parties, and in the event of any conflict between the terms hereof and the terms of any other proposal or document, the terms of this Agreement shall prevail. No amendment will be recognized unless in writing signed by all the parties.

This Agreement shall be for the benefit of and be binding upon the parties, their heirs, legal representatives, successors, administrators and assignees. It shall be interpreted in accordance with the laws of the State of Colorado.

Snow Clearance Agreement

Partnerships:

We are proud to partner with the following companies to provide the most professional services to our customers.



[Click for Snow Map](#)

Special instructions for property: To be determined by customer on page 6.

Snow Clearance Agreement

Rates and services:

Items 1-2 must be filled out with a Trigger Depth or Upon Request. If Upon Request is selected, the property will be serviced after all other contracted properties when a request for service is made in writing. If these items are not completed the snow contract cannot be executed.

Items 3-4 is for continuing ice mitigation of sidewalks and streets. If these are selected the Contractor will automatically perform return trips after the initial service is completed, and perform ice mitigation during the thaw/refreeze process as needed until conditions are clear.

Items 5-14 are rates for services, select all that apply to property. If nothing is checked we will not provide service or material for items 5-14, unless an email request is sent to the Account Manager. T&M rates will apply and there is no guarantee on a service time and additional drivetime may be applied if we have already serviced your property.

Material increases:

If materials for snow operations (ie. ice melt or ice slicer) increase by more than 10% Elevate Landscapes reserves the right to charge the difference in price to the Customer.

1	Sidewalk Mitigation	Trigger Depth	<u>2</u> Inches	Upon Request only	
2	Snow Plowing	Trigger Depth	_____ Inches	Upon Request only	
3	Continuing sidewalk ice mitigation	Yes _____	No _____	Upon Request only	X
4	Continuing street ice mitigation	Yes _____	No X _____	Upon Request only	
5	Snow Shovel	\$78.00/hr	X _____	One hour minimum and one-way travel, material billed separately	
6	Snowrator	\$125.00/hr	_____	One hour minimum and one-way travel	
7	Ice Melt	\$0.99/lb	_____	50 lbs minimum	
8	Snow Stakes	\$5.00 per stake	_____	One hour minimum and one-way travel, material billed separately	
9	Plow Truck	\$145.00/hr	_____	One hour minimum and one-way travel	
10	Skid Loader	\$145.00/hr	_____	One hour minimum and one-way travel	
11	Wheeled Loader	\$425.00/hr	_____	Three hour minimum and one-way travel	
12	Sander Truck	\$145.00/hr	_____	One hour minimum and one-way travel, material billed separately	
13	Ice Slicer	\$280.00/ton	_____	1 ton minimum	

By signing this agreement, you are agreeing to the terms in all pages 1-6.

Contractor print: Mike Fariss

Customer print: **Adam Noel**

Contractor title: Vice-President

Customer title: **District Manager**

Contractor sign : Mike Fariss

Customer sign: 

Date: 9/24/2025

Date: **9/24/2025**

Snow Clearance Agreement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/28/2021

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 be endorsed. If SUBROGATIONS 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).

PRODUCER APCO LLC 34344930 400 INVERNESS PKWY STE 100 ENGLEWOOD CO 80112	CONTACT NAME: PHONE: (720) 344-4004 FAX: (720) 283-6336 (A/C, M, E): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIC# INSURER A: Hartford Underwriters Insurance Company 30104 INSURER B: Nutmeg Insurance Company 39508 INSURER C: Hartford Accident and Indemnity Company 22357 INSURER D: INSURER E: INSURER F:
INSURED ELEVATE LANDSCAPES INC 150 RUGELY CT COLORADO SPRINGS CO 80906-0854	

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.

INSTR. LTR.	TYPE OF INSURANCE	AGG. RSRS	RURS WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			34 SBA AE2RJP	10/27/2020	10/27/2021	EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$10,000
	GENL. AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PERSONAL & ADV INJURY \$1,000,000
C	AUTOMOBILE LIABILITY			34 UEC 1D988B	10/27/2020	10/27/2021	GENERAL AGGREGATE \$2,000,000
	ANY AUTO <input checked="" type="checkbox"/>						PRODUCTS - COMPOUND ADD \$2,000,000
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						
	HARCO AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>						
A	UMBRELLA LIAB. EXCESS LIAB.			34 SBA AE2RJP	10/27/2020	10/27/2021	COMBINED SINGLE LIMIT (Per accident) \$1,000,000
	RETENTION \$10,000						BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			34 WEC AE2F6C	10/27/2020	10/27/2021	EACH OCCURRENCE \$3,000,000
	ANY PROPRIETOR/EMPLOYEE/EXECUTIVE/OF FIDUCIARY/REGULATORY (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A				AGGREGATE \$3,000,000
A	EMPLOYMENT PRACTICES LIABILITY Insurance			34 SBA AE2RJP	10/27/2020	10/27/2021	EACH OCCURRENCE \$3,000,000
							AGGREGATE \$3,000,000

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

Those used to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes Only
For Informational Purposes Only
Colorado Springs CO 80906

CANCELLATION

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

Smazur & Castaneda

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ACORD 25 (2016/03)

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Snow Clearance Agreement



Elevate Landscapes

Billing Information Sheet 2019

Please attach this form with a new or renewal contract or new enhancement.

This form must be filled out by the AP department or Management Company and sent to Admin@ElevateLandscapesCO.com, this form may take up to 2 weeks to process.

Name & Address of Actual Property

Name of Property:	Wildgrass Rockrimmon
Property Manager Name:	Adam Noel
Property Mgr. email	adam.n@wsdistricts.co
Phone # of property:	(719) 447-1777 ext: 109
Address of actual property:	115 Wild Grass Way Colorado Springs, CO 80919

Name & Address of Management Company (Billing info)

Contact Person for billing questions:	Adam Noel
Management Company Name:	WSDM Managers
Phone:	719-447-1777
Billing Email:	adam.n@wsdistricts.co
Address of Management Company :	3204 N. Academy Blvd., Suite 100, Colorado Springs, CO 80917

Please attach this form with a new or renewal contract or new enhancement.

This form must be filled out by the AP department or Management Company and sent to Admin@ElevateLandscapesCO.com, this form may take up to 2 weeks to process.

Elevate Account Manager:	Heather Crittenden		
Special Instructions for Billing	Please note: All request for special billing must be submitted in writing sent to your account manager and the billing department , this may take up to two weeks to process your request.		
Desired invoice method:	<input checked="" type="checkbox"/> Email	<input type="checkbox"/> US Mail	
PO's Required:	<input type="checkbox"/> Yes <input type="checkbox"/> No Please email all PO's to your Account Manager and copy Admin@ElevateLandscapesCO.com . Please make sure to include the invoice # or WO# is referenced your PO#		
Monthly Deadline for timely payment:			
Additional Info:			
Do you offer ACH payments :	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Does your company use a portal for billing? If yes please provide a brief description below and attached the portal information.	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Do you use a compliance portal:	<input type="checkbox"/>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No



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Driveways

1. Owners must have ARC approval before installing concrete/hardscape extensions to existing concrete or hardscape. The ARC may impose other or additional requirements and restrictions on a case-by-case basis.
2. When replacing a driveway, poured concrete and concrete pavers are permitted from the edge of the sidewalk to the front of the garage. The predominate color of all materials must closely blend with poured concrete (grey/light grey tones). Contrasting grey borders are permitted. Pavers shall be rectified/flat vs pillow or tumbled style.
3. Texture to simulate natural rock/stone or 'Kool deck' are allowed. A contrasting release color is also allowed.
4. Extending driveway width:
 - a. The driveway, as originally installed by the developer, may not be extended beyond the corners of the garage on either side.
 - b. Driveways may be extended by no more than 2-feet from the entry walkway to the sidewalk to create additional walking surface. Materials permitted are concrete, pavers, and natural stone. Color shall match poured concrete, pavers (if installed) or the landscape rock in the yard.

Concrete Coatings

1. Owners must have ARC approval before installing concrete coatings. The ARC may impose other or additional requirements and restrictions on a case-by-case basis.
2. Coatings for Driveways:
 - a. Acrylic ('Kool deck') or epoxy textured coatings are permitted. Coatings must be one single color from edge-to-edge of the driveway. 'Flakes' are allowed but must be small, 1/8" or less, grey, white or black in color. A contrasting release color is also allowed.
 - b. The color must closely blend with poured concrete, i.e., grey/light grey.
 - c. Texture to simulate natural rock/stone or 'Kool deck' are allowed.
 - d. Geometric patterns, names, initials, slogans, logos, images, symbols, designs, simulated brick, or other simulated stone patterns or any communications are not permitted.
 - i. EXCEPTION: Simulated brick, stone, and paver patterns, not to exceed 18-inches in width, are permitted along the perimeter, side edges of the Driveway where a coating has been applied. Colors used for the pattern must closely blend with the color of

primary concrete coating. Patterns must be symmetrical along all edges where they are applied.

- ii. Exposed aggregate finish with pebble stone, glass beads, seashells, or other materials is not permitted.

3. Coatings for Walkways, Entryways, Front Courtyards, Rear Patios, Pool / Spa Decks:

- a. Acrylic ('Kool deck') or epoxy textured coatings are permitted.

Coatings must be one single color from edge-to-edge of the driveway. 'Flakes' are allowed but must be small, 1/8" or less, grey, white or black in color. A contrasting release color is also allowed.

- b. When a coating of a single color is applied, it must closely blend with poured concrete, i.e., grey/light grey.
- c. Texture to simulate natural rock/stone or 'Kool deck' are allowed.
- d. Geometric patterns, names, initials, slogans, logos, images, symbols, designs, or any communications are not permitted.
 - i. EXCEPTION: Simulated brick, stone and paver patterns are permitted on the entire surface of Walkways, Entryways, Front Courtyards, Rear Patios, and Pool / Spa Decks where a coating has been applied. Colors used for patterns must closely blend with the color of primary concrete coating.
 - ii. Exposed aggregate finish with pebble stone, glass beads, seashells, or other materials is not permitted.



