VISTAS AT WEST MESA METROPOLITAN DISTRICT
Special Board Meeting
Wednesday, February 26, 2025 at 3:00 p.m.
Via Teleconference
https://video.cloudoffice.avaya.com/join/918472376
Phone: (213) 463-4500 / Meeting ID: 918472376

Board of Directors	Title	Term
Jeff Powles	President	May 2027
Vacant	Vice President	May 2025
Thomas Pucciano	Treasurer/Secretary	May 2025
Hannah Buzzell	Member at Large	May 2027*
Vacant	Member at Large	May 2027

** This seat will be a 2-year term at the May 2025 Election.*

AGENDA

1. Call to Order/Declaration of Quorum

2. Conflict of Interest Disclosures

3. Approval of Agenda

4. Acknowledgement of Board Member Resignations and Consideration of Appointment to Vacancies
    a. Consider Election of Officers

5. 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.

6. Consent Agenda - The items listed below are a group of items to be acted on with a single motion and vote by the Board. Any item may be removed from the Consent Agenda upon request of any Board member.
    a. Approval of Board Meeting Minutes from November 8, 2024 **(enclosure)**
    b. Approval of Annual Townhall Meeting Minutes from November 8, 2024 **(enclosure)**
    c. Payment of Claims for November 8th, 2024 through February 26, 2025 **(enclosures)**
    d. Unaudited Financial Statements as of January 31, 2025 **(enclosure)**
    e. Adoption of Resolution Establishing Posting Location **(enclosure)**

7. Legal Matters
    a. Discussion Regarding Update on Regular District Election

8. Financial Matters
    a. Consider Approval of 2024 Audit Engagement **(enclosure)**

9. Adjournment – Next Board Meeting is scheduled for April 10, 2025 at 11:00 a.m.

WSDM
DISTRICT MANAGERS

MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS
VISTAS AT WEST MESA METROPOLITAN DISTRICT
November 8, 2024, AT 11:00 AM

Pursuant to posted notice, the special meeting of the Board of Directors of the Vistas at West Mesa Metropolitan District was held on Friday, November 8, 2024, at 11:08 a.m., via video teleconference.

In attendance were Directors:
Jeff Powles, President
Patrick Anderson, Vice President
Thomas Pucciano, Treasurer / Secretary
Hannah Buzzell, Assistant Secretary

Also, in attendance were:
Heather Smith, WSDM
Audrey Johnson, White Bear Ankele, Tanaka, Waldron

1. Call to Order/Declaration of Quorum: Ms. Smith called the meeting to order at 11:09 a.m. and confirmed a quorum was present.

2. Conflict of Interest Disclosures: Ms. Smith advised the Board that conflicts of interest were filed with the Secretary of State's Office and the Board by White Bear Ankele Tanaka & Waldron.

3. Approval of the Agenda: President Powles moved to approve the Agenda as presented; seconded by Director Pucciano. Motion carried.

4. Public Comment: There was no public comment.

5. Consent Agenda: Ms. Smith introduced the items on the Consent Agenda and presented an overview of the current Financial Statements. After review, President Powles moved to approve the Consent Agenda as presented; seconded by Director Pucciano. Motion passed unanimously.

    a. approval of Meeting Minutes from September 20, 2024
    b. Payment of Claims – for September 20th- October 31, 2024
    c. Unaudited Financial Statements as of October 31, 2024
    d. Approval of Amended and Restated Public Records Request Policy
    e. Approval of Notice to Electors Pursuant to § 32-1-809, C.R.S.
    f. Approval of Procurement Policy

6. Legal Matters:
    a. Consider Adoption of Annual Administrative Resolution (2025): Ms. Johnson presented the Annual Administrative Resolution with Board Meetings established at 11:00 a.m. on the second Friday of the first month of each quarter. President Powles moved to approve Annual Administrative Resolution as presented; seconded by Director Pucciano. Motioned passed unanimously.
    b. Discussion Regarding Limitations of SB 24-233/ SB 24-1001: Ms. Johnson advised legislation was passed regarding property taxes. An annual cap of 5.25% tear over year on increased revenue

collected by the District, excluding new construction. Ms. Johnson advised that this cap will not impact the bond repayment due to the district already issuing debt.

i. Consider Adoption of Resolution Calling May 2025 Election: Ms. Johnson recommended that the District not move forward with a TABOR election to eliminate the cap, proceeding only with an election for the Directors. Legal counsel will act as DEO and the election will be cancelled if there are not more candidates than available seats; saving the district costs. President Powles moved to adopt Resolution Calling for May 2025 Election; seconded by Director Pucciano. Motion carried unanimously.

7. Insurance Matters:
    a. Discuss and Review Proposal for Renewal of General Liability Schedule and Limits, Property Schedule, and Authorization to Bind Coverage: President Powles moved to approve the binding of new coverage for the 2025 policy period as presented; seconded by Director Pucciano. Motion passed unanimously.

8. Financial Matters:
    a. Conduct a Public Hearing on 2024 Budget Amendment and Consider Adoption of Resolution Amending the 2024 Budget: President Powles moved to open the public hearing; seconded by Director Pucciano. Motion carried unanimously and a Public Hearing was opened. No public was present to offer comment. President Powles moved to close the public hearing; seconded by Director Pucciano. Motion carried unanimously. President Powles moved to adopt the Amended 2024 Budget as presented; seconded by Director Pucciano. Motion carried unanimously.
    b. Conduct a Public Hearing on the 2025 Budget and Consider Adoption of Resolution Adopting the Budget, Appropriating Funds, and Certifying Mill Levies: President Powles moved to open the public hearing; seconded by Director Pucciano. Motion carried unanimously and a Public Hearing was opened. No public was present to offer comment. President Powles moved to close the public hearing; seconded by Director Pucciano. Motion carried unanimously. Director Buzzell moved to approve the Resolution Adopting the 2025 Budget; seconded by President Powles. Motion carried unanimously.

9. New Business:
    a. Review and Consider Approval of the 2025 WSDM Engagement Letter: President Powles moved to approve the WSDM Engagement as presented; seconded by Director Pucciano. Motion passed unanimously.
    b. Ms. Smith updated the board regarding the ADA compliance on the District's website with the appropriate disclosures posted and staff available to remediate documents upon request. Ms. Smith reported that to date, there have been no remediation requests for this district.

10. Adjournment: President Powles moved to adjourn the meeting at 11:39 a.m.; seconded by Director Anderson. Motion carried unanimously.
    a. The next Regular Board Meeting will be held February 14, 2025, at 11:00 a.m.

Respectfully Submitted,

_____

By: President

THESE MINUTES ARE APPROVED AS THE OFFICIAL NOVEMBER 8, 2024 MINUTES OF THE VISTAS AT WEST MESA METROPOLITAN DISTRICT.

WSDM
DISTRICT MANAGERS

MINUTES OF A TOWNHALL MEETING
OF THE BOARD OF DIRECTORS
VISTAS AT WEST MESA METROPOLITAN DISTRICT
November 8, 2024, AT 6:00 PM

Pursuant to posted notice, the special meeting of the Board of Directors of the Vistas at West Mesa Metropolitan District was held on Friday, November 8, 2024, at 11:00 a.m., via video teleconference.

In attendance were Directors:
Jeff Powles, President
Patrick Anderson, Vice President
Thomas Pucciano, Treasurer / Secretary
Hannah Buzzell, Assistant Secretary

Also, in attendance were:
Heather Smith, WSDM
Audrey Johnson, White Bear Ankele, Tanaka, Waldron

1. Call to Order: Ms. Smith called the meeting to order at 11:00 a.m. and confirmed a quorum was present.

2. Metro District Overview: Ms. Smith presented an overview of the Vistas at West Mesa Metropolitan District. Ms. Harris described the general function of a metropolitan district and the specific functions of this district.

3. Status of Public Infrastructure: Ms. Smith advised the District has accepted maintenance of Beckton Heights in addition to the northern segments of Berg Point, Drumlin Grove, Bivy Point, and Sobo View. The retaining wall and fencing constructed along the northeast and southwest boundaries of District have also been accepted for the District's maintenance.

4. Outstanding Bonds: Ms. Smith reported that the 2023 Bond Series was issues, repaying 2022 Bond Series in full and reimbursing additional Certified Developer Costs.

5. Unaudited Financial Statements for October 31, 2024: Ms. Smith reviewed the October 31, 2024 Financial Statements in review, noting that the Bond payment is expected to be paid in December.

6. Public Comment: There was no public comment.

7. Adjourn: Ms. Smith adjourned the meeting at 11:08 a.m.

Respectfully Submitted,

_____
By: President

THESE MINUTES ARE APPROVED AS THE OFFICIAL NOVEMBER 8, 2024 MINUTES OF THE VISTAS AT WEST MESA METROPOLITAN DISTRICT.

WSDM
DISTRICT MANAGERS

Vistas At West Mesa Metropolitan District

PAYABLES

12/16/2024

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
BrightView	9146881	11/19/2024	$ 848.90	
BrightView	9147862	11/20/2024	$ 2,589.84	
BrightView	9160588	12/1/2024	$ 1,370.88	
Colorado Special District Prop. & Liab Pool	25WC-306-0587	11/25/2024	$ 450.00	
Colorado Special District Prop. & Liab Pool	23PL-306-3108	12/17/2024	$ 5,103.00	
HBS	FR4844009	11/30/2024	$ 1,053.96	
White Bear Ankele Tanaka & Waldron	37840	10/30/2024	$ 980.63	
White Bear Ankele Tanaka & Waldron	38329	11/30/2024	$ 2,502.75	
WSDM District Managers	541	11/30/2024	$ 3,500.00	
TOTAL			**$ 18,399.96**	

Bank Balance	24,558.00
Current Payables	(18,399.96)
Bank Balance after Payables	6,158.04

Vistas At West Mesa Metropolitan District

PAYABLES

1/23/2025

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
BrightView	6140065	12/27/2024	$ 180.00	
BrightView	9181212	12/18/2024	$ 2,026.88	
BrightView	9181213	12/18/2024	$ 132.30	
BrightView	9207073	1/14/2024	$ 1,755.67	
HBS	FR4934854	12/31/2024	$ 1,168.71	
White Bear Ankele Tanaka & Waldron	38824	12/31/2024	$ 1,222.95	
WSDM District Managers	588	12/31/2024	$ 3,678.74	
TOTAL			**$ 10,165.25**	

DEBT SERVICE FUND ACCOUNT

BOKF, NA	101024	10/10/2024	$ 825.17	Sept Pledged Revenue
BOKF, NA	111024	11/10/2024	$ 896.46	Oct Pledged Revenue
BOKF, NA	121024	12/10/2024	$ 747.58	Nov Pledged Revenue
BOKF, NA	11025	1/10/2025	$ 767.41	Dec Pledged Revenue
		TOTAL	$ 3,236.62	

TOTAL FOR ALL FUNDS **$ 13,401.87**

_____, President

Bank Balance	25,829.76
Current Payables	(13,401.87)
Bank Balance After Payables	12,427.89

Vistas At West Mesa Metropolitan District

PAYABLES

2/26/2025

GENERAL FUND ACCOUNT

Company	Invoice	Date	Amount	Comments
BrightView	9230016	1/27/2025	$ 1,576.52	
BrightView	9235616	1/29/2025	$ 1,576.52	
BrightView	8244845	2/7/2025	$ 1,791.50	
Colorado Spring Utilities	6085939200	2/11/2025	$ 201.82	
HBS	FR5038876	1/31/2025	$ 1,170.43	
White Bear Ankele Tanaka & Waldron	39351	1/31/2025	$ 1,886.53	
WSDM District Managers	637	1/31/2025	$ 3,104.35	
TOTAL			**$ 11,307.67**	

DEBT SERVICE FUND ACCOUNT

BOKF, NA	21025	2/10/2025	$ 3,097.72	January Pledged Revenue
		TOTAL	$ 3,097.72	

TOTAL FOR ALL FUNDS **$ 14,405.39**

_____, President

Bank Balance	16,413.72
Current Payables	(14,405.39)
Bank Balance After Payables	2,008.33

WSDM
DISTRICT MANAGERS

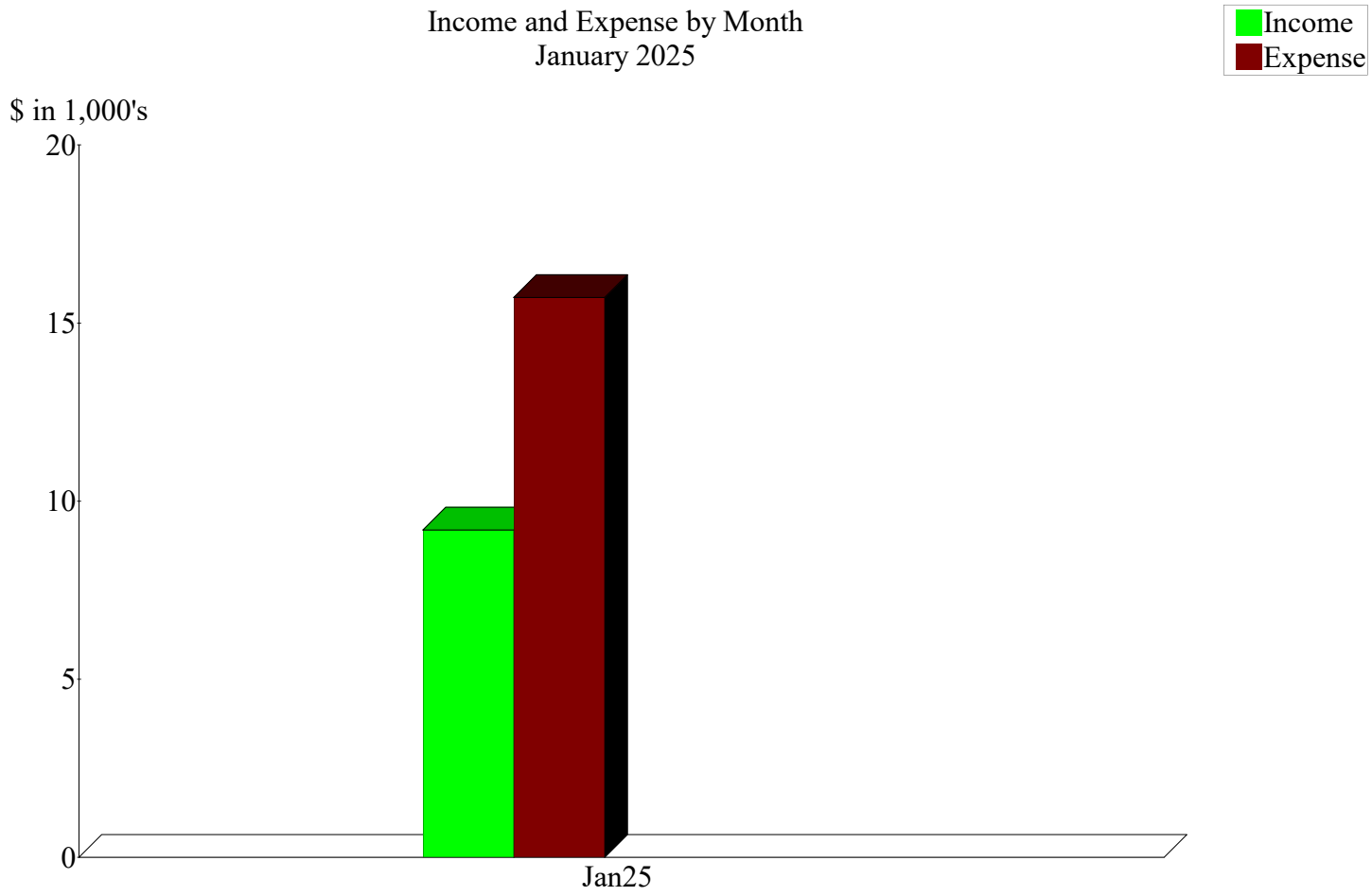
Vistas At West Mesa Metro District
Balance Sheet
As of January 31, 2025

	Jan 31, 25
ASSETS	
Current Assets	
Checking/Savings	
Alliance Association Bank	2,738.00
Eastern Colorado Bank	
Reserve Account	5,000.00
Eastern Colorado Bank - Other	7,427.89
Total Eastern Colorado Bank	12,427.89
BOK 2023 Project Fund	41,523.13
BOK 2023 Bond Fund	3,621.80
Total Checking/Savings	60,310.82
Accounts Receivable	
Accounts Receivable	11,592.32
Total Accounts Receivable	11,592.32
Other Current Assets	
Property Tax Receivable	187,015.00
Total Other Current Assets	187,015.00
Total Current Assets	258,918.14
Fixed Assets	
Capital Assets	1,025,518.00
Total Fixed Assets	1,025,518.00
TOTAL ASSETS	**1,284,436.14**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	9,315.23
Total Accounts Payable	9,315.23
Other Current Liabilities	
Deferred Prop Tax Rev	187,015.00
Prepaid Assessment	13,268.92
Total Other Current Liabilities	200,283.92
Total Current Liabilities	209,599.15
Long Term Liabilities	
Series 2023 Bond	2,635,000.00
Total Long Term Liabilities	2,635,000.00
Total Liabilities	2,844,599.15
Equity	
Retained Earnings	-1,553,628.55
Net Income	-6,534.46
Total Equity	-1,560,163.01
TOTAL LIABILITIES & EQUITY	**1,284,436.14**

Vistas At West Mesa Metro District
Profit & Loss Budget vs. Actual
January 2025

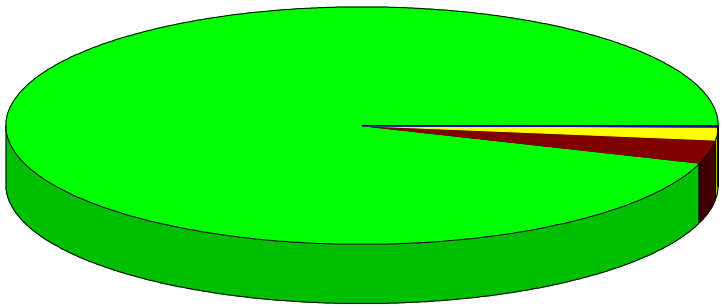
	Jan 25	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Developer Advance	0.00	29,327.00	-29,327.00	0.0%
Transfer & Status Letter Fee	300.00			
Unit Charges	8,715.96	93,750.00	-85,034.04	9.3%
CY Property Taxes	0.00	187,015.00	-187,015.00	0.0%
Specific Ownership Tax	0.00	14,520.00	-14,520.00	0.0%
Total Income	9,015.96	324,612.00	-315,596.04	2.78%
Expense				
Treasurer Collection Fee	0.00	2,805.00	-2,805.00	0.0%
General & Administrative				
Audit	0.00	10,550.00	-10,550.00	0.0%
Bank Fees	0.00	20.00	-20.00	0.0%
District Management	3,104.35	42,000.00	-38,895.65	7.39%
Election Expense	0.00	3,000.00	-3,000.00	0.0%
Insurance	4,653.00	6,000.00	-1,347.00	77.55%
Legal	1,886.53	30,000.00	-28,113.47	6.29%
SDA Dues	0.00	1,500.00	-1,500.00	0.0%
Total General & Administrative	9,643.88	93,070.00	-83,426.12	10.36%
Operations				
Contingency	0.00	18,103.00	-18,103.00	0.0%
Electricity	0.00	750.00	-750.00	0.0%
Landscape Maintenance				
Irrigation	0.00	6,000.00	-6,000.00	0.0%
Landscape Maintenance - Other	0.00	16,500.00	-16,500.00	0.0%
Total Landscape Maintenance	0.00	22,500.00	-22,500.00	0.0%
Repairs & Maintenance	0.00	1,000.00	-1,000.00	0.0%
Road - R&M	0.00	2,000.00	-2,000.00	0.0%
Snow Removal	4,908.71	6,250.00	-1,341.29	78.54%
Stormwater	0.00	1,141.00	-1,141.00	0.0%
Trash Service	1,170.43	15,876.00	-14,705.57	7.37%
Water	0.00	4,000.00	-4,000.00	0.0%
Reserve Funding	0.00	5,000.00	-5,000.00	0.0%
Total Operations	6,079.14	76,620.00	-70,540.86	7.93%
Bond Expense				
Interest Expense	0.00	114,137.00	-114,137.00	0.0%
Trustee Fees	0.00	3,500.00	-3,500.00	0.0%
Total Bond Expense	0.00	117,637.00	-117,637.00	0.0%
Total Expense	15,723.02	290,132.00	-274,408.98	5.42%
Net Ordinary Income	-6,707.06	34,480.00	-41,187.06	-19.45%
Other Income				
Interest Income	0.12			
Interest Income - Debt	172.48			
Total Other Income	172.60			
Net Income	**-6,534.46**	**34,480.00**	**-41,014.46**	**-18.95%**

Income and Expense by Month
January 2025



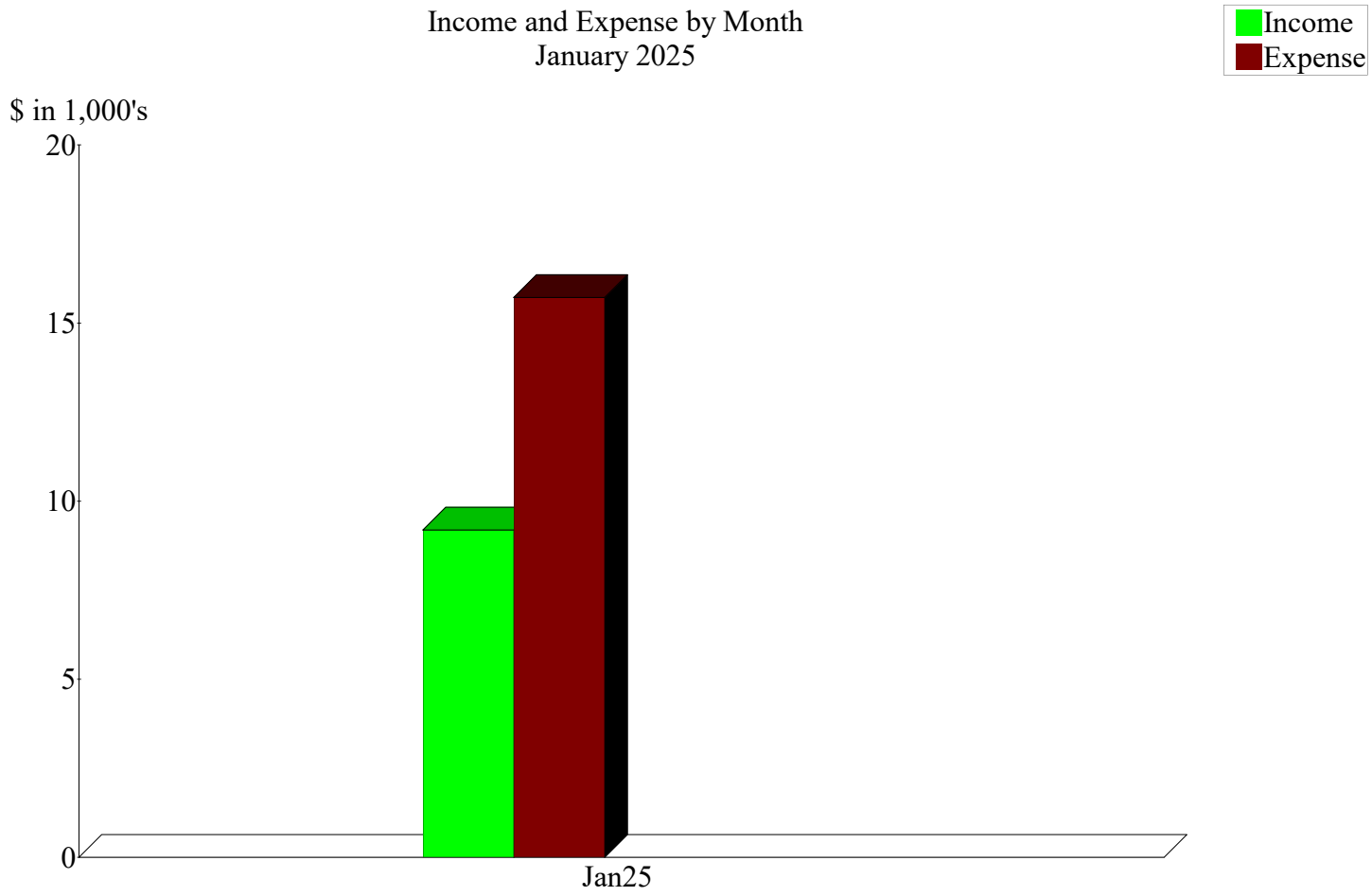
Income Summary
January 2025

Unit Charges	94.86%
Transfer & Status Letter Fee	3.26
Interest Income - Debt	1.88
Interest Income	0.01
Total	$9,188.56



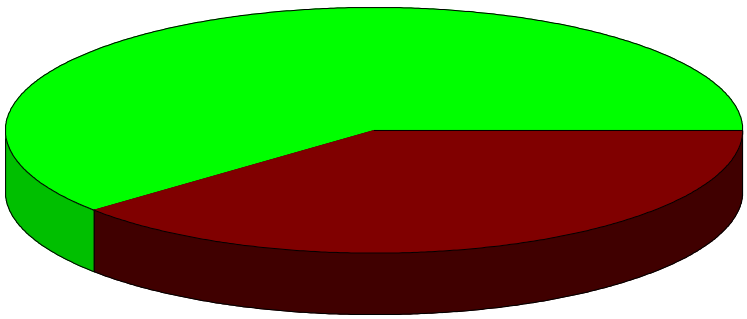
By Account

Income and Expense by Month
January 2025



Expense Summary
January 2025

General & Administrative	61.34%
Operations	38.66
Total	$15,723.02



By Account

WSDM
DISTRICT MANAGERS

BiggsKofford
CERTIFIED PUBLIC ACCOUNTANTS

October 17, 2024

Board of Directors
Vistas at West Mesa Metropolitan District
El Paso County, Colorado

We are pleased to confirm our understanding of the services we are to provide for Vistas at West Mesa Metropolitan District ("District") as of and for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2024. Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- You have informed us that the MD&A will be omitted. Our report will be modified accordingly.

We have also been engaged to report on supplementary information ("SI") other than RSI that accompanies the District's financial statements, as applicable. We will subject the SI to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS, and will provide an opinion on it in relation to the basic financial statements as a whole.

- Schedule(s) of revenues, expenditures, and changes in fund balances – budget and actual for governmental funds, as applicable

In connection with our audit of the basic financial statements, we will read any other information included with the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with US

GAAP; and report on the fairness of the SI referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Users of the Financial Statements

We understand that these financial statements will be used by the State of Colorado and El Paso County to assist with regulatory oversight, and by management to provide assurance on the financial statements to enhance management decision-making. You agree that you will discuss the suitability of this presentation with us if you intend to submit these financial statements to other users or to any of the identified users for different purposes.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with US GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with US GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

If circumstances occur which, in our professional judgment, prevent us from completing the audit or forming opinions on the financial statements, we retain the right to withdraw from the engagement without issuing opinions or a report, as permitted by our professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your

confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance any matters related to internal control that are required to be communicated under professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the entity in conformity with US GAAP based on information provided by you. We will perform the services in accordance with applicable professional standards.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with US GAAP with the oversight of those charged with governance.

Management is responsible for making drafts of the financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

With regard to including the auditor's report in an offering document, you agree that the aforementioned auditor's report, or reference to BiggsKofford, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the SI in conformity with US GAAP. You agree to include our report on the SI in any document that contains, and indicates that we have reported on, the SI. You also agree to include the audited financial statements with any presentation of the SI that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the SI in accordance with US GAAP; (2) you believe the SI, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the SI.

You agree to assume all management responsibilities for the other services listed above and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You are responsible to notify us in advance of your intent to reproduce our report for any reason, in whole or in part, and to give us the opportunity to review any printed material containing our report before its issuance. Such notification does not constitute an acknowledgement on our part of any third party's intent to rely on the financial statements. With regard to financial statements published electronically or on your internet website(s), you understand that electronic sites are a means to reproduce and distribute information. We are not required to read the information contained in your sites, or to consider the consistency of other information in the electronic site with the original document.

You agree that you will not use our firm's name or the name of an employee of the firm in a communication containing a financial presentation without the written permission of our firm. If you do use our firm name or the name of an employee of the firm in a communication containing a financial presentation, you agree to include an "accountant's report" or a "disclaimer" on the financial presentation(s) which we specify. Further, you agree to provide us with printers' proofs or masters of any document that contains our firm name or the name of an employee of the firm and a financial presentation for our review and approval before printing/publishing of the document. You also agree to provide us with a copy of the final reproduced material that contains either our firm's name and/or the name of an employee of the firm and a financial presentation for our approval before it is distributed.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you not solicit our employees to work for you. You agree that if you or your agents do hire one of our employees within three months of when they last worked for BiggsKofford, P.C., we will be due a finder's fee equal to 50% of the greater of the annual salary they were earning as of their last day of employment or their starting salary with the District. Payment will be due within 10 days of your receipt of our invoice. To ensure that our independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

You understand that we provide clients with services specifically focused on identifying and addressing deficiencies in internal controls, and on searching for the existence of fraud within the entity. If you would like us to perform

these services, we would be happy to discuss that opportunity with you. However, you acknowledge that those services are outside the scope of this engagement and are not included in the fees detailed below.

It is our policy to retain engagement documentation for a period of at least five years, after which time we may commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement. The balance of our engagement file, other than the compiled financial statement, which we will provide you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony related to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates for the time we expend in connection with such response, and to reimburse us for all related out-of-pocket costs incurred.

You and BiggsKofford, P.C. both agree that any dispute that may arise from this engagement will, prior to resorting to litigation, be submitted for mediation before the American Arbitration Association. Both parties further agree that any such mediation shall be administered within El Paso County, Colorado, and the results of any such mediation shall be binding upon agreement of each party to be bound. Further, both parties agree that any potential legal action between you and BiggsKofford, P.C. shall be resolved in El Paso County District Court according to Colorado law. Our engagement ends on delivery of our audit report and any claim made concerning our services will be limited to the fees charged for those services. You agree to indemnify, defend, and hold BiggsKofford and its owners, heirs, executors, personal representatives, successors, and assigns harmless from any liability and costs resulting from knowing misrepresentations by management.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all parties.

We want you to clearly understand that this type of financial statement presentation is not designed for, and should not be used for, any purpose subject to regulation by the United States Securities and Exchange Commission (“SEC”) or the securities division of any state.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of BiggsKofford, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Colorado Office of the State Auditor or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BiggsKofford, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Colorado Office of the State Auditor or its designee. The Colorado Office of the State Auditor or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Chris Jorgensen is the engagement principal and is responsible for supervising the engagement and for signing the report or authorizing another individual to sign it.

Our fees for this engagement are not contingent on the results of our services. We estimate that our fees for these services will be $10,550. You will also be billed for any travel or other out-of-pocket expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered when we begin final field work, and are payable on presentation. Any remaining balance will be due upon delivery of your financial statements. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or for any other reason provided for in this letter, our engagement will be deemed to have been

completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of the termination. This engagement letter was drafted under the assumption that WSDM District Managers is the manager for the District. In the event this is not the case, the terms of this engagement letter are subject to revision. This engagement letter is valid for 30 days from the date of this letter and is subject to revision or withdrawal if an executed copy is not received by BiggsKofford, P.C. within that timeframe.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the board of directors of the District. Circumstances may arise in which our report may differ from its expected content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, **PLEASE INITIAL EACH PAGE, SIGN THE LAST PAGE**, and return a copy to us.

Sincerely,

BiggsKofford, P.C.

BiggsKofford, P.C.

RESPONSE:
This letter correctly sets forth the understanding of Vistas at West Mesa Metropolitan District.

Officer signature: _____ Title: _____ Date: _____

WSDM
DISTRICT MANAGERS