

RECORD OF PROCEEDINGS

**MINUTES OF A REGULAR MEETING OF
THE BOARDS OF DIRECTORS OF THE
RAMPART RANGE METROPOLITAN DISTRICT NOS. 1, 2 & 7
(THE “DISTRICTS”)
HELD
APRIL 26, 2023**

A regular meeting of the Boards of Directors of the Rampart Range Metropolitan District Nos. 1, 2 & 7 (referred to hereafter as the “Boards”) was convened on April 26, 2023 at 3:00 p.m. at Coventry Development Corp., 9878 Schwab Way, Suite 415, Lone Tree, Colorado. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Keith Simon, President
Darryl Jones, Treasurer
Elizabeth Matthews, Secretary
Ken Linhardt, Assistant Secretary

Also, In Attendance Were:

Denise Denslow, Nic Carlson and Susan Sanchez; CliftonLarsonAllen LLP
Jon Hoistad, Esq.; McGeady Becher P.C.
Dennis Bedford; BrightView Landscape Services, Inc. (“BrightView”)
Carson Besgrove; Merrick & Company
Ernie Warzecha; Diverse Project Consultants
John Connelly; Coventry Development Corp.
Jennifer Miller; Shea Homes

ADMINISTRATIVE MATTERS

Quorum/call to order/disclosures of potential conflicts of interest: Director Simon called the meeting to order and confirmed the presence of a quorum.

The Boards discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Boards of Directors to the Secretary of State. The members of the Boards were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Boards’ members prior to this meeting in accordance with statute. It was noted by Attorney Hoistad that disclosures of potential conflicts of interest were filed with the Secretary of State for all directors, and no additional conflicts were disclosed at the meeting.

Agenda, location of meeting and posting of meeting notices: The Boards reviewed the Agenda for the meeting. Following discussion, upon motion duly made by Director Jones, seconded by Director Linhardt and, upon vote, unanimously carried, the Boards approved the Agenda, as presented.

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The Boards entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the Districts' Board meeting. Following discussion, and upon motion duly made by Director Jones, seconded by Director Linhardt and, upon vote, unanimously carried, the Boards determined to conduct the meeting at the above-stated date, time, and location, which is within 20 miles of the Districts. It was further noted that notice of the time, date and location was duly posted and that no objections to the location or any requests that the meeting place be changed by taxpaying electors within the Districts' boundaries have been received.

Public Comment: There were no public comments.

Results of May 2, 2023 Regular Elections: Attorney Hoistad informed the Board that the May 2, 2023 Regular Elections have been canceled pursuant to Statute because the Districts did not receive more self-nominations than seats available. Director Simon was re-elected to four-year terms and Director Linhardt was elected by acclamation to four-year terms to District Nos. 1 and 7. Oaths will be administered following May 2, 2023.

CONSENT AGENDA

Minutes of December 6, 2022 Special Meeting:

Resolution Consenting to the Adoption of the Second Amendment to the Service Plan for the Southeast Public Improvement Metropolitan District, Whose Boundaries and Services will Overlap with the Boundaries and Services of Rampart Range Metropolitan District Nos. 1 – 9:

Proposal between RRMD No. 1 and Brightview Landscape Services for Directional Sign Removal and Storage in the amount of \$1,210.00:

Construction Contract between RRMD No. 1 and CTF Construction, LLC for sidewalk at train station circle in the amount of \$12,764.00:

Director Simon reviewed the Consent Agenda with the Boards. Following review and discussion, upon a motion duly made by Director Linhardt, seconded by Director Simon and, upon vote, unanimously carried, the Boards approved and/or ratified, as appropriate, the Consent Agenda.

ENGINEER/CONSTRUCTION MATTERS

Engineering/Design Report: Mr. Besgrove noted there were no new updates to report.

Construction Report: Mr. Warzecha noted there were no new updates to report.

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LANDSCAPE MATTERS

Landscape Report: Mr. Bedford reviewed the landscape report that was included in the meeting packet, and noted spring start up is underway, there is a need for tree replacements, and the planting and maintenance of new landscaping.

FINANCIAL MATTERS

Claims: Ms. Sanchez reviewed the prior claims with the RRMD No. 1 Board. Upon a motion duly made by Director Matthews, seconded by Director Linhardt and, upon vote, unanimously carried, the RRMD No. 1 Board ratified approval of prior claims totaling \$3,328,127.90, including ACH payments for Denver Water and Xcel Energy, and wires to the City of Lone Tree (1), Ridgeway Investments, Inc. (2), and ADP (1).

Cash Position Report: Ms. Sanchez reviewed the Cash Position Report, noting that this is informational only.

Move RRMD No. 1 checking account transfer from US Bank to First Bank: Ms. Sanchez discussed the transfer of the RRMD No. 1 checking account with the RRMD No. 1 Board. Following discussion, upon a motion duly made by Director Simon, seconded by Director Jones and, upon vote, unanimously carried, the RRMD No. 1 Board ratified authorization to transfer the RRMD No. 1 checking account from US Bank to First Bank.

Increases in interest rates and arbitrage with RRMD No. 1: Ms. Sanchez discussed the increase in the interest rates and arbitrage with the RRMD No. 1 Board, noting that she is monitoring arbitrage compliance.

LEGAL MATTERS

Plat amendment and conveyance of Tracts D1 and E1, Ridgeway – Section 22 Filing No. 1, Amendment No. 1, City of Lone Tree, Douglas County, State of Colorado from RRMD No. 1 to Retreat at Ridgeway LLC: This item was deferred.

MANAGER MATTERS

2023 Miscellaneous Service Agreement – West Side between RRMD No. 1 and Merrick & Company in the amount of \$10,000.00: Ms. Denslow reviewed the Service Agreement with the RRMD No. 1 Board. Following discussion, upon a motion duly made by Director Matthews, seconded by Director Linhardt and, upon vote, unanimously carried, the RRMD No. 1 Board approved the 2023 Miscellaneous Service Agreement – West Side between RRMD No. 1 and Merrick & Company in the amount of \$10,000.00.

BOARD MEMBER ITEMS

Director Jones and Ms. Denslow discussed further tree replacements within the District for 2023.

Director Simon requested the District to investigate having an engineering analysis of the parking garage.

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OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Boards at this time, Director Simon adjourned the meeting at 3:39 p.m.

Respectfully submitted,

By 
 DocuSigned by:
Elizabeth Matthews
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Secretary for the Meeting

Certificate Of Completion

Envelope Id: CD5F561C13564654A7A2B0C2EEB28BC8	Status: Completed
Subject: RRMD No. 1 : Minutes 04-26-2023 (RRMD 1 2 7).pdf	
Client Name: RRMD No. 1	
Client Number: A525730-OS01-2023	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kathy Suazo
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Kathy.Suazo@claconnect.com
	IP Address: 65.59.88.254

Record Tracking

Status: Original	Holder: Kathy Suazo	Location: DocuSign
7/21/2023 10:25:11 AM	Kathy.Suazo@claconnect.com	

Signer Events

Elizabeth Matthews
 ematthews@coventrydevelopment.com
 EXECUTIVE DIRECTOR
 SCHWEIGER RANCH FOUNDATION
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 16B677B2561B4D8...
 Signature Adoption: Pre-selected Style
 Using IP Address: 76.131.205.35

Timestamp

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 Viewed: 7/21/2023 12:10:37 PM
 Signed: 7/21/2023 12:10:53 PM

Electronic Record and Signature Disclosure:
 Accepted: 7/21/2023 12:10:37 PM
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Jen Henry
 jhenry@specialdistrictlaw.com
 Security Level: Email, Account Authentication (None)

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Witness Events

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Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	7/21/2023 10:26:28 AM
Certified Delivered	Security Checked	7/21/2023 12:10:37 PM
Signing Complete	Security Checked	7/21/2023 12:10:53 PM
Completed	Security Checked	7/21/2023 12:10:53 PM

Payment Events

Status

Timestamps

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