

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
THIRD CREEK METROPOLITAN DISTRICT NO. 2
HELD
DECEMBER 12, 2023

A special meeting of the Board of Directors of the Third Creek Metropolitan District No. 2 (referred to hereafter as the “Board”) was convened on Tuesday, December 12, 2023 at 3:30 p.m. The meeting was open to the public. The meeting was held via Microsoft Teams video teleconference.

ATTENDANCE

In Attendance were Directors:

Kent Pedersen, President
Debra Hessler, Treasurer
Jack Beckwitt, Secretary (for a portion of the meeting)
Brian Stockton, Assistant Secretary
Jennifer Thornbloom, Assistant Secretary

Also, in Attendance were:

Lisa Johnson, Alex Clem and Nichole Kirkpatrick; CliftonLarsonAllen LLP (“CLA”)
Suzanne Meintzer, Esq., Timothy O’Connor, Esq. and Lisa Jacoby; McGeady Becher P.C.

**ADMINISTRATIVE
MATTERS**

Call to Order and Agenda: Ms. Johnson called the meeting to order. Following review, upon a motion duly made by Director Stockton, seconded by Director Pedersen, and upon vote unanimously carried, the Board approved the agenda.

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The Board members (the “Directors”) were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting. In accordance with statute, those applicable disclosures made by the Board members prior to this meeting, were noted for the record. 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.

Quorum, Location of Meeting and Posting of Meeting Notices: The presence of a quorum was confirmed. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. The Board determined to conduct

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this meeting via Microsoft Teams. Notice providing the date, time and video teleconference link information was duly posted and no objections or any requests that the means of hosting the meeting be changed, were received from taxpaying electors within the District's boundaries.

Public Comment: None.

CONSENT AGENDA

The Board considered the following items under the Consent Agenda:

- Recission of Resolution No. 2023-10-01 Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices.
- Adoption of Resolution No. 2023-12-01 Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices.

Following review, upon a motion duly made by Director Pedersen, seconded by Director Stockton, and upon vote unanimously carried, the Board approved the Consent Agenda items.

FINANCIAL/LEGAL/ CAPITAL IMPROVEMENT MATTERS

Escrow Agreement (Agreement Concerning Construction of Offsite Public Improvements) Between the District, Third Creek Metropolitan District No. 1 and UMB Bank, n.a.: Attorney Meintzer discussed the Escrow Agreement with the Board. Following review and discussion, upon a motion duly made by Director Pedersen, seconded by Director Thornbloom, and upon vote unanimously carried, the Board approved the Escrow Agreement between the District, Third Creek Metropolitan District No. 1 and UMB Bank, n.a., subject to contingencies discussed and the confirmation of compliance with the requirements of the Offsite Public Improvements Agreement.

Overview of Bids Received: Bids were received from contractors and an analysis was conducted prior to the meeting.

Award of Contract for Waterline Improvements: Director Stockton presented the bid analysis for the Waterline Improvements. It was noted that JHL Constructors, Inc. was deemed the lowest responsive bidder for a bid amount of \$5,068,235.59. It was noted that boring services were not included and will be bid separately.

Following discussion, upon a motion duly made by Director Pedersen, seconded by Director Hessler, and upon vote unanimously carried, the Board awarded the Contract for Waterline Improvements to JHL Constructors, Inc., subject to

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the transfer of funds from the District No. 1 Project Fund to the District No. 2 Escrow Account.

Award of Contract for Sanitary Sewer Improvements:

Director Stockton presented the bid analysis for Sanitary Sewer Improvements. It was noted that Alpine Civil Construction, Inc. was deemed the lowest responsive bidder for a bid amount of \$5,633,500.00.

Following discussion, upon a motion duly made by Director Pedersen, seconded by Director Hessler, and upon vote unanimously carried, the Board awarded the Contract for Sanitary Sewer Improvements to Alpine Civil Construction, Inc., subject to the transfer of funds from the District No. 1 Project Fund to the District No. 2 Escrow Account.

Award of Service Agreement for Geotechnical Services:

Director Stockton reported to the Board that a proposal is forthcoming from CTL Thompson, Inc. for Geotechnical Services. Following discussion, upon a motion duly made by Director Beckwitt, seconded by Director Hessler, and upon vote unanimously carried, the Board awarded the Service Agreement for Geotechnical Services to CTL Thompson, Inc., in an amount not to exceed \$200,000.00, subject to the transfer of funds from the District No. 1 Project Fund to the District No. 2 Escrow Account.

Award of Service Agreement for Survey Services: Director Stockton presented the bid received. It was noted that LJA Engineering, Inc. was the lowest responsive bidder for a bid amount of \$115,400.00.

Following discussion, upon a motion duly made by Director Beckwitt, seconded by Director Hessler, and upon vote unanimously carried, the Board awarded the Service Agreement for Survey Services to LJA Engineering, Inc., subject to the transfer of funds from the District No. 1 Project Fund to the District No. 2 Escrow Account.

Request for Deposit of Funds to be made by District No. 1 with UMB Bank, n.a. for the Offsite Public Improvements:

Following discussion, upon a motion duly made by Director Pedersen, seconded by Director Stockton, and upon vote unanimously carried, the Board approved the Request for Deposit of Funds to be made by District No. 1 with UMB Bank, n.a. for the offsite public improvements to be constructed by the District.

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**MANAGER
MATTERS**

None.

**DIRECTOR'S
MATTERS**

None.


OTHER MATTERS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Pedersen, seconded by Director Beckwitt and, upon vote, unanimously carried, the Board adjourned the meeting.

Respectfully submitted,

By:  EE0986B6D393433...
Secretary

Certificate Of Completion

Envelope Id: 546696E64BFA4E9E8CCE2E807BAF3BA9 Status: Completed
 Subject: Complete with DocuSign: 2A. Minutes 10-18-2023 Annual Mtg.pdf, 2B. Minutes 10-18-2023 - Budget ...
 Client Name: Third Creek MD 2
 Client Number: A140150
 Source Envelope:
 Document Pages: 13 Signatures: 4 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Chelsea Bojewski
 AutoNav: Enabled 220 S 6th St Ste 300
 Envelopeld Stamping: Enabled Minneapolis, MN 55402-1418
 Time Zone: (UTC-06:00) Central Time (US & Canada) Chelsea.Bojewski@claconnect.com
IP Address: 73.95.188.244

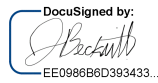
Record Tracking

Status: Original Holder: Chelsea Bojewski Location: DocuSign
 3/21/2024 3:35:59 PM Chelsea.Bojewski@claconnect.com

Signer Events

Jack Beckwitt
 Jack.Beckwitt@lennar.com
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Uploaded Signature Image
 Using IP Address: 205.168.224.35

Timestamp

Sent: 3/21/2024 3:38:43 PM
 Viewed: 3/21/2024 4:09:59 PM
 Signed: 3/21/2024 4:10:05 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/21/2024 4:09:59 PM
 ID: 7146af86-c9cb-4f05-8eff-65b0fbfae019

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**

Records
 sdrecordsretention@claconnect.com
 Security Level: Email, Account Authentication (None)



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Electronic Record and Signature Disclosure:
 Accepted: 10/5/2023 9:27:44 AM
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Witness Events **Signature** **Timestamp**

Notary Events **Signature** **Timestamp**

Envelope Summary Events **Status** **Timestamps**

Envelope Sent Hashed/Encrypted 3/21/2024 3:38:44 PM
 Certified Delivered Security Checked 3/21/2024 4:09:59 PM
 Signing Complete Security Checked 3/21/2024 4:10:05 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	3/21/2024 4:10:05 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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