

GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 · 800-741-3254
Fax: 303-987-2032

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Gregg A. Bradbury	President	2020/May 2020
Jeffrey L. Nading	Treasurer	2022/May 2022
Charles Church McKay	Assistant Secretary	2020/May 2020
Brandon Dooling	Assistant Secretary	2020/May 2020
Steve Nading	Assistant Secretary	2022/May 2020
David Solin	Secretary	

DATE: **February 25, 2020 (Tuesday)**

TIME: **11:30 A.M.**

PLACE: 141 Union Boulevard, Suite 150
Lakewood, Colorado

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda; confirm location of the meeting and posting of meeting notices and designate 24-hour posting location.

C. Review and approve minutes of the December 17, 2019 Special Meeting and the January 28, 2020 Special Meeting (enclosures).

II. CONSENT AGENDA

- Ratify approval of Task Order No. 2 to the Service Agreement between the District and IDES, LLC, for On-Call Metro District Oversight Services/Construction Management, in the amount of \$10,000.
- Ratify approval of Task Order No. 2 to the Service Agreement between the District and Martin/Martin, Inc., for Construction Services, in the amount of \$7,500.

III. PUBLIC COMMENTS

A. _____

IV. FINANCIAL MATTERS

A. Review and consider approval of the payment of claims through the period ending February 20, 2020, in the amount of \$1,423,891.35 (enclosure).

B. Review and accept unaudited financial statements for the period ending December 31, 2019 (to be distributed).

C. Review and consider approval and ratification of District Expenditures Verification Reports (enclosure).

D. Ratify approval of Proposal for District Engineering and Cost Certification Services between the District and Ranger Engineering, LLC (enclosure).

E. Review and consider approval of Service Agreement for District Engineering and Cost Certification Services between the District and Ranger Engineering, LLC (to be distributed).

F. Discuss status of Developer reimbursements (enclosure). Consider approval of any necessary actions associated therewith.

V. LEGAL MATTERS

A. Discuss status of May 5, 2020 Regular Election for Directors.

B. **Discuss status of use of proceeds for District infrastructure:**

1. Discuss outstanding reimbursable amounts for advanced, verified and accepted for District infrastructure. Authorize any necessary actions required in connection therewith.
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2. Discuss and consider approval of reimbursement to Great Western Park, LLC (“GWP LLC”) under the Facilities Funding and Acquisition Agreement between the District and GWP LLC.

3. Discuss and consider approval of Amendment to the Facilities Funding and Acquisition Agreement between the District and GWP LLC (to be distributed).

C. Consider ratifying approval of Multi-Party Developer Advances Reimbursement Agreement by and between Great Western Park Metropolitan District Nos. 1, 2 and 3 and Great Western Park, LLC (to be distributed).

D. Discuss and consider approval of Agreement of Acknowledgement of Satisfaction of Obligations of District No. 1 Related to Great Western Park, LLC Operation Funding Agreement and Acknowledgement of Ongoing Obligations of District Nos. 2 and 3, by and between Great Western Park Metropolitan District Nos. 1, 2 and 3 and Great Western Park, LLC (to be distributed).

E. Discuss status of Ditch Agreement between the District and Dry Creek Valley Ditch Company.

F. Discuss and consider approval of update to the McGeady Becher P.C. Document Retention Policy (enclosure).

VI. CONSTRUCTION MATTERS

A. _____

VII. OTHER BUSINESS

A. _____

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 24, 2020.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2 HELD DECEMBER 17, 2019

A Special Meeting of the Board of Directors of the Great Western Park Metropolitan District No. 2 (referred to hereafter as "Board") was convened on Tuesday, the 17th day of December, 2019, at 9:30 a.m., at the offices of the District, 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Gregg A. Bradbury
Jeffrey L. Nading
Brandon Dooling
Charles Church McKay
Steve Nading

Also In Attendance Were:

David Solin and Judy Leyshon; Special District Management Services, Inc.

Megan Becher, Esq.; McGeady Becher P.C.

Joy Tatton; Simmons & Wheeler, P.C. (via speakerphone)

Wes Back; Independent District Engineering Services, LLC

Diana Ten Eyck; Jefferson Center Metropolitan District Nos. 1 & 2

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State.

Mr. Solin noted that a quorum was present and requested members of the Board 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 Board members prior to this meeting in accordance with the statute. Attorney Becher noted that the Directors' Disclosure Statements for all of the Directors have been filed, and no additional conflicts were disclosed at the meeting.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

Agenda: The Board reviewed the proposed Agenda for the District's Special Meeting.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director McKay and, upon vote, unanimously carried, the Agenda was approved as presented.

Approval of Meeting Location and Posting Location: 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.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within its boundaries to conduct this meeting, it was determined to conduct the meeting at the above-stated location. The Board further noted that notice of the time, date and location was duly posted and that they have not received any objections to the location or any requests that the meeting place be changed by taxpaying electors within its boundaries.

Minutes: The Board reviewed the Minutes from the November 26, 2019 Regular Meeting.

Following discussion, upon motion duly made by Director Dooling, seconded by Director Bradbury and, upon vote, unanimously carried, the Minutes from the November 26, 2019 Regular Meeting were approved.

PUBLIC COMMENT

There were no public comments.

FINANCIAL MATTERS

Claims: The Board considered the approval of the payment of claims for the period ending December 17, 2019 as follows:

General Fund	\$ 3,691.22
Capital Improvements Fund	\$ <u>6,730.68</u>
Total Claims:	\$ <u>10,421.90</u>

Following discussion, upon motion duly made by Director Steve Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board approved the payment of claims for the period ending December 17, 2019.

RECORD OF PROCEEDINGS

District Expenditures Verification Report prepared by Independent District Engineering Services, LLC (“IDES”): Mr. Back reviewed IDES’ report entitled “District Expenditures Verification for December 2019,” which summarizes IDES’ review and verification of the expenditures of the District for December 2019 related to certain District construction contracts. The Verification Report identified \$10,421.90 of District Eligible Expenses and \$-0- of Non-Eligible Expenses.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director McKay and, upon vote, unanimously carried, the Board determined to accept the District Eligible Expenses in the amount of \$10,421.90.

LEGAL MATTERS

Ditch Agreement between the District and Dry Creek Valley Ditch Company: Attorney Becher reported to the Board that she has received comments on the Ditch Agreement between the District and Dry Creek Valley Ditch Company and is reviewing the same.

McGeady Becher P.C. District Records Retention: The Board deferred discussion.

CONSTRUCTION MATTERS

Construction Status Report: Mr. Back reviewed the report with the Board.

Contracts, Task Orders, Work Orders and Change Orders: Mr. Back discussed the following Task Orders, Work Orders and Change Orders:

- Consider approval of Task Order No. 2 to the Services Agreement between the District and IDES, for On-Call Metro District Oversight Services/Construction Management, in the amount of \$10,000.
- Consider approval of Task Order No. 2 to the Service Agreement between the District and Martin/Martin, Inc., for Construction Services, in the amount of \$7,500.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Steve Nading and, upon vote, unanimously carried, the Board approved (or ratified approval of, as appropriate) the Contracts, Change Orders, Task Orders and Work Orders listed above.

Contract between the District and Wagner Construction, Inc. for Dirt Work, Utility and Roadway: The Board reviewed the Contract between the District and Wagner Construction, Inc., for dirt work, utility and roadway.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board ratified approval of the award of a contract to Wagner Construction, Inc., for dirt work, utility and roadway, in the approximate amount of \$2,400,000 (to include all support services), subject to final review by Director Jeff Nading and Legal Counsel and, subject to Notice to Proceed and funding by Great Western Park, LLC.

OTHER BUSINESS

None.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

**GREAT WESTERN PARK
METROPOLITAN DISTRICT NO. 2**
Board Meeting Project Status
December 17, 2019



Project Work

- Public bidding process has been completed for the Skyestone Parkway Roadway, Underpass and Utility Improvements.
- A borrow area for the fill required on the box culvert has been selected and priced.
- Taylor Morrison reimbursements for the Skyestone Parkway Roadway, Underpass and Utility Improvements were calculated.
- Construction contract has been drafted for Wagner Construction.
- Geotechnical engineering RFPs for material testing have been distributed

Project Status

- Skyestone and 112th Plans have been approved by the City.
- Working through required items prior to issuance of City permits.
- Martin/Martin is working with a subcontractor for Corps 404 permit. Authorization from the Army Corp of Engineers is anticipated any day. The CLOMR was received in October.
- Western Environmental to complete preconstruction wildlife survey and letter on January 3rd.

Construction Contract Documents

Contractor Contracts

- Wagner Construction, Inc. – Skyestone Parkway Roadway, Underpass and Utility Improvements - \$2,211,178.70

Change Orders

- None

Potential Change Orders/Change Order Requests

- None

Consultant Contract Documents

Consultant/Vendor Agreements

- None

Work Orders and Task Orders

- IDES
TO #2 – On-Call Metro District Oversight Services / Construction Management - \$10,000.00
- Martin/Martin
TO #5 – Construction Services - \$7,500.00

Potential Task Orders/Requests

- IDES
TO #3 – On-Call Metro District Oversight Services / Construction Management - \$67,200.00

Other Matters

- None

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2 HELD JANUARY 28, 2020

A Special Meeting of the Board of Directors of the Great Western Park Metropolitan District No. 2 (referred to hereafter as "Board") was convened on Tuesday, the 28th day of January, 2020, at 8:30 a.m., at the offices of the District, 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Gregg A. Bradbury
Jeffrey L. Nading
Brandon Dooling
Charles Church McKay
Steve Nading

Also In Attendance Were:

David Solin; Special District Management Services, Inc.

Megan Becher, Esq.; McGeady Becher P.C.

Joy Tatton; Simmons & Wheeler, P.C. (via speakerphone)

Brandon Collins (via speakerphone) and Wes Back (in person); Independent District Engineering Services, LLC

Creig Veldhuizen; Piper Sandler

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State.

Mr. Solin noted that a quorum was present and requested members of the Board 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 Board members prior to this meeting in accordance with the statute. Attorney Becher noted that the Directors' Disclosure Statements for all of the Directors have been filed, and no additional conflicts were disclosed at the meeting.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

Agenda: The Board reviewed the proposed Agenda for the District's Special Meeting.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Agenda was approved as presented.

Approval of Meeting Location and Posting Location: 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.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within its boundaries to conduct this meeting, it was determined to conduct the meeting at the above-stated location. The Board further noted that notice of the time, date and location was duly posted and that they have not received any objections to the location or any requests that the meeting place be changed by taxpaying electors within its boundaries.

PUBLIC COMMENT

There were no public comments.

FINANCIAL MATTERS

Claims: The Board considered the approval of the payment of claims for the period ending January 23, 2020, in the amount of \$11,408.69.

Following discussion, upon motion duly made by Director Steve Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Board approved the payment of claims for the period ending January 23, 2020.

District Expenditures Verification Report prepared by Independent District Engineering Services, LLC ("IDES"): Mr. Back reviewed IDES' report entitled "District Expenditures Verification for January 2020," which summarizes IDES' review and verification of the expenditures of the District for January 2020 related to certain District construction contracts. The Verification Report identified \$11,408.69 of District Eligible Expenses and \$-0- of Non-Eligible Expenses.

Following discussion, upon motion duly made by Director Dooling, seconded by Director Steve Nading and, upon vote, unanimously carried, the Board determined to accept the District Eligible Expenses in the amount of \$11,408.69.

Series 2016 Bonds and Potential Refinancing of Same: Mr. Veldhuizen discussed with the Board the current market and options to consider for a possible refunding of

RECORD OF PROCEEDINGS

the Series 2016 Bonds. Extensive discussion ensued. The Board determined not to pursue a refunding at this point to allow future potential Board members to make a determination relative to any refunding. No action was taken by the Board.

LEGAL MATTERS

May 5, 2020 Regular Election for Directors: Mr. Solin discussed with the Board the status of the May 5, 2020 Regular Election for Directors. It was noted that if no more than four self-nomination forms are received by February 28, 2020, the election may be cancelled on or after March 3, 2020, pursuant to statute.

CONSTRUCTION MATTERS

Construction Status Report: Mr. Back reviewed the report with the Board. He noted that all work for the Skyestone and 112th projects is on hold.

Rescission of Award of Contract to Wagner Construction, Inc.: The Board discussed the previous award of a contract to Wagner Construction, Inc., for dirt work, utility and roadway, in the approximate amount of \$2,400,000. Following extensive discussion, upon motion duly made by Director Jeff Nading, seconded by Director McKay and, upon vote, unanimously carried, the Board determined to rescind the award of a contract to Wagner Construction, Inc., and noted that the contract was never entered into due to a lack of funds.

Contracts, Task Orders, Work Orders and Change Orders: Mr. Back discussed the following Task Orders, Work Orders and Change Orders:

- Consider approval of Task Order No. 3 to the Services Agreement between the District and IDES, for On-Call Metro District Oversight Services/Construction Management, in the amount of \$67,200.

Following discussion, the Board determined not to approve Task Order No. 3 to the Services Agreement between the District and IDES, for On-Call Metro District Oversight Services/Construction Management, in the amount of \$67,200. The Board further determined to cancel any additional project work, due to a lack of available funding.

Remaining Project Funds: Extensive discussion ensued regarding remaining infrastructure needs and requirements for the District and remaining bond proceeds. Discussion further ensued regarding the outstanding and unpaid reimbursement obligations of the District. The Board directed its consultants to review the outstanding obligations and report back to the Board at the next Board meeting. No action was taken by the Board at this time.

RECORD OF PROCEEDINGS

OTHER BUSINESS

None.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting



**GREAT WESTERN PARK
METROPOLITAN DISTRICT NO. 2
Board Meeting Project Status
January 28, 2020**

Project Work

- The construction contract with Wagner Construction has been cancelled.
- All work for the Skystone and 112th projects is on hold.

Construction Contract Documents

Contractor Contracts

- None

Change Orders

- None

Potential Change Orders/Change Order Requests

- None

Consultant Contract Documents

Consultant/Vendor Agreements

- None

Work Orders and Task Orders

- IDES
TO #3 – On-Call Metro District Oversight Services / Construction Management - \$67,200.00

Potential Task Orders/Requests

- None

Other Matters

- None

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
01-000-06750	0	2405	936B1/2020	01/31/2020	02/21/2020	January Legal D1	21.16
01-000-06750	0	2405	937B1/2020	01/31/2020	02/21/2020	January Legal D2	4,498.50
	**** TOTAL ****			McGeady Sisneros			4,519.66
01-000-06100	0	2406	Jan 2020	01/31/2020	02/21/2020	January Management	3,084.33
	**** TOTAL ****			Special District Management			3,084.33
01-000-06700	0	2407	SDA 2020	02/10/2020	02/21/2020	2020 SDA Dues	293.10
	**** TOTAL ****			Special District Association			293.10
03-000-07840	0	2408	105200017	01/10/2020	02/21/2020	Engineering	570.00
	**** TOTAL ****			Martin/Martin			570.00
03-000-07800	0	2409	20217	01/31/2020	02/21/2020	January 2020	2,285.00
	**** TOTAL ****			IDES, LLC			2,285.00
03-000-07800	0	2410	1017	01/28/2020	02/21/2020	January 2020	456.35
	**** TOTAL ****			Pappillon LLC			456.35
01-000-06850	0	2411	219110508	11/30/2019	02/21/2020	RTL Transmissions-Nov	72.42
01-000-06850	0	2411	219120501	12/31/2019	02/21/2020	RTL Transmissions-Dec	46.86
	**** TOTAL ****			UNCC			119.28
03-000-07500	0	2412	Reimb Dev	02/20/2020	02/21/2020	Reimburse Developer	1,412,563.63
	**** TOTAL ****			Great Western Park, LLC			1,412,563.63
	*** GRAND TOTAL ***						1,423,891.35

**Great Western Park
Metropolitan District No. 2**

**District Expenditures
Verification
For
February 2020**



February 25, 2020

Great Western Park Metropolitan District No. 2
Attn: Board of Directors
141 Union Blvd., Suite 150
Lakewood, CO 80228

DISTRICT ENGINEER'S VERIFICATION OF IMPROVEMENTS AND EXPENDITURES PAID BY GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2

VERIFICATION FOR FEBRUARY 2020

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Great Western Park Metropolitan District No. 2 (District) to provide verification of expenditures of the District related to District contracts associated with improvements and services (District Expenditures) for the Skyestone Development located in the City of Broomfield, Colorado (Project). Some of the District contracts may have expenditures for both District-eligible and non-eligible improvements and services. This document summarizes the engineer's approach and findings for such expenditures.

ACTIVITIES CONDUCTED

To provide verification of District Expenditures, a review of the relevant District contracts, invoices and pay applications submitted to the District was performed. These were invoices and pay applications submitted to the District and run through the District invoice review and payment process. Invoices which are paid through General or Debt Fund categories were not reviewed but are shown as Operating and Maintenance Expenditures to reflect the grand total of District expenditures for the month. These findings are listed in Attachment A. A Contract Summary is also provided, detailing District contract amounts and balances through this period, and are listed in Attachment B.

SUMMARY AND RECOMMENDATION

After completing the activities identified, in our professional opinion, we have concluded the following:

1. At this time and based upon the information provided, we find **\$1,423,891.35** of the District Expenditures were appropriately classified as District Eligible Expenses.
2. At this time and based upon the information provided, we find **\$00.00** of the District Expenditures were appropriately classified as Non-Eligible Expenses.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,
Independent District Engineering Services, LLC

Brandon Collins, PE
Attachments A and B

Attachment A

**Great Western Park Metropolitan District No. 2
District Expenditure Verification Report
February, 2020**

Vendor (See Note 1 Below)	Description	Invoice Number	Invoice Date	Invoiced Amount	District Eligible Expenditures	Non Eligible Expenditures
O&M Expenditures (December 2019)	Various Products or Services	Varies	N/A	\$ 8,016.37	\$ 8,016.37	\$ -
Great Western Park, LLC (See Note 2 Below)	Developer Reimbursement	n/a	2/20/2020	\$ 1,412,563.63	\$ 1,412,563.63	\$ -
Independent District Engineering Services, LLC	District Engineering Oversight	20217	1/31/2020	\$ 2,285.00	\$ 2,285.00	\$ -
Martin/Martin Consulting Engineers	Engineering	18.1052-00017	1/10/2020	\$ 570.00	\$ 570.00	\$ -
Papillon LLC	Management	1017	1/28/2020	\$ 456.35	\$ 456.35	\$ -
Total Expenditures (O&M + Vendor)				\$ 1,423,891.35	\$ 1,423,891.35	\$ -

Note 1: Operating and Maintenance (O&M) Expenditure information is provided by SDMS monthly. These invoices are not reviewed or verified by IDES, but are included to show total District General and Capital Outlay Account expenditures for the month.

Note 2: The Engineer's Report & Certification dated October 30, 2010, Engineer's Report & Certification dated November 15, 2013 provided by Tamarack Consulting, LLC, Engineer's Report & Certification No. 2 dated November 17, 2014, and Engineer's Report & Certification No. 3 dated November 12, 2015 were not reviewed or verified by IDES.

Summary of Previous Expenditures

Description	Invoiced Amount	District Eligible Expenditures	Non Eligible Expenditures
September 1, 2018 Through January 31, 2019	\$64,601.58	\$64,601.58	\$0.00
February 2019	\$6,228.70	\$6,228.70	\$0.00
March 2019	\$106,292.79	\$106,292.79	\$0.00
April 2019	\$33,662.73	\$33,662.73	\$0.00
May 2019	\$72,413.10	\$72,413.10	\$0.00
June 2019	\$27,230.73	\$27,230.73	\$0.00
July 2019	\$15,151.26	\$15,151.26	\$0.00
August 2019	\$17,420.24	\$17,420.24	\$0.00
September 2019	\$14,865.90	\$14,865.90	\$0.00
October 2019	\$13,927.95	\$13,927.95	\$0.00
November 2019	\$9,879.57	\$9,879.57	\$0.00
December 2019	\$10,421.90	\$10,421.90	\$0.00
January 2020	\$11,408.69	\$11,408.69	\$0.00
February 2020 (Current)	\$1,423,891.35	\$1,423,891.35	\$0.00
Total	\$1,827,396.49	\$1,827,396.49	\$0.00

Attachment B

Great Western Park Metropolitan District No. 2
 District Expenditure Verification Report
 Vendor Contract Summary
 February, 2020

Contractors

Contractor	District Eligible Contract Amount	District Eligible Change Orders Amount	Total District Eligible Contract Amount	Amount Paid	Amount Remaining	Comments
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Contracts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Consultants

Consultant	Description	Task Orders	District Eligible Task Order Amount	Amount Paid	Amount Remaining	Comments
A. G. Wassenaar	Geotechnical	1	\$23,420.00	\$14,500.00	\$8,920.00	thru inv #300542
IDES, LLC	District Engineering Mgmt	1-3	\$117,200.00	\$52,032.80	\$65,167.20	thru inv #20217
Martin/Martin	Engineering and Surveying	1-4	\$227,326.00	\$198,028.58	\$29,297.42	thru inv 18.1052-00017
Papillon LLC	Management	1	\$60,000.00	\$16,154.73	\$43,845.27	thru inv 1017
SWAP, LLC	Stormwater Management	1	\$10,000.00	\$1,450.24	\$8,549.76	thru inv SWAP09.03
Total Consultant Agreements			\$437,946.00	\$282,166.35	\$155,779.65	

Combined Totals

	Contracts Total	Amount Paid	District Amount Remaining
Contractor Contracts and Change Orders	\$0.00	\$0.00	\$0.00
Consultant Agreements, Task/Work Orders	\$437,946.00	\$282,166.35	\$155,779.65
TOTAL	\$437,946.00	\$282,166.35	\$155,779.65



February 18, 2020

Great Wester Park Metropolitan District No. 2
Attn: Ms. Megan Becher
McGeady Becher P.C.
450 17th St. #400
Denver, CO 80203

**RE: PROPOSAL FOR DISTRICT ENGINEERING AND COST CERTIFICATION SERVICES
GREAT WESTER PARK METROPOLITAN DISTRICT NO. 2
CITY AND COUNTY OF BROOMFIELD, COLORADO**

Dear Ms. Becher:

Ranger Engineering, LLC ("Ranger") is excited for the opportunity to submit a proposal to provide Great Wester Park Metropolitan District No. 2 ("District") with District Engineering and Cost Certification Services related to the Public Improvements. Ranger plans to 1). Provide a report and certification for the costs associated with any current construction and soft costs. Ranger will review prior cost certifications to verify certified costs are not duplicated. Additional services can be provided based on the needs of the District.

The project is located in the City and County of Broomfield, CO, and the area of the District Boundaries is approximately 240 acres. Per the District Service Plan, the District can have a debt authority of \$97,200,000.

Any estimated fees assume that documentation necessary to complete the current cost certification will be provided at the onset of the review process. If incomplete documentation is provided, or additional documentation is provided after the review process, additional fees may be incurred by the District. Documents to be provided include, but are not limited to:

- Executed Contracts and Bid Tabs
- Approved Construction Drawings
- Acceptable Proof of Payment (Cancelled checks and bank statements or lien waivers)
- Invoices and/or Pay Applications
- Acceptance of improvements by local jurisdictions
- Approved changes or amendments to contract documents
- Copies of any agreements that will impact District funding

Within this proposal are the following:

- Exhibit A - Scope of Work
- Exhibit B - Compensation
- Signature Page
- General Conditions
- Exhibit C – Hourly Rate Schedule

Guiding clients through their engineering and construction management needs

2590 Cody Ct., Lakewood, CO 80215

EXHIBIT A

SCOPE OF WORK

I. ENGINEER'S REPORT AND CERTIFICATION OF DISTRICT ELIGIBLE COSTS

1. Receive and review documentation (i.e. plans, contracts, agreements, invoices, pay applications, proofs of payment, cost sharing agreements etc.) of District costs to date.
2. Determine District eligible costs and verify as reasonable and paid.
3. Perform a site visit (photographs of constructed improvements will be taken for the District's record) if construction has started, to verify reasonableness of percentages complete as indicated by the contractor pay applications.
4. Categorize all District eligible costs according to the Service Plan categories, or as otherwise directed by the District.
5. Meet with or call the District as necessary to provide updates and receive answers to questions that may arise.
6. Review prior certified certifications to verify costs are not certified more than once.
7. Maintain a master spreadsheet to track all costs to date.
8. Prepare and deliver an Engineer's Report and Certification, as a single PDF document, to the District.

EXHIBIT B
COMPENSATION

I. ENGINEER'S REPORT AND CERTIFICATION COST: \$8,500 - \$10,000

All work will be completed on a Time and Materials basis. All fees are estimate and costs are dependent upon documentation provided for review.

Reimbursable expenses shall mean one hundred fifteen percent (115%) of all costs incurred by Ranger relative to the Project, including without limitation all approved outside consultants' fees, reproduction costs, messenger or special mail service, mileage and other Project-related expenses.

"Exhibit C", provided within, identifies Ranger's hourly rate schedule.

The terms of the attached "General Terms & Conditions", which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. The T&M fees for all services to be completed that are not authorized to begin by December 31, 2020 are subject to a 5 percent increase per annum. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted by 90 days from the date of this proposal.

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Thank you again for the opportunity to submit this Proposal. Should you have any questions, please do not hesitate to contact us.

Best Regards,

Ranger Engineering, LLC

Collin Koranda, PE

The undersigned is the (a) _____ actual owner of record of the property; (b) _____ authorized agent of the owner of the property; (c) _____ contract purchaser of the Property; (d) _____ general contractor (e) _____ uncertain

If (b), (c), (d) or (e) is checked, the property owner's name and address is _____.

ACCEPTED: GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2

By: Sheena Brodley
(Authorized Representative)

Invoices will be sent to the Client via email.
Invoices should be forwarded to:

GREGG A. BRADBURY
(Printed Name)

Name: Joy & David

TITLE: President

Email: _____

DATE: 2/18/2020

Phone: _____

GENERAL TERMS AND CONDITIONS

1. **ONE INSTRUMENT/INCONSISTENCIES** – These GENERAL TERMS AND CONDITIONS, and the Ranger PROPOSAL to which these terms are attached (collectively this “Agreement”) shall be deemed one instrument. Wherever there is a conflict or inconsistency between the provisions of these GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL TERMS AND CONDITIONS shall, in all instances, control and prevail. These GENERAL TERMS AND CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an AGREEMENT FOR ADDITIONAL SERVICES.
2. **ENTIRE AGREEMENT** – These GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supercedes any and all prior oral or written understandings between the Parties. Changes to these GENERAL TERMS AND CONDITIONS shall only be binding when in writing and agreed to by both parties.
3. **MEDIATION** – All disputes between relating to this Agreement or the Project (as defined in the Proposal) shall first be submitted to mediation with a mediator selected by the Parties. The costs of the mediator shall be split evenly between Client and Ranger. If the Client and Ranger cannot agree on a mediator, then each of Client and Ranger shall nominate a mediator and the two nominated mediators shall select the ultimate mediator. Client and Ranger shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to Ranger.
4. **AUTHORIZATION TO SIGN** – The person signing this Agreement represents and warrants that he/she is signing this Agreement on behalf of the Client and is authorized to enter into this Agreement on the Client’s behalf.
5. **BREACH AND COST OF COLLECTION** – In the event Client breaches the terms of this Agreement, Ranger shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that Ranger shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney’s fees. All payments received from the Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to Ranger
6. **CHANGES IN REGULATORY ENVIRONMENT** – The services provided by Ranger under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements that were in existence on the date of this Agreement. Any material additions, deletions or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service.
7. **CONTROLLING LAW** – This Agreement is to be governed by the laws of the State of Colorado.
8. **CURE PERIOD** – If during the project term, Client observes or becomes aware of any improper service which has been provided by Ranger, Client agrees to immediately notify Ranger of the same, in writing. Ranger shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If Client fails to notify Ranger of any defects within thirty (30) working days of learning of the defects, any objections to Ranger’s work shall be waived. Ranger will not accept any backcharges unless Client has complied with the foregoing and allowed Ranger the opportunity to cure any problem.
9. **DELAYS** – Client agrees that Ranger shall not be responsible for damages arising directly from any delays for causes beyond Ranger’s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client’s contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if delays resulting from any such causes increase the cost or time required by Ranger to perform its services in an orderly and efficient manner, Ranger shall be entitled to an equitable adjustment in schedule and/or compensation.
10. **ENGINEER’S OPINION OF PROBABLE COST** – Ranger’s Opinions of Probable Cost provided for herein, if applicable, are to be made on the basis of Ranger’s experience and qualifications and represents Ranger’s judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because Ranger has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor’s methods of determining prices, or competitive bidding or market conditions, Ranger cannot and does not warrant, represent or guarantee that proposals, bids or actual construction cost will not vary from Ranger’s Opinions of Probable Cost. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator.
11. **INDEMNITY** – To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Ranger, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees, arising out of or resulting from or in connection with the performance of the work which results from Client’s negligence or the negligence of Client’s agents. This indemnity shall not require the Client to indemnify Ranger for the negligent acts of Ranger or its agents.

To the fullest extent permitted by law, Ranger shall waive any right of contribution and shall indemnify and hold harmless the Client, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from or in connection with the performance of the work which results from Ranger’s negligence or the negligence of Ranger’s agents. This indemnity shall not require Ranger to indemnify the Client for the negligent acts of the Client or its agents.
12. **RANGER’S INSURANCE COVERAGE** – Before work is commenced on the site, and throughout the duration of the project, Ranger shall maintain the following insurance coverage so as to indemnify Client from all claims of bodily injury or property damage that may occur from Ranger’s negligence:
 - a. Workmen’s compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
 - b. Public liability and property damage liability insurance covering all operations under contract; the limits for bodily injury or death not less than \$1,000,000 for each accident; for property damage, not less than \$500,000 for each accident.

- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned or hired; public liability limits of not less than \$1,000,000 for each accident.

At the Client's request, Ranger shall (i) provide a Certificate of Insurance evidencing Ranger's compliance with the above requirements, and (ii) include Client as an "additional insured" on the insurance policy.

13. **LIMITATION OF RANGER'S LIABILITY** – In recognition of the relative risks of the Project to the Client and Ranger, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Ranger and Ranger's consultants to Client, to Contractor and any Subcontractors on the Project and to those claiming by or through Client for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Ranger's or Ranger's consultants to all of those named herein with respect to the Project shall not exceed \$50,000.00 or the agreed upon professional services fee, whichever is greater. Should Client desire a greater limitation of liability it is available for an additional fee as agreed to in writing by Client and Ranger.
- Client acknowledges and understands that Ranger's liability exposure for potential claims related to its performance of services is being specifically limited by this Agreement, and that Client's potential recovery in a claim situation is limited to the amount herein. Client agrees that based upon Ranger's fee and services, it is unreasonable to hold Ranger responsible for liability exposure greater than the set limit.
14. **INFORMATION TO BE PROVIDED TO RANGER** – Client agrees to provide Ranger with such site information as may be needed to enable Ranger to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase 1 survey; first floor foundation plan and such other information as may be requested by Ranger, from time to time. Client shall not be responsible for providing site information which Ranger has specifically agreed to provide in its Proposal.
15. **RANGER'S RELIANCE ON INFORMATION PROVIDED** – Ranger may rely on the accuracy and completeness of any information furnished to Ranger by or on Client's behalf. Furthermore, Client agrees to hold Ranger harmless from any engineering errors, including but not limited to, grading, earthwork analysis and off-site stormwater outlets, resulting from inaccurate site information which is provided by Client, including topographical surveys which have been prepared by consultants other than Ranger.
16. **PAYMENT** – Invoices will be submitted to the Client for payment on a monthly basis as the work progresses. Invoices are due within thirty days of rendering. Within thirty days of receipt of Invoice, Client shall examine the invoice in detail to satisfy themselves as to its accuracy and completeness and shall raise any question or objection that Client may have regarding the invoice within this thirty-day period. After sixty (60) days from receipt of invoice, Client waives any question or objection to the invoice not previously raised. If Client fails to make any payment due Ranger for services and expenses within thirty days after receipt of Ranger's invoice therefore, the amounts due Ranger will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less), from said thirtieth day. In addition, Ranger may, after giving notice to Client, suspend services under this Agreement until Ranger has been paid in full all amounts due for services, expenses and charges. In the event Ranger elects to suspend its services, and after receipt of payment in full by Client, Ranger shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Ranger to resume performance. In addition, prior to commencing such services, Ranger shall have the right, from time to time, to require Client to provide a retainer payment for services to be rendered. Ranger shall have no liability to Client for any costs or damages incurred as a result of such suspension that is caused by Client.
17. **PERMITS & FEES** – Unless the proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. Ranger does not warrant, represent or guarantee that the permits or approvals will be issued.
18. **RIGHTS-OF-WAY & EASEMENTS** – Client shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.
19. **SEVERABILITY** – If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
20. **STANDARD OF CARE** – Ranger will strive to perform its services in accordance with a manner consistent with the level of care and skill ordinarily exercised by other Design Professionals in the same locale.
21. **TERMINATION** – This Contract shall terminate at the time Ranger has completed its services for Client, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. Client agrees to pay for all services, expenses and charges, as agreed, which have been incurred by Ranger through the date of termination.
22. **THIRD PARTY BENEFICIARY** – If Client is a contractor for the owner of the property, the parties acknowledge that Ranger is intended to be a third party beneficiary of the construction contract entered into between owner and Client.
23. **USE OF DOCUMENTS AND ELECTRONIC DATA** – All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client are instruments of service with respect to the Project. Ranger grants an irrevocable non-exclusive license to the Client relative to the Client's use of the documents in connection with the Project. Client agrees not to reuse or make any modification to the documents without the prior written authorization of Ranger. The authorized reproduction of the documents/electronic data from Ranger's system to an alternate system cannot be accomplished without the introduction of inaccuracies, anomalies and errors, and therefore, Ranger cannot and does not make any representations regarding such compatibility. With respect to such reproduction or unauthorized use, Client agrees to indemnify and hold Ranger harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising from Client's unauthorized use, misuse, modification or misinterpretation of the documents or electronic data.

24. **WAIVER OF CONSEQUENTIAL DAMAGE** – Client and Ranger mutually agree to waive all claims of consequential damages arising from disputes, claims or other matters relating to this Agreement.

25. **RANGER'S SITE VISITS** – If requested by Client or as required by the Proposal, Ranger shall visit the site at intervals appropriate to the various stages of construction as Ranger deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Such visits and observations by Ranger are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to Ranger in this Agreement, but rather are to be limited to spot checking, and similar methods of general observation of the work based on Ranger's exercise of professional judgment. Based on information obtained during such visits and such observations, Ranger shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and Ranger shall keep Client informed of the progress of the work.

The purpose of Ranger's visits to the site will be to enable Ranger to better carry out the duties and responsibilities assigned to and undertaken by Ranger hereunder. Ranger shall not, during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall Ranger have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work, for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing the work or authority to stop the work. Accordingly, Ranger neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. Should the Client determine that such service is necessary, Ranger will provide such services as the resident project representative as an Additional Service.

Ranger shall not have the authority to instruct any contractor to suspend or terminate its work on the Project. Ranger shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work.

26. **DESIGN WITHOUT CONSTRUCTION ADMINISTRATION** – It is understood and agreed that Ranger's basic services under this Agreement do not include project observation or review of the Client's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of any contract documents and for construction observation, and the Client waives any claims against Ranger that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Ranger, its officers, directors, employees and subconsultants (collectively, Ranger) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Ranger. If the Client requests in writing that Ranger provide any specific construction phase services and if Ranger agrees in writing to provide such services, then Ranger shall be compensated for Additional Services as provided in Exhibit A.



EXHIBIT C

ADDITIONAL SERVICES

Additional services (including, but not limited to those listed within) shall be performed by Ranger Engineering, if requested, at an additional cost ("Additional Services"). The following services or items are not included within the scope of work outlined in this PROPOSAL to which this is attached unless specifically set forth therein. Such additional services shall be provided either for an agreed upon Lump Sum Fee or on a Time and Material Basis, subject to the rates as listed below:

SCHEDULE OF TIME AND MATERIAL RATES FOR 2020

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
Professional Engineer	\$150.00
Staff Engineer	\$135.00
Expert Testimony & Depositions	\$250.00
	<u>REIMBURSABLES</u>
Mileage	\$0.58/mile
Reimbursable Expenses	Cost + 15%

Great Western Park Metropolitan District No. 2
 FFA - Outstanding Principal & Interest

Under the FFA simple interest at the rate of 8% from the date verified costs were incurred

Date	Accrued		Accrued		Days	Accrued		Principal Balance	Cumulative Interest
	Principal Received	Interest Received	Principal Paid	Interest Paid		Interest	Principal		
11/1/2010	1,803,107.00	1,119,489.00				-	1,803,107.00	1,119,489.00	
12/31/2010					60	23,712.09	1,803,107.00	1,143,201.09	
12/31/2011					365	144,248.56	1,803,107.00	1,287,449.65	
12/31/2012					366	144,643.76	1,803,107.00	1,432,093.41	
12/31/2013					365	144,248.56	1,803,107.00	1,576,341.97	
12/31/2014					365	144,248.56	1,803,107.00	1,720,590.53	
11/17/2015	10,796,893.00	1,109,984.46			321	126,859.69	12,600,000.00	2,957,434.68	
12/31/2015					44	121,512.33	12,600,000.00	3,078,947.01	
6/30/2016					182	502,619.18	12,600,000.00	3,581,566.19	
7/1/2016					1	2,761.64	12,600,000.00	3,584,327.83	
7/26/2016			3,042,197.07	3,653,368.93	25	69,041.10	9,557,802.93	(0.00)	
7/26/2016			1,508,350.00		0	-	8,049,452.93	(0.00)	
12/31/2016					158	278,753.66	8,049,452.93	278,753.66	
12/31/2017					365	643,956.23	8,049,452.93	922,709.89	
12/31/2018					365	643,956.23	8,049,452.93	1,566,666.13	
12/31/2019					365	643,956.23	8,049,452.93	2,210,622.36	
2/25/2020					56	98,798.76	8,049,452.93	896,857.49	

balances should have been transferred to District #2 from #1 on 6/30/2016

McGeady Becher P.C.
Document Retention Policy

Types of Documents

In representing you we will or may take possession of, create, and/or keep various types of documents. These consist of documents you provide to us, documents which constitute the District's official public record, and internal documents we create to assist us in providing services to you.

Documents You Provide to Us

It is our policy to copy and return original documents you provide to us as soon as practicable. Exceptions to this policy are original documents which should be kept as part of the District's official public record, instances where we must have an original document to represent you, or cases where we have affirmatively agreed retain a document for safekeeping.

The District's Record

As a part our engagement, we will maintain the District's official public Record (the "**Record**"). The Record is a highly useful and detailed compilation of documents reflecting the official actions of the District and serves multiple functions. First, it collects those documents which the public is entitled to inspect and copy under various state and federal public records and freedom of information statutes. Second, it organizes the records of the District – such as its contracts, land and title records, and easements - in a manner which is useful in conducting the ongoing business of the District. Third, the Record helps expedite the District's annual audit process. Fourth, in the event you should change legal counsel or employ in-house counsel, the Record will enable that counsel to understand the status and assume representation of the District with maximum efficiency.

The Record includes the District's organizational documents, fully-executed agreements which are still in effect, rules, regulations, resolutions adopted by the District, official minutes books, meeting notices, agendas, insurance policies, District maps, election records, bond documents, audit documents, and many more. A comprehensive list of documents comprising the Record is available from us at any time upon request.

Creating and maintaining the Record is an important and complex task, and you agree to pay our actual costs and hourly fees associated with doing this.

Supplemental Documents

All other documents created in course of representing you are referred to as Supplemental Documents. These include our notes, drafts, memoranda, worksheets, electronic communications, and other electronic documents stored in various media or file servers.

Documents We Retain

Except as provided in this Document Retention Policy or an amendment thereto, we will keep the Record and any original documents accepted by us for safekeeping so long as we represent you.

Delivery of the Record

Once a matter is concluded or our has representation terminated, we deliver the original, printed Record, together with any original documents we have accepted for safekeeping, to you or the District's designee, provided our fees and costs have been paid in full. If you do not designate someone to receive these records, we will deliver them to a then-current officer or director of the District. If we are unable to deliver these documents because of your failure to designate a recipient, we may retain, destroy, or otherwise dispose of them in manner which assures their continued confidentiality within thirty (30) days following the conclusion of a matter or the termination of our representation.

We will also confidentially destroy the Record of any District in our possession if a final order of dissolution of the District is entered.

All other documents, including all Supplemental Documents, are routinely, periodically, confidentially, and permanently purged by us once they are no longer useful to us in providing services to you.