

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
THE CANYONS METROPOLITAN DISTRICT NO. 7 (THE "DISTRICT")
HELD
MARCH 10, 2021

A special meeting of the Board of Directors of the Canyons Metropolitan District No. 7 (referred to hereafter as the "Board") was convened on March 10, 2021, at 9:00 a.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board meeting was held via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Jeff Kappes, President
Skyler Hager, Vice-President/Secretary
Teresa Kershisnik, Treasurer
Michelle Miller, Assistant Secretary
Jessica McDonagh, Assistant Secretary

Also, In Attendance Were:

Denise Denslow and Shelby Clymer; CliftonLarsonAllen LLP, District Manager and Accountant;
Zachary P. White, Esq.; White Bear Ankele Tanaka & Waldron P.C., District General Counsel; and
Spencer Selva and Ryan McDermed; Shea Canyons, LLC, Construction Manager

ADMINISTRATIVE MATTERS

Call to Order/Declaration of Quorum: Director Kappes called the meeting to order at 9:04 a.m.

Director Conflict of Interest Disclosures: 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 members of the Board 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 Board members prior to this meeting in accordance with statute. It was noted by Attorney White 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.

Approval of Agenda: The Board reviewed the Agenda for the meeting. Following discussion, upon motion duly made by Director Kershisnik, seconded

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by Director Miller, and upon vote unanimously carried, the Board approved the Agenda, as presented.

Minutes of February 10, 2021 Special Meeting: The Board reviewed the Minutes of the January 13, 2021 Special Meeting. Following review and discussion, upon motion duly made by Director Miller, seconded by Director Kershnik, and upon vote unanimously carried, the Board approved the Minutes, as presented.

Public Comment: There was no public comment.

FINANCIAL MATTERS

Approval of Payables and Schedule of Cash Position: Ms. Clymer reviewed the Payables and Schedule of Cash Position with the Board. She noted that the Payables covered a two-month period. Following review and discussion, upon a motion duly made by Director Kershnik, seconded by Director McDonagh and upon a vote unanimously carried, the Board approved the Payables and Schedule of Cash Position.

Other: None.

LEGAL MATTERS

Other: Attorney White commented on the Whispering Pines litigation regarding the flying of pride flags. This has been settled out of court. He stated that he will review the District's regulations regarding flying of flags and will bring any proposed changes back to the Board at a future date.

MANAGER OPERATIONS MATTERS /

Managers' Report: Ms. Denslow briefed the Board on current design review committee applications and violations. Discussion followed regarding artificial turf in front yards. Attorney White will review the regulations and get back to the Board.

Other: None.

CONSTRUCTION MATTERS

Summary and Status of Construction Matters: Mr. McDermed briefly reviewed the items presented in the construction manager's report with the Board. He noted that there were two contracts awarded last month that now need to go to the next lowest bidder due to issues with the contractor's schedule and changes to the bid amount. These contract changes are addressed under Construction Agreements below.

Independent Contractor Agreements:

Consider Approval of Independent Contractor Agreement with A.G. Wassenaar, Inc. for Geotechnical Testing Services for Filing 1, 6th Amendment: Following discussion, upon motion duly made

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by Director Hager, seconded by Director Kappes, and upon vote unanimously carried, the Board approved the Independent Contractor Agreement with A.G. Wassenaar, Inc. for Geotechnical Testing Services for Filing 1, 6th Amendment.

Consider Approval of Independent Contractor Agreement with Atwell, LLC for Engineering Services for Filing 1, 6th Amendment: Following discussion, upon motion duly made by Director Hager, seconded by Director Kappes, and upon vote unanimously carried, the Board approved the Independent Contractor Agreement with Atwell, LLC for Engineering Services for Filing 1, 6th Amendment.

Consider Approval of Independent Contractor Agreement with Aztec Consultants, Inc. for Survey Services for Filing 1, 2nd Amendment and Filing 2B West: Following discussion, upon motion duly made by Director Hager, seconded by Director Kappes, and upon vote unanimously carried, the Board approved the Independent Contractor Agreement with Aztec Consultants, Inc. for Survey Services for Filing 1, 2nd Amendment and Filing 2B West.

Consider Approval of Independent Contractor Agreement with Aztec Consultants for Survey Services for Filing 1, 6th Amendment: Following discussion, upon motion duly made by Director Hager, seconded by Director Kappes, and upon vote unanimously carried, the Board approved the Independent Contractor Agreement with Aztec Consultants for Survey Services for Filing 1, 6th Amendment.

Change Orders:

Consider Approval of Change Order No. 1 to Canyons Ramble Park Construction Agreement with Brightview Landscape Development in the amount of -\$61,920.45: Following discussion, upon motion duly made by Director Kershisnik, seconded by Director Miller, and upon vote unanimously carried, the Board approved Change Order No. 1 to Canyons Ramble Park Construction Agreement with Brightview Landscape Development in the amount of -\$61,920.45.

Consider Approval of Change Order No. 2 to Canyons Filing 1, 3rd Amendment to the Construction Agreement with ESCO Construction in the total amount of -\$1,473.50: Following discussion, upon motion duly made by Director Kappes, seconded by

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Director McDonagh, and upon vote unanimously carried, the Board approved Change Order No. 2 to Canyons Filing 1, 3rd Amendment Construction Agreement with ESCO Construction in the total amount of -\$1,473.50.

Consider Approval of Change Order No. 8 to Canyons Filing 1, 2nd Amendment to the Construction Agreement with Fiore & Sons, Inc. in the total amount of \$20,922.80: Following discussion, upon motion duly made by Director Kershisnik, seconded by Director Miller, and upon vote unanimously carried, the Board approved Change Order No. 8 to Canyons Filing 1, 2nd Amendment Construction Agreement with Fiore & Sons, Inc. in the total amount of \$20,922.80.

Consider Approval of Change Order No. 1 to Canyons Filing 1, 3rd Amendment to the Construction Agreement with Schmidt Construction in the total amount of -\$26,019.13: Following discussion, upon motion duly made by Director McDonagh, seconded by Director Hagar, and upon vote unanimously carried, the Board approved Change Order No. 1 to Canyons Filing 1, 3rd Amendment Construction Agreement with Schmidt Construction in the total amount of -\$26,019.13.

Construction Agreements:

Review Bids and Construction Manager Recommendation Regarding Filing 1, 2nd Amendment (Seashell) & 2B West (Horseshoe):

Consider Award of Construction Agreement to Schmidt Construction Company, Approve Notice of Award, and Authorize Execution of Construction Agreement (Paving): Mr. McDermed informed the Board that the original low bidder, Aggregate Industries, declined the award of the District's contract. The second lowest bidder, Schmidt, was higher by \$16,743.50 and received positive references. Following discussion, upon motion duly made by Director Kershisnik, seconded by Director Miller, and upon vote unanimously carried, the Board awarded the Construction Agreement to Schmidt Construction Company, Approved the Notice of Award, and Authorized Execution of Construction Agreement for Paving.

Review Bids and Construction Manager Recommendation Regarding Filing 1, 6th Amendment:

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Consider Award of Construction Agreement to Fiore & Sons. Notice of Award and Authorize Execution of Construction Agreement (Concrete): Mr. McDermed reported that the original low bidder, Concrete Curb and Gutter, declined the award of the District's contract. The second lowest bidder, Fiore & Sons, was higher by \$46,763.73. Following discussion, upon motion duly made by Director Kershisnik, seconded by Director Miller, and upon vote unanimously carried, the Board awarded the Construction Agreement to Fiore & Sons, approved the Notice of Award and Authorized Execution of Construction Agreement for Concrete.


OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, the meeting was adjourned at 9:33 a.m.

Respectfully submitted,

DocuSigned by:

B E4C3DB555D964DE... _____
Secretary for the Meeting

Certificate Of Completion

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Status: Completed

Subject: Please DocuSign: I D - 3-10-2021 Minutes Canyons MD 7 - revisions from legal.pdf

Client Name: Canyons MD 7

Client Number: 011-043719-OS03-2021

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Kathy Suazo

AutoNav: Enabled

220 South 6th Street

Enveloped Stamping: Enabled

Suite 300

Time Zone: (UTC-06:00) Central Time (US & Canada)

Minneapolis, MN 55402

Kathy.Suazo@claconnect.com

IP Address: 67.137.57.251

Record Tracking

Status: Original

Holder: Kathy Suazo

Location: DocuSign

6/4/2021 10:15:54 AM


Kathy.Suazo@claconnect.com

Signer Events

Michele Miller

michele.miller@sheahomes.com

Security Level: Email, Account Authentication
(None)**Signature**

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