

## RECORD OF PROCEEDINGS

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MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
STERLING RANCH METROPOLITAN DISTRICT NO. 3  
(THE "DISTRICT")  
HELD  
JUNE 20, 2023

A regular meeting of the Board of Directors of the Sterling Ranch Metropolitan District No. 3 (referred to hereafter as the "**Board**") was convened on Tuesday, June 20, 2023, at 11:45 a.m. at 2138 Flying Horse Club Dr. Colorado Springs, CO 80921 and via teleconference. The meeting was open to the public.

### ATTENDANCE

#### Directors In Attendance Were:

Douglas Stimple, President  
Peggy Libbey, Treasurer  
Charles Collins, Assistant Secretary  
James Morley, Assistant Secretary

#### Directors Excused Were:

Loren Moreland, Secretary

#### Also, In Attendance Were:

Josh Miller, Korben Heim and Seef Le Roux; CliftonLarsonAllen, LLP ("CLA")  
Sean Allen, Esq.; White Bear Ankele Tanaka & Waldron  
Sarah Steph, Nate Lenz, and Jack Stimple; Classic Homes

### ADMINISTRATIVE MATTERS

**Call to Order and Agenda:** Director Stimple called the meeting to order at 12:35 p.m. Upon a motion duly made by Director Collins, seconded by Director Stimple and, upon vote, unanimously carried, the Board approved the agenda, as presented.

**Disclosures of Potential Conflicts of Interest:** The Directors present noted for the record that they have financial interests in entities active in developing property within the boundaries of the District, or are employed by such entities, and that such interests may be affected from time to time by actions of the Districts' Board of Directors. In accordance with state law, Attorney Allen reported the written disclosures describing such potential conflicts of interest were filed with the Secretary of State, and the Directors present verbally reaffirmed such disclosures on the record of this meeting. The Board determined that the participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

**Quorum, Location of Meeting and Meeting Notices:** A quorum was confirmed. It was noted that the meeting was noticed on the District website and posted as required. Following review and discussion, upon a motion duly

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made by Director Stimple, seconded by Director Collins and, upon vote, unanimously carried, the Board excused the absence of Director Moreland.

**Public Comment:** None.

**Minutes from the May 16, 2023 Regular Board Meeting:** Following review and discussion, upon a motion duly made by Director Stimple, seconded by Director Libbey and, upon vote, unanimously carried, the Board approved the minutes from the May 16, 2023 regular Board meeting, as presented.

### FINANCIAL MATTERS

**Previous and Current Claims:** Mr. Le Roux reviewed the previous and current claims with the Board. Following review, upon a motion duly made by Director Stimple, seconded by Director Libbey and, upon vote, unanimously carried, the Board ratified and approved the payment of claims in the amount of \$29,357.95.

**Cash Sheet:** Mr. Le Roux reviewed the Cash Sheet with the Board. Following review, upon a motion duly made by Director Stimple, seconded by Director Libbey and, upon vote, unanimously carried, the Board accepted the Cash Sheet, as presented.

### LEGAL MATTERS

**Award of Landscape Installation Proposal and Independent Contractor Agreement to All American Maintenance, Inc., for Community Tracts and Streetscape Landscaping Installation:** Mr. Miller informed the Board that publication of an invitation to bid for the landscape installation work was published. Attorney Allen reviewed the Award of Landscape Installation Proposal and noted that an Independent Contractor Agreement will be entered into between the District and All American Maintenance, Inc., for Community Tracts and Streetscape Landscaping Installation with the Board. Following review, upon a motion duly made by Director Stimple, seconded by Director Libbey and, upon vote, unanimously carried, the Board awarded the Landscape Installation Proposal to and to enter into an Independent Contractor Agreement with All American Maintenance, Inc., for Community Tracts and Streetscape Landscaping Installation.

**Proposals and Independent Contractor Agreements to All American Maintenance, Inc., for Landscape Maintenance and Snow Removal Services:** Attorney Allen reviewed the Proposals and Independent Contractor Agreements to All American Maintenance, Inc., for Landscape Maintenance and Snow Removal Services with the Board. Following review, upon a motion duly made by Director Stimple, seconded by Director Libbey and, upon vote, unanimously carried, the Board approved the Proposals and to enter into an Independent Contractor Agreements with All American Maintenance, Inc., for Landscape Maintenance and Snow Removal Services, as presented.

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**Resolution Concerning Authorization for Approval of Contracts and Payment of Claims:** Attorney Allen reviewed the Resolution Concerning Authorization for Approval of Contracts and Payment of Claims with the Board. Following review, upon a motion duly made by Director Stimple, seconded by Director Libbey and, upon vote, unanimously carried, the Board adopted the Resolution Concerning Authorization for Approval of Contracts and Payment of Claims, as presented.

**Advance and Reimbursement Agreement Between District and Elite Properties of America, Inc:** Attorney Allen reviewed the Advance and Reimbursement Agreement Between District and Elite Properties of America, Inc. with the Board. The Board discussed. Following review and discussion, upon a motion duly made by Director Stimple, seconded by Director Libbey and, upon vote, unanimously carried, the Board approved the Advance and Reimbursement Agreement Between District and Elite Properties of America, Inc., pending finalization.

**Advance and Reimbursement Agreement Between District and SR Land, LLC:** Attorney Allen reviewed the Advance and Reimbursement Agreement Between District and SR Land, LLC. with the Board. The Board discussed. Following review and discussion, upon a motion duly made by Director Stimple, seconded by Director Libbey and, upon vote, unanimously carried, the Board approved the Advance and Reimbursement Agreement Between District and SR Land, LLC., pending finalization.

**Advance and Reimbursement Agreement Between District and Classic SRJ, LLC:** Attorney Allen reviewed the Advance and Reimbursement Agreement Between District and Classic SRJ, LLC. with the Board. The Board discussed. Following review and discussion, upon a motion duly made by Director Stimple, seconded by Director Libbey and, upon vote, unanimously carried, the Board approved the Advance and Reimbursement Agreement Between District and Classic SRJ, LLC., pending finalization.

**Termination of 2015 SR Land, LLC Funding and Reimbursement Agreement and 2022 Classic SRJ, LLC Funding and Reimbursement Agreement (D1, D2 and D3):** Attorney Allen reviewed the Termination of 2015 SR Land, LLC Funding and Reimbursement Agreement and 2022 Classic SRJ, LLC Funding and Reimbursement Agreement (D1, D2 and D3) with the Board. Following review, upon a motion duly made by Director Stimple, seconded by Director Libbey and, upon vote, unanimously carried, the Board approved the Termination of 2015 SR Land, LLC Funding and Reimbursement Agreement and 2022 Classic SRJ, LLC Funding and Reimbursement Agreement (D1, D2 and D3), as presented.

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**Service Applications:** Director Libbey reviewed the Mountain View Electric Association Service Applications and Accounts with the Board. Following review, upon a motion duly made by Director Stimple, seconded by Director Morley and, upon vote, unanimously carried, the Board acknowledged the Service Applications, as presented.

MANAGER  
MATTERS

None.


OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, Director Stimple adjourned the meeting at 12:54 p.m.

Respectfully submitted,

By  DocuSigned by:  
1A147143F6A74E1...  
Secretary for the Board

**Certificate Of Completion**

Envelope Id: B2B36415037B4FCBB9A67FAB34F2E964	Status: Completed
Subject: Complete with DocuSign: Minutes 6-20-2023 (SRanchMD3) Final.pdf	
Client Name: Sterling Ranch Metro District No. 3	
Client Number: A109691	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Marlena Brzeska-Cloyd
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Marlena.Brzeska-Cloyd@claconnect.com
	IP Address: 73.3.149.126

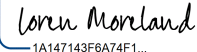
**Record Tracking**

Status: Original	Holder: Marlena Brzeska-Cloyd	Location: DocuSign
12/15/2023 6:59:10 PM	Marlena.Brzeska-Cloyd@claconnect.com	

**Signer Events**

Loren Moreland  
 lorenm@classichomes.com  
 Member  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 1A147143F6A74F1...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 67.174.127.104  
 Signed using mobile

**Timestamp**

Sent: 12/15/2023 7:02:44 PM  
 Viewed: 12/15/2023 8:56:01 PM  
 Signed: 12/15/2023 8:56:28 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 12/15/2023 8:56:01 PM  
 ID: 02015153-83cf-406f-86e8-14bc9a6a0686

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**

Kathy Suazo  
 kathy.suazo@claconnect.com  
 CLA  
 Security Level: Email, Account Authentication (None)

**Status**

**COPIED**

**Timestamp**

Sent: 12/15/2023 7:02:44 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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

**COPIED**

Sent: 12/15/2023 7:02:44 PM  
 Viewed: 12/27/2023 11:24:27 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/5/2023 9:27:44 AM  
 ID: 2eeab7cf-9041-488d-bed0-8baedf289723

Witness Events	Signature	Timestamp
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	12/15/2023 7:02:44 PM
Certified Delivered	Security Checked	12/15/2023 8:56:01 PM
Signing Complete	Security Checked	12/15/2023 8:56:28 PM
Completed	Security Checked	12/15/2023 8:56:28 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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