

CIMARRON METROPOLITAN DISTRICT
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Phone: 303-779-5710

www.candelascommunity.com

NOTICE OF SPECIAL MEETING AND AGENDA

DATE: Monday, July 31, 2023
TIME: 11:30 a.m.
LOCATION: via Microsoft Teams

You can attend the meeting in any of the following ways:

URL:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTliYmRiNmMtYTM4ZC00M2E5LWJiYzctN2RhODVjMzkyY2E4%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e93cd08-3bae-48d3-b32e-d8f57cd88c24%22%7d

Dial in:

1-720-547-5281 United States, Denver
Phone Conference ID: **650 613 72#**

Board of Directors

Office

Term Expires

Brian Mulvany	President	May, 2025
Patrick Vaughn	Secretary	May, 2027
Brian Daly	Treasurer	May, 2025
Vacant	N/A	May, 2027
Vacant	N/A	May, 2027

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notices.

II. PUBLIC COMMENT – Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

III. CONSENT AGENDA

- A. Review and consider approval of the Minutes of the June 20, 2023 Regular Meeting (enclosed).

IV. FINANCIAL MATTERS

- A. Discuss status of 2022 Audit. Review and consider approval of Application for Extension of Time to file the 2022 Audit (enclosed).

V. LEGAL MATTERS

- A. Review and consider approval of engagement letter between the District and Cockrel Ela Glesne Greher & Ruhland, P.C. for general legal services (enclosed).

VI. CAPITAL IMPROVEMENTS**VII. OTHER BUSINESS****VIII. ADJOURNMENT**

The next regular meeting is scheduled for Tuesday, October 17, 2023 at 3:30 p.m.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
CIMARRON METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
JUNE 20, 2023

A regular meeting of the Board of Directors (referred to hereafter as “Board”) of the Cimarron Metropolitan District (referred to hereafter as the “District”) was convened on Tuesday, June 20, 2023, at 3:30 p.m. at Candelas Parkview Swim & Fitness Club, 19845 W. 94th Avenue, Arvada, Colorado 80007. This District Board meeting was also held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Brian Mulvany
Patrick Vaughn
Brian Daly

Also In Attendance Were:

Lisa Johnson, Alex Clem, and Alonso Duran Rodriguez; CliftonLarsonAllen LLP (“CLA”)
Megan Becher, Esq.; McGeady Becher P.C.
Craig Conway, Peter Schulte and Paul Hoisington; Vauxmont Metropolitan District Board of Directors
Matthew Ward; Environmental Designs, Inc. (“EDI”)
Tracey Conway, Karla and Toni Linenberger, Karen O’Malley, Brian Hudson, Page Bolin, Michelle Fenner, RaChelle Fifer, Jamie Kubick, Gary Field, Joe Lanzetta, Pam and Bill Hack, Rudy Resendez, Peter Dyer, Dave Blake and other members of the public

ADMINISTRATIVE MATTERS

Call to order and approval of agenda: The meeting was called to order at 3:30 p.m. There was distributed, for the Board’s review and approval, a proposed agenda for the District’s regular meeting. Following review, upon a motion duly made by Director Daly, seconded by Director Vaughn and upon vote unanimously carried, the Board approved the agenda, as presented.

Disclosures of potential conflicts 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. Attorney Becher requested members of the Board 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, noting that conflict disclosure statements for all of the

RECORD OF PROCEEDINGS

Directors have been filed, and that no additional conflicts were disclosed at the meeting.

Quorum, location of meeting, and posting of meeting notices: It was noted that a quorum was present. 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 that the meeting would be held in a hybrid manner, with participants attending both in person at the meeting location and by video/telephonic means. It was noted that the notice of the location and manner of the meeting was duly posted, and that no objections to the location and manner of the meeting or any requests that the location and manner of the meeting be changed by taxpaying electors within the District boundaries have been received.

PUBLIC COMMENT

The Board deferred public comment to the end of the meeting in order for such public comment to be held concurrently with the Vauxmont Metropolitan District board meeting.

CONSENT AGENDA

Approve Minutes of the June 1, 2023 Special Meeting

Following review, upon a motion duly made by Director Vaughn, seconded by Director Mulvany and upon vote unanimously carried, the Board approved the consent agenda item, as presented.

FINANCIAL MATTERS

Unaudited financial statements for the period ending April 30, 2023: Mr. Rodriguez reviewed the financial statements with the Board. Following review, upon a motion duly made by Director Daly, seconded by Director Mulvany and upon vote unanimously carried, the Board accepted the unaudited financial statements for the period ending April 30, 2023, as presented.

Payment of claims in the amount of \$110,438.47 through the period ending June 14, 2023: Mr. Rodriguez reviewed the claims with the Board. Following review, upon a motion duly made by Director Daly, seconded by Director Mulvany and upon vote unanimously carried, the Board ratified approval of the payment of claims in the amount of \$110,438.47 through the period ending June 14, 2023, as presented.

Payment of capital claims in the amount of \$152,794.44: Mr. Rodriguez reviewed the capital claims with the Board. Following review, upon a motion duly made by Director Daly, seconded by Director Mulvany and upon vote unanimously carried, the Board ratified approval of the payment of capital claims in the amount of \$152,794.44, as presented.

LEGAL MATTERS

Transition from Cimarron Metropolitan District to Vauxmont Metropolitan District under Master Intergovernmental Agreement: There

RECORD OF PROCEEDINGS

was no update.

Status of repairs to Block 28 Tract A6 and authorize necessary action in conjunction therewith. Adjourn to Executive Session, if necessary, to receive legal advice on specific legal questions: Director Daly provided an update to the Board regarding the status of repairs to Block 28 Tract A6, noting that the District continues to monitor the slope and work with the consulting team on a permanent solution.

Matters relative to ongoing litigation regarding Block 24, Tract A6 and authorize necessary actions in conjunction therewith. Adjourn to Executive Session, if necessary, to receive legal advice on specific legal questions: This item was previously discussed.

Change Order No. 1 to Service Agreement for Tract A6 Slope Stability Support Services between the District and Martin/Martin, Inc. in the amount of \$30,000.00: Director Daly reviewed the change order with the Board. Following review, upon a motion duly made by Director Mulvany, seconded by Director Daly and upon vote unanimously carried, the Board ratified approval of Change Order No. 1 to Service Agreement for Tract A6 Slope Stability Support Services between the District and Martin/Martin, Inc. in the amount of \$30,000.00, as presented.

Service Agreement for Engineering Services between the District and Ground Engineering Consultants, Inc.: Director Daly reviewed the agreement with the Board. Following review, upon a motion duly made by Director Mulvany, seconded by Director Daly and upon vote unanimously carried, the Board approved the Service Agreement for Engineering Services between the District and Ground Engineering Consultants, Inc. (in an amount not to exceed \$20,000.00), as presented.

Task Order No. 18 to the Service Agreement for Survey Services between the District and Aztec Consultants, Inc., for Candelas Slope Failure Repairs, in the amount of \$10,000.00: Director Daly reviewed the task order with the Board. Following review, upon a motion duly made by Director Mulvany, seconded by Director Daly and upon vote unanimously carried, the Board ratified approval of Task Order No. 18 to the Service Agreement for Survey Services between the District and Aztec Consultants, Inc., for Candelas Slope Failure Repairs, in the amount of \$10,000.00, as presented.

CAPITAL IMPROVEMENTS

Status of infrastructure installation for Candelas Project: Director Daly reviewed the report regarding the status of Capital Projects with the Board.

Contracts, work orders and change orders:

RECORD OF PROCEEDINGS

Task Order No. 24 between the District and CTL Thompson for Geotechnical for Filing 1 Retaining Wall/Slope Failure Testing, Observation and Coordination, in the amount of \$60,000.00:

Director Daly reviewed the task order with the Board. Following review, upon a motion duly made by Director Mulvany, seconded by Director Daly and upon vote unanimously carried, the Board approved Task Order No. 24 between the District and CTL Thompson for Geotechnical for Filing 1 Retaining Wall/Slope Failure Testing, Observation and Coordination, in the amount of \$60,000.00, as presented.

Task Order No. 10 between the District and IDES, LLC for Filing 1 Kiosk Relocation and Slope Failure Repairs, in the amount of \$45,000.00:

Director Daly reviewed the task order with the Board. Following review, upon a motion duly made by Director Mulvany, seconded by Director Daly and upon vote unanimously carried, the Board approved Task Order No. 10 between the District and IDES, LLC for Filing 1 Kiosk Relocation and Slope Failure Repairs, in the amount of \$45,000.00, as presented.

Costs for construction of, and services related to, District improvements under the Verification of District Expenditures Report prepared by Independent District Engineering Services, LLC (“IDES”) for reimbursement to Arvada Residential Partners, LLC (“ARP”), and consider release and/or transfer of non-District improvements to ARP pursuant to the Facilities Funding and Acquisition Agreement between the District and ARP, based upon the recommendation of IDES: The Board reviewed IDES’ report entitled “Verification of District Expenditures for June 2023,” which summarizes IDES’ review and verification of the expenditures of the District for June 2023 (“Verification Report”). The Verification Report identified \$119,466.09 of District Eligible Expenses and \$-0- of Non-Eligible Expenses.

Director Vaughn noted that all expenditures associated with the slope failure are being advanced by Arvada Residential Partners, LLC (“ARP”), subject to a reimbursement agreement between the District and ARP.

Following review, upon a motion duly made by Director Daly, seconded by Director Mulvany and upon vote unanimously carried, the Board determined to accept the District Eligible Expenses in the amount of \$119,466.09.

PUBLIC COMMENT

The Board received comments from Rudy Resendez, Gary Field, Karen O’Malley, Bill Hack, Joe Lanzetta, Peter Dyer, Page Bolin and Michelle Fenner, members of the public.

OTHER BUSINESS

There was no other business.

RECORD OF PROCEEDINGS

ADJOURNMENT

Upon a motion duly made by Director Daly, seconded by Director Mulvany and upon vote unanimously carried, the Board adjourned the meeting at 4:47 p.m.

Respectfully submitted,

Secretary for the Meeting



OFFICE OF THE STATE AUDITOR • LOCAL GOVERNMENT AUDIT DIVISION
KERRI L. HUNTER, CPA, CFE • STATE AUDITOR

Request for Extension of Time to File Audit for Year End *December 31, 2022* ONLY

Requests may be submitted via internet portal: <https://apps.leg.co.gov/osa/lg>.

Government Name:	Cimarron Metropolitan District
Name of Contact:	Alonso Duran
Address:	8390 East Crescent Parkway, Suite 300
City/Zip Code	80111
Phone Number:	303-779-5710
E-mail	alonso.duranrodriguez@claconnect.com
Fiscal Year Ending (mm/dd/yyyy):	12/31/2022
Amount of Time Requested (in days): (Not to exceed 60 calendar days)	60 days Audit Due: September 30, 2023

Comments (optional):

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

Must be signed by a member of the governing board.

Signature	DocuSigned by: <i>Brian Mulvany</i> 32F31DD5C0E54A8...
Printed Name:	Brian Mulvany
Title:	President - Cimarron Metro District
Date:	7/24/2023

Certificate Of Completion

Envelope Id: 52135F08F88F4274813BA2575EC08673	Status: Completed
Subject: Complete with DocuSign: Cimarron MD - Audit Extension - 2022.pdf	
Client Name: Cimarron MD	
Client Number: A128611	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Alonso DuranRodriguez
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Alonso.DuranRodriguez@claconnect.com
	IP Address: 65.59.88.254

Record Tracking

Status: Original	Holder: Alonso DuranRodriguez	Location: DocuSign
7/24/2023 12:06:05 PM	Alonso.DuranRodriguez@claconnect.com	

Signer Events

Brian Mulvany
 bmulvany@sugf.com
 President - Cimarron Metro District
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 32F31DD5C0E54A8...
 Signature Adoption: Pre-selected Style
 Using IP Address: 67.190.167.54

Timestamp

Sent: 7/24/2023 12:12:34 PM
 Viewed: 7/24/2023 12:22:18 PM
 Signed: 7/24/2023 12:22:50 PM

Electronic Record and Signature Disclosure:

Accepted: 7/24/2023 12:22:18 PM
 ID: 456c641f-ddeb-427e-b58c-27ef4f3de6d5

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
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/24/2023 12:12:34 PM
Certified Delivered	Security Checked	7/24/2023 12:22:18 PM
Signing Complete	Security Checked	7/24/2023 12:22:50 PM
Completed	Security Checked	7/24/2023 12:22:50 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.


Shareholders

Paul R. Cockrel
 Evan D. Ela
 Linda M. Glesne
 David A. Greher
 Matthew P. Ruhland

Associates

Joseph W. Norris
 Harley G. Gifford
 Madison D. Phillips

Paralegals

Micki Mills
 Sarah Luetjen

July 25, 2023

ATTORNEY-CLIENT PRIVILEGED

VIA E-MAIL

Cimarron Metropolitan District
 c/o CliftonLarsonAllen LLP
 8390 E. Crescent Pkwy, Ste. 300
 Greenwood Village, Colorado 80111
 Attention: Lisa Johnson

Re: Engagement Letter

Dear Board Members:

We understand that Cimarron Metropolitan District (the “**Client**”) desires to engage Cockrel Ela Glesne Greher & Ruhland, P.C. (the “**Firm**”), as the Client’s general legal counsel. This letter is intended to outline the terms governing our representation of the Client.

1. Scope of Services.

The Firm will advise the Client on all metropolitan district-related matters referred to the Firm by the Client. We will take our direction from the Board of Directors (the “**Board**”) and the President and/or Secretary of the Board, or such other person as is designated by the Board to be its representative and spokesperson for purposes of communication with the Firm. Except as discussed below, we do not represent (i) any person or entity (except the Client itself); (ii) individual members of the Board; (iii) employees or agents of the Client; or (iv) any landowner, developer or other person within the Client (collectively, the “**Other Persons**”), and all services are provided only for the benefit of the Client and not for the Other Persons. The Firm owes professional responsibilities only to the Client itself. In all matters involving the Client, such Other Persons should retain their own legal counsel. Further, although we take our direction from the Board, we ultimately represent the interests of the Client and not the Board or any Other Persons.

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July 25, 2023

Page 2

2. Potential Conflicts of Interest.

The Firm may represent other parties whose boundaries may overlap or be adjacent to those of the Client, or which may operate in the same region as the Client. As a general matter, we do not believe that such representations will materially limit or adversely affect our ability to represent the Client even though such representations may be characterized as adverse under the Colorado Rules of Professional Conduct. During our representation, we will not represent any other party in any matter in which the Client is adverse.

3. Designation of Attorney and Assistants.

I, Matthew Ruhland, a Shareholder in the Firm, am designated as the attorney primarily responsible for the legal services rendered to the Client. Other qualified attorneys and paralegals may also perform services for the Client under my supervision in order to most effectively provide a particular service or to minimize costs.

4. Compensation.

The Firm shall provide to the Client a monthly billing statement detailing the services rendered and the amount of time spent in performance thereof. The Client shall pay for the total time of all attorneys, paralegals and clerks at the current rates in effect for the services rendered.

Clerical services are not routinely billed to the Client, but out-of-the-ordinary use of a clerical person's time may be billed in the Firm's reasonable discretion. Paralegals and law clerks are utilized when their skills are commensurate with a particular project, so as to minimize the costs billed to the Client. I supervise the work product of associates, paralegals and law clerks.

The Firm's current billing rates are set forth on the Fee Schedule attached hereto, which are subject to aggregate annual adjustment of not more than 10% collectively without prior written notification to the Client.

The Firm shall not be obligated to perform any services if payment is not made within 60 days after invoicing. If payment for any services or expenses on the project remain unpaid for more than 30 days, unpaid amounts will be charged interest at the rate of 1.5% per month, compounded monthly (19.6% APR). The Client shall be responsible for any costs of collection incurred by the Firm, including reasonable attorneys' fees.

5. Expenses.

Expenses for which the Firm will or will not receive reimbursement are as follows, along with the rates for such reimbursement:



(a) Mileage.

No charge, unless lengthy travel distance.

(b) Out-of-Town Travel.

Expenses at cost without mark-up. Travel time by attorneys and staff will be billed at current billing rates. Trips will be coordinated with other clients, to the extent possible, to minimize travel costs.

(c) Long-Distance Telephone Service.

No charge, unless unusual circumstances exist – such as lengthy time, multiple parties and/or teleconferencing and video conferencing.

(d) Computer Expenses.

No charge, except for computer research, Lexis/Nexis or other special costs; billed at actual cost without mark-up.

(e) Photocopies.

No charge for in-house copying, unless large volume of copying. Outside copying and printing billed at actual cost without mark-up.

(f) Postage.

No charge for usual first class mailings, such as mailings to the Client, courts, counsel of record and other consultants. Mass mailings, such as election notices, and overnight and special delivery mailings billed at actual cost without mark-up.

(g) Facsimile.

No charge.

(h) Couriers.

Courier service will be used on an as-needed basis with actual costs billed without mark-up.

(i) Other Reimbursables.

Other reimbursables include our payment of filing fees, costs for service of process and related expenses, expert witness fees (only as pre-authorized by the



July 25, 2023

Page 4

Client), court reporter fees for transcript of testimony, court reporter appearance fees, county clerk and recorder's fees for recording of documents, title company's fees for reports of title, publication fees, election materials and other necessary expenses related to the scope of services. All such reimbursables will be billed to the Client at cost without mark-up.

(j) Other Expenses.

Certain services and expenses not otherwise documented herein (e.g. private investigator, special counsel, etc.) may be incurred under certain circumstances. To the extent that such services are required, the Firm will first obtain authorization from the Client before incurring such costs. As such expenses are incurred, they will be billed to the Client at cost without mark-up.

It is understood that the Client is not responsible for any general secretarial support or general office expenses of the Firm.

6. Communications between Firm and Client.

Written and oral communication between the Firm and the Client on the Client's matters shall be made using all current forms of technology, including mail, express courier, courier, fax, email, land-based telephone, cellular telephone, video conferencing and other electronic means of communication as such technology becomes available. The security of such means of communication, particularly electronic means such as fax, e-mail, video conferencing and cellular telephone cannot be guaranteed, and therefore a risk exists that privileges such as the attorney-client privilege may be waived if a communication is inadvertently received by persons other than the Client. If the Client desires to avoid the risk of inadvertent disclosure by any particular means of such communication, the Client must contact the responsible attorney at the Firm and instruct such person as to any unacceptable means of communication for Client matters.

7. Disclaimer of Warranties.

There can be no warranties as to the success of any matter undertaken by the Firm in the representation of the Client. All expressions made by the Firm relative thereto are solely matters of the Firm's opinion.

8. Power of Attorney to Execute Documents.

The Client grants to the Firm the power, but not the obligation, to execute documents connected with the representation of the Client, which have been generally approved by the Client, including pleadings, applications, protests, filings, contracts, commercial papers,



July 25, 2023

Page 5

settlement agreements and releases, verifications, dismissals, orders, and all other documents associated with the services provided hereunder.

9. Document Retention/Destruction.

The Client is advised that the files created and compiled by the Firm for work on Client matters, including notes, correspondence, pleadings, research and any other documents prepared by the Firm, will not be retained indefinitely. Upon the Client's request, we will return Client files to the Client or its designee once a matter is concluded, so long as the Client has paid all fees and costs owed to the Firm and reasonably necessary to transfer such files. We may retain copies of all or any portion of the Client's file duplicated at our expense. If the Client does not request their files, we will keep the files and information therein for a minimum of thirty days after the conclusion or termination of representation, after which we may retain, destroy or otherwise dispose of them as we deem appropriate. The Firm generally keeps Client records electronically. As a general matter, once documents are part of our electronic records, we will destroy all paper documents provided to us, unless the Client provides express written instructions otherwise. Notwithstanding the foregoing, we will not destroy (i) original documents entrusted to us for continued representation as part of our services and (ii) any documents that the Client is obligated by law to retain.

10. Entire Agreement.

The terms herein represent the entire agreement of the parties concerning the representation of the Client by the Firm. The agreement represented by this Engagement Letter may not be amended or modified except in writing and signed by both parties hereto.

11. Term.

The agreement represented by this Engagement Letter shall remain in effect until terminated by written notice of either party.

**Cockrel Ela Glesne Greher & Ruhland,
P.C.**

A handwritten signature in blue ink, appearing to read 'Matthew P. Ruhland', written over a horizontal line.

By: Matthew P. Ruhland, Shareholder

Cimarron Metropolitan District

By: Brian Mulvany, President



BILLING RATES
EFFECTIVE 1/2023

2023 RATES

Biller	Range
Shareholder	\$410-\$515
Associate	\$265-\$325
Paralegal	\$145-\$260