### EAST CREEK METROPOLITAN DISTRICT NO. 1

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

https://eastcreekmd1.colorado.gov

### NOTICE OF A SPECIAL MEETING AND AGENDA

	1101102 01 11	DI DOMESTICO IN TO THE	<u> </u>			
Board of Dir Greg Wright Martin Corle Cameron Ne VACANT VACANT	y	Office: President Treasurer Assistant Secretary	Term/Expiration: 2025/May 2025 2025/May 2025 2027/May 2027 2025/May 2025 2027/May 2025			
Peggy Ripko		Secretary				
DATE:	July 27, 2023					
TIME:	5:00 P.M.					
PLACE:	VIA ZOOM If you pripko@sdmsi.com.	experience technical difficulti	es, email Peggy Ripko at			
Join Zoom Meeting: <a href="https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUIZZc1VMWTJFZjFHdz09">https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUIZZc1VMWTJFZjFHdz09</a> Meeting ID: 862 6755 0643  Passcode: 987572  Call In Number: 1-719-359-4580						
I. ADM	INISTRATIVE MATT	ERS				
A.	Confirm Quorum and	Present Conflict Disclosures.				
B.	B. Approve Agenda, confirm location of the meeting, and posting of meeting notice					
C.	C. Review and approve Minutes of the June 26, 2023 special meeting. (enclosure).					
	nents limited to three m	ms Not on the Agenda. As a ninutes per person. Please state	and spell your name before			

speaking and wait for confirmation before proceeding in order to facilitate notes).

A.

### III. FINANCIAL MATTERS

A. Review and ratify the approval of the payment of claims as follows (enclosures):

	Period Ending
Fund	June 30, 2023
General	\$ 37,822.85
Debt Service	\$ -0-
Capital Projects	\$ -0-
<b>Total Claims</b>	\$ 37,822.85

B. Review and accept unaudited financial statements for the period ending June 30, 2023 and the cash position statement for the period ending June 30, 2023 (enclosure). Discuss cash flow and deficit.

### IV. LEGAL MATTERS

- A. Discuss cost-saving measures and potential change in General Counsel Services. Review proposal from Erb Law, LLC for legal services (enclosure).
- B. Discuss potential Consolidation of East Creek Metropolitan District Nos. 1 and 2, consider adoption of Resolution Initiating Consolidation with East Creek Metropolitan District No. 2 and authorize necessary actions associated therewith (enclosure).

### V. OPERATIONS AND MAINTENENACE / COVENANT ENFORCEMENT

- A. Review and consider approval of Proposal from Consolidated Divisions, Inc. D/B/A Nature's Workforce ("CDI") regarding Forebay Cleaning and review site photos and authorize execution of Change Order No. 1 to Service Agreement for Landscape Maintenance Services with CDI (enclosures).
- B. Review and consider approval of Proposal from Consolidated Divisions, Inc. d/b/a CDI for 2023/2024 Snow Removal Services (enclosure).

July 27 Page 3	7, 2023 Agenda
VI.	OTHER BUSINESS
	A

OCTOBER 23, 2023.

THE NEXT REGULAR MEETING IS SCHEDULED FOR

East Creek Metropolitan District No. 1

ADJOURNMENT

VII.

### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE EAST CREEK METROPOLITAN DISTRICT NO. 1 HELD JUNE 26, 2023

A regular meeting of the Board of Directors of the East Creek Metropolitan District No. 1 (the "**District**") was convened on Monday, June 26, 2023 at 5:00 p.m. This District Board Meeting was held via Zoom video/telephone conference. The meeting was open to the public via Zoom.

### **Directors In Attendance Were:**

Greg Wright Martin Corley Cameron Nelson

### **Also In Attendance Were:**

Peggy Ripko; Special District Management Services, Inc.

Paula Williams, Esq. and Tim O'Conner, Esq.; McGeady Becher P.C.

Dawn Schilling; Schilling & Company, Inc. (for a portion of the meeting)

Mary Warren, Resident

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

The Board noted a quorum was present and 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. No disclosures were made, and it was noted that all Directors are residents of the District.

### ADMINISTRATIVE MATTERS

**<u>Agenda</u>**: The Board reviewed the proposed Agenda for the District's regular meeting.

Following discussion, upon motion duly made by Director Nelson, seconded by Director Wright and, upon vote, unanimously carried, the Board approved the Agenda, as presented.

Approval of Meeting 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, the Board noted this meeting was held by Zoom. The Board further noted that notice of this meeting and the conference/video access was duly posted and it had not received any objections to the format of the meeting or any requests that the meeting format be changed by taxpaying electors within the District's boundaries.

<u>Designation of 24-hour Posting Location</u>: Following discussion, upon motion duly made by Director Nelson, seconded by Director Wright and, upon vote, unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted on the District's website, or if the website is unavailable for posting, notices shall be posted within the boundaries of the District on the corner of South Airport Boulevard and East Alameda Drive, at least 24 hours prior to each meeting.

Minutes: The Board reviewed the minutes of the April 11, 2023 special meeting.

Following discussion, upon motion duly made by Director Nelson, seconded by Director Wright and, upon vote, unanimously carried, the Board approved the minutes of the April 11, 2023 special meeting.

Results of May 2, 2023 Regular Election: Ms. Ripko discussed with the Board the results of the May 2, 2023 Regular Election for Directors ("Election"). It was noted that the Election was cancelled, as permitted by statute, as there were not more candidates that seats available, and that Director Nelson was elected for a four-year term ending in 2027.

**Appointment of Officers**: The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Nelson, seconded by Director Wright and, upon vote, unanimously carried, the following slate of officers was appointed:

Greg Wright
Martin Corley
Peggy Ripko
Cameron Nelson

### PUBLIC COMMENT None.

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### FINANCIAL MATTERS

**Payment of Claims**: The Board reviewed the payment of claims as follows:

	Period Ending			Period Ending			
Fund	A	pril 30, 2023	May 31, 2023				
General	\$	12,320.54	\$	16,888.18			
Debt Service	\$	-0-	\$	-0-			
Capital Projects	\$	-0-	\$	-0-			
<b>Total Claims</b>	\$	12,320.54	\$	16,888.18			

Following discussion, upon motion duly made by Director Wright, seconded by Director Corley and, upon vote, unanimously carried, the Board ratified approval of the payment of claims, as presented.

<u>Schedule of Cash Position</u>: Ms. Ripko presented to the Board the schedule of cash position dated March 31, 2023.

Following review and discussion, upon motion duly made by Director Wright, seconded by Director Corley and, upon vote unanimously carried, the Board accepted the unaudited financial statements and schedule of cash position dated March 31, 2023.

**<u>2022 Budget Amendment Hearing</u>**: Director Wright opened the public hearing to consider an amendment to the 2022 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider amendment of the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No written objections were received prior to the public hearing, and the public hearing was closed.

Following review, upon motion duly made by Director Wright, seconded by Director Nelson and, upon vote unanimously carried, the Board adopted Resolution to Further Amend 2022 Budget.

**2022 Audit**: Ms. Schilling reviewed with the Board the 2022 Audit.

Following review, upon motion duly made by Director Wright, seconded by Director Corley and, upon vote unanimously carried, the Board approved the 2022 Audit and authorized the execution of the Representations Letter, subject a 2022 Budget Amendment and final legal review.

### LEGAL MATTERS

Consolidation of East Creek Metropolitan District Nos. 1 and 2: The Board discussed the Consolidation of East Creek Metropolitan District Nos. 1 and 2 and considered adoption of Resolution Initiating Consolidation with East Creek Metropolitan District No. 2.

Following review, upon motion duly made by Director Wright, seconded by Director Corley and, upon vote with Director Wright voting yes and Directors Nelson and Corley voting no, the motion did not pass and the Resolution Initiating the Consolidation of East Creek Metropolitan District Nos. 1 and 2 was not approved.

Senate Bill 23-108: Attorney Williams discussed Senate Bill 23-108: Allowing Temporary Reductions in Property Taxes Due and potential impact on 2024 Budget process and strategy.

**Legislative Changes:** Attorney Williams discussed legislative changes that may impact the District and noted the new requirement of an Annual Meeting for metropolitan districts that have residential units. Attorney Williams confirmed that the District will need to hold an Annual Meeting in 2023, as required by the new legislation.

**OPERATIONS** AND **Parking Enforcement**: Discussion deferred.

**MAINTENANCE** 

Covenant Enforcement/Community Manager Report: Discussion deferred.

**Proposal from CDI:** Discussion deferred.

**OTHER BUSINESS** 

The Board discussed calling a special meeting to discuss additional matters.

ADJOURNMENT

Upon motion duly made by Director Wright, seconded by Director Corley and, upon vote unanimously carried, the meeting was adjourned.

Respe	ectfully submitted,
By _	
	Secretary for the Meeting

### East Creek Metropolitan District No.1

June-23

Vendor	Invoice #	Date	Due Date	Am	ount in USD	Expense Account	Account Number
Altitude Community Law	1834 5-2023	5/24/2023	5/24/2023	\$	463.00	Legal	1675
Animal & Pest Control Specialist, Inc	90362	5/19/2023	5/19/2023	\$	135.00	Miscellaneous	1685
Animal & Pest Control Specialist, Inc	91118	4/10/2023	4/10/2023	\$	6,250.00	Miscellaneous	1685
Aurora Media Group	105839	6/7/2023	6/7/2023	\$	118.50	Miscellaneous	1685
Aurora Water	A124168May2023	5/18/2023	6/12/2023	\$	126.43	Utilites	1750
Aurora Water	A124167May2023	5/18/2023	6/7/2023	\$	724.43	Utilites	1750
Aurora Water	A124166May2023	5/18/2023	5/18/2023	\$	2,298.83	Utilites	1750
CDI Consolidated Division, Inc.	2009249	5/6/2023	5/6/2023	\$	160.00	Landscaping	1730
CDI Consolidated Division, Inc.	2009098	4/27/2023	4/27/2023	\$	3,661.51	Landscaping	1730
CDI Consolidated Division, Inc.	2009422	5/31/2023	6/15/2023	\$	3,661.51	Landscaping	1730
CDI Consolidated Division, Inc.	2009097	3/31/2023	4/15/2023	\$	10,984.52	Landscaping	1730
CDI Consolidated Division, Inc.	2008606	2/28/2023	3/15/2023	\$	160.00	Landscaping	1730
Diversified Underground, Inc.	27731	5/31/2023	6/30/2023	\$	195.00	Miscellaneous	1685
Pet Scoop	477448	5/31/2023	6/15/2023	\$	447.75	Covenant Control/Comm Mgmt	1710
Special Dist Management Srvs	May-23	5/31/2023	5/31/2023	\$	256.00	Election	1635
Special Dist Management Srvs	May-23	5/31/2023	5/31/2023	\$	159.99	Miscellaneous	1685
Special Dist Management Srvs	May-23	5/31/2023	5/31/2023	\$	3,013.20	Covenant Control/Comm Mgmt	1710
Special Dist Management Srvs	May-23	5/31/2023	5/31/2023	\$	896.00	Management	1680
Special Dist Management Srvs	May-23	5/31/2023	5/31/2023	\$	1,333.40	Accounting	1612
Special Dist Management Srvs	May-23	5/31/2023	5/31/2023	\$	387.60	Billing & Collection	1721
Utility Notification Center of Colorado	223050512	5/31/2023	5/31/2023	\$	15.48	Miscellaneous	1685
Waste Management of Denver	8203496-2514-6	6/1/2023	7/1/2023	\$	2,337.57	Trash and Recycling	1736
Xcel Energy	829005088	5/18/2023	6/8/2023	\$	13.88	Utilites	1750
Xpress Bill Pay	74718	5/31/2023	6/5/2023	\$	23.25	Billing & Collection	1721

\$ 37,822.85

### East Creek Metropolitan District No.1 June-23

	General		Debt	Capital	Capital	
Disbursements	\$	37,822.85	\$	-	\$	37,822.85
Total Disbursements from Checking Acct	\$	37,822.85	\$0.00	\$0.00	\$	37,822.85

### **EAST CREEK METROPOLITAN DISTRICT NO. 1**

Schedule of Cash Position June 30, 2023

		Rate	Operating	Debt Service	 Total
Checking:					
	Cash in Bank-1st Bank		\$ (207,531.18)	\$ 355,644.12	\$ 148,112.94
Trustee:					
	Zions Pledged Revenue Fund Zions COI Fund			138,243.01 611.48	138,243.01 611.48
TOTAL FU	INDS:		\$ (207,531.18)	\$ 494,498.61	\$ 286,967.43

### 2023 Mill Levy Information

 General Fund
 11.132

 Debt Service Fund
 55.664

 ARI
 1.145

 Total Certified Mill Levy
 67.941

### **Board of Directors**

Greg Wright Martin Corley Cameron Nelson Peggy Ripko #

<sup>\*</sup>authorized signer on checking account

### **EAST CREEK METROPOLITAN DISTRICT NO. 1**

### FINANCIAL STATEMENTS

June 30, 2023

## EAST CREEK METROPOLITAN DISTRICT NO. 1 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS June 30, 2023

	G	ENERAL		DEBT SERVICE		FIXED ASSETS	LC	ONG-TERM DEBT		TOTAL
Assets										
Cash in Bank-1st Bank Xpress Deposit Account Zions Pledged Revenue Fund Zions COI Fund	\$	(207,531) 16,953 -	\$	355,644 - 138,243 611	\$	- - -	\$	- - -	\$	148,113 16,953 138,243 611
Property Taxes Receivable Accounts Receivable Due from District 2		23,027 12,801 1,278		115,146 - -		- - -		- -		138,173 12,801 1,278
Total Current Assets		(153,472)		609,645				-		456,173
Other Debits Amount in Debt Service Fund Amount to be Provided for Debt		- -		-		- -		494,499 4,625,698		494,499 4,625,698
Total Other Debits		-		-		-		5,120,197		5,120,197
Capital Assets Land and Improvements Capital Assets - Depreciable Accumulated Depreciation		-		- -		1,080,201 1,354,171 (256,668)		- -		1,080,201 1,354,171 (256,668)
Total Capital Assets						2,177,704				2,177,704
Total Assets	\$	(153,472)	\$	609,645	\$	2,177,704	\$	5,120,197	\$	7,754,074
Liabilities	<u> </u>	(100,472)	Ψ	003,043	Ψ	2,177,704	Ψ	3,120,137	Ψ	7,754,074
Accounts Payable Zions Bank Loan - 2023 Developer Advances - Capital Accrued Interest - Dev Adv Cap Developer Advance - Operations Accured Interest - Dev Adv Ops	\$	6,696 - - - - -	\$	- - - - -	\$	- - - -	\$	- 4,600,000 377,063 72,933 52,273 17,929	\$	6,696 4,600,000 377,063 72,933 52,273 17,929
Total Liabilities		6,696						5,120,197		5,126,893
Deferred Inflows of Resources										-, -,
Deferred Property Taxes		23,027		115,146		-		-		138,173
Total Deferred Inflows of Resources		23,027		115,146		-		-		138,173
Fund Balance Investment in Fixed Assets		-		-		2,177,704		-		2,177,704
Fund Balance Current Year Earnings		(139,992) (43,203)		638,025 (143,526)		-		-		498,033 (186,729)
Total Fund Balances		(183,195)		494,499				-		2,489,008
Total Liabilities, Deferred Inflows of Resources and Fund Balance	\$	(153,472)	\$	609,645	\$	2,177,704	\$	5,120,197	\$	7,754,074

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### **EAST CREEK METROPOLITAN DISTRICT NO. 1**

### Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual General Fund For the 6 Months Ending

June 30, 2023

	Period Actual	YTD Actual	Budget	Favorable (Unfavorable) Variance	% of Budget
Revenues					
Property Tax Revenue Specific Ownership Taxes O& M Fees ARI Fees Working Capital Miscellaneous Income	\$ 4,638 912 28,080 571 1,830 350	\$ 29,533 1,445 56,160 3,187 2,130 1,010	\$ 52,560 3,154 112,560 5,406 -	\$ (23,027) (1,709) (56,400) (2,220) 2,130 1,010	56.2% 45.8% 49.9% 58.9%
Total Revenues	36,381	93,464	173,680	(80,216)	53.8%
Expenditures					
Accounting Audit Election Insurance/SDA Dues Legal Management Miscellaneous Treasurer's Fees Covenant Control/Comm Mgmt Drainage Billing & Collection Landscaping Snow Removal Fencing Trash and Recycling Park Utilites Monuments Mailboxes	5,013 - 592 - 8,460 5,465 8,662 - 70 7,892 - 2,249 15,081 7,045 - 3,392	7,503 - 1,280 3,945 14,224 8,001 9,649 443 12,518 - 3,662 18,420 38,949 - 14,466 - 3,620	15,100 5,500 5,000 4,800 12,000 13,000 2,000 788 16,500 2,000 6,000 27,600 30,000 1,500 28,900 5,000 7,500 1,000 750 8,000	7,597 5,500 3,720 855 (2,224) 4,999 (7,649) 345 3,982 2,000 2,338 9,180 (8,949) 1,500 14,434 5,000 3,880 1,000 750 8,000	49.7% 0.0% 25.6% 82.2% 118.5% 61.5% 482.5% 56.2% 75.9% 0.0% 61.0% 66.7% 129.8% 0.0% 50.1% 0.0% 48.3% 0.0% 0.0% 0.0%
Contingency Covenant Enforcement - Legal			2,500	2,500	0.0%
Total Expenditures	63,921	136,679	195,438	58,759	69.9%
Excess (Deficiency) of Revenues Over Expenditures	(27,540)	(43,215)	(21,758)	(21,457)	
Transfers and Other Sources (Uses)					
Emergency Reserve ARI Fees Transfer from District No. 2	- (7) -	(46) 58	(1,577) (5,406) -	1,577 5,360 58	
Total Transfers and Other Sources (Uses)	(7)	12	(6,983)	6,995	
Change in Fund Balance	(27,548)	(43,203)	(28,741)	(14,462)	
Beginning Fund Balance	(155,647)	(139,992)	30,175	(170,167)	
Ending Fund Balance	\$ (183,195)	\$ (183,195)	\$ 1,434	\$ (184,629)	

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### **EAST CREEK METROPOLITAN DISTRICT NO. 1**

## Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual Debt Service Fund For the 6 Months Ending June 30, 2023

	Period Actual	YTD Actual	Amended Budget	Favorable (Unfavorable) Variance	% of Budget
Revenues					
Property Tax Revenue Specific Ownership Taxes Interest Income	\$ 23,192 4,560 1,266	\$ 147,673 7,227 5,320	\$ 262,819 15,769 2,500	\$ (115,146) (8,542) 2,820	56.2% 45.8% 212.8%
Total Revenues	29,018	160,220	281,088	(120,868)	57.0%
Expenditures					
Loan Principal Loan Interest Loan Issuance Costs Payment to Escrow Agent Paying Agent Fees Treasurer's Fees	177,500 4,743,535 3,155 348	177,500 4,743,535 3,355 2,215	70,000 167,865 256,433 4,740,710 7,500 3,942	70,000 167,865 78,933 (2,825) 4,145 1,727	0.0% 0.0% 69.2% 100.1% 44.7% 56.2%
Total Expenditures	4,924,538	4,926,605	5,246,450	319,845	93.9%
Excess (Deficiency) of Revenues Over Expenditures  Other Financing Sources (Uses)	(4,895,520)	(4,766,385)	(4,965,362)	198,977	
Loan Proceeds Transfer From District No. 2	4,577,000 32,503	4,577,000 45,859	4,650,000 47,170	(73,000) (1,311)	
Other Financing Sources (Uses)	4,609,503	4,622,859	4,697,170	(74,311)	
Change in Fund Balance	(286,017)	(143,526)	(268,192)	124,666	
Beginning Fund Balance	5,390,019	638,025	656,393	(18,368)	
Ending Fund Balance	\$ 494,499	\$ 494,499	\$ 388,201	\$ 106,298	

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July 7, 2023

Board of Directors East Creek Metropolitan District No. 1

### Re: East Creek Metropolitan District No. 1

Engagement for Legal Services – General Counsel

Dear Board of Directors:

Thank you for retaining Erb Law, LLC (the "**Firm**") to provide legal services to the East Creek Metropolitan District No. 1 (the "**District**"). This letter is to summarize and confirm the terms and conditions of the Firm's representation of the District.

### 1. Scope of Representation and Personnel

Our engagement will be as general legal counsel to the District, as well as those additional legal services agreed to between the District and the Firm. As general counsel, we will serve as the primary legal advisor to the District, providing legal services needed for the daily operation of the District and oversight of the District's legal compliance requirements.

Jeffrey Erb will be the attorney primarily responsible for your matters, with additional legal services provided by Glory Schmidt. In addition, paralegal services will be provided by Natalie Fleming.

### 2. Fees and Billing

The Firm provides legal services on an hourly basis, billed in six-minute increments. The current hourly rate for Mr. Erb is \$385 per hour. The current hourly rate for Ms. Schmidt is \$285 per hour. The current hourly rate for Ms. Fleming is \$170 per hour. All rates are subject to change January 1 of each year.

In addition to our time, we may incur costs on your behalf. Costs include photocopying expenses, delivery charges, filing and recording fees, Westlaw research charges and other expenses incurred when we advance materials or funds on your behalf. Costs are billed separately from legal fees and appear on your monthly invoice. Costs are to be paid on the same terms as legal fees. We do not surcharge or mark-up costs.

We will provide you with a detailed invoice for services and costs incurred. Invoices are mailed monthly and payment is due 45 days from the date of the invoice. Past due invoices may be subject to a monthly late charge of 1.5% of the unpaid balance.

### 3. Communication

The Firm primarily communicates with its clients using e-mail; the sending of documents and correspondence via the United States Post Office, UPS, FedEx, courier or other similar delivery service; and telephone. When sending e-mail, we endeavor to ensure that only the intended recipient(s) receives the e-mail. However, our e-mail communication is not encrypted. Communication via e-mail is not completely secure and e-mails may pass through servers controlled by third-parties and could be accessed by unauthorized third-parties.

Although a common form of social communication, the Firm does not generally communicate with clients about client matters via text message, iMessage, or other form of instant messaging. Communications made via text, iMessage or instant messaging may not be received, and risk not being attended to in a timely manner. Accordingly, communications with the Firm should be made via one of the other identified communication methods.

Generally, communications between the client and the Firm are confidential and subject to the attorney-client privilege. This privilege is for the benefit of the client and if confidential communications are shared with third-parties by the client, that privilege may be lost.

### 4. Document Retention

In the course of our representation, we will maintain a file of documents produced and received in the ordinary course of practice. Not all papers and electronic data are maintained in the ordinary course of practice. For example, multiple copies or drafts of the same document, or communications containing duplicative correspondence or concerning non-substantive communications may not be retained. We generally maintain our files in electronic format, and except for certain documents required to be maintained in hard copy, will convert paper copies to electronic format and dispose of the paper copy.

It is the general policy of the Firm to retain your files in paper or electronic format for at least ten (10) years from the date our representation is complete, either by completion or resolution of the matter for which we were engaged or termination of the attorney-client relationship. In certain circumstances, such as where there is pending or threatened litigation related to the matter which is known to the Firm, we may be required to maintain your files for a longer period. Following expiration of the ten-year retention period, your file may be destroyed without notice unless you have requested the original file to be delivered to you.

Notwithstanding the foregoing policy, if the Firm is designated as the public records custodian for the District pursuant to the Colorado Open Records Act, Part 2 of Article 72, Title 24 of the Colorado Revised Statutes or is otherwise in possession of "public records" of the District, the Firm will retain and destroy those files in accordance with any approved document retention and destruction policy of the District, the Colorado State Archives or similar regulatory body.

### 5. Conflicts of Interest

We have performed an internal review for potential conflicts of interest based on information provided to us. At this time, we do not have any conflicts of interest with any current or former clients that would preclude our representation of the District. Should a conflict of interest arise, we will advise you as soon as practicable, and if the conflict cannot be resolved or waived, the Firm may be required to withdraw from representation of the District.

### 6. Termination

Either of us is free to terminate this agreement at any time for any reason. However, it is important to both of us that any termination is in writing to allow for a clear allocation of responsibilities. Termination of legal services will not affect the District's responsibility for payment of legal services rendered and costs incurred before termination and incurred in connection with an orderly transition of legal services. Our efforts on your behalf may cease and we may withdraw from further representation at any time if an invoice is not timely paid.

Please countersign this letter in the space provided if you agree to these terms and return a copy to our office.

We look forward to working with you.

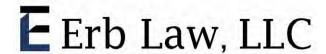
Sincerely,

ERB LAW, LLC

Jeffrey E. Erb

I have reviewed this proposal and agree to the engagement of Erb Law, LLC pursuant to the terms of representation described in this letter.

EAST CREEK METROPOLITAN DISTRICT NO. 1
Print Name:
Title:
Date:



### FIRM RESUME

Erb Law, LLC is focused on providing high quality, practical and personalized legal services to its clients. Erb Law, LLC was founded with the goal to create a law firm where each issue is addressed by an attorney dedicated to the overall, long-term success of the client.

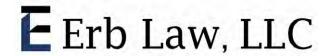
The foundation of Erb Law, LLC is the representation of Colorado special districts, including metropolitan, water, sanitation, and water and sanitation districts. Our services include ensuring compliance with law and support of the district's operations including meeting preparation and procedure, elections, director qualifications and conflicts of interest, contracting for services, construction bidding and contracting, financing, real estate matters, park and recreation services, inclusion and exclusion of property, Colorado open records, and dissolution. In addition, depending on the services provided by each special district, additional services include advice regarding water and sewer fees and rates, capital improvement plans, grants and loans, and advice regarding covenant enforcement and design review.

We represent a wide variety of special district communities, ranging from metropolitan districts providing a suite of public services to small and large residential and mixed-used communities; mountain community water and sewer providers; and special districts supporting commercial shopping centers and developments. In addition, we have experience with special district communities with multiple special districts to address different services or development phasing, and community authorities created to assist with the coordination of services provided by the special districts.

Jeffrey E. Erb, Esq. is the founder of Erb Law, LLC. He earned his Juris Doctor degree from the University of Denver Sturm College of Law and his undergraduate degree in Business from the University of Colorado at Boulder. While at the University of Denver, Mr. Erb served as an editor for the Denver Journal of International Law and Policy and interned for the Hon. Russell Carparelli of the Colorado Court of Appeals. Following law school, Mr. Erb clerked for two years for the Hon. Diana Terry of the Colorado Court of Appeals. Following his clerkship, Mr. Erb began his practice at a large law firm practicing healthcare litigation, transitioning his practice to focus on special districts in 2010. Mr. Erb represents special districts and a select group of real estate developers, providing advice regarding the use and operation of special districts, including their organization, financing and infrastructure development, and ongoing operations. Mr. Erb also provides legal services for the resolution of disputes related to special districts and the transition of special districts from active development to resident ownership and operation. In addition, Mr. Erb has experience representing other types of improvement districts including general improvement districts.

Glory S. Schmidt, Esq. earned both her Juris Doctor degree and her undergraduate degree in Political Science from the University of Colorado at Boulder. While in law school, Ms. Schmidt was the President of the Business Law Society and gained experience in business law as a legal intern at Alterra Mountain Company. After law school, Ms. Schmidt began her legal career practicing civil litigation with a focus on domestic issues. Since 2023, Ms. Schmidt has focused her practice on the representation of special districts, including their organization, day-to-day operations, and annual compliance items.

**Natalie M. Fleming** is the paralegal and office manager at Erb Law, LLC. She is a graduate of the University of Northern Colorado with a degree in Political Science and received her paralegal certificate from the Center for Legal Studies via Metropolitan State University of Denver in 2020. Ms. Fleming is experienced in all aspects of special district law, with particular focus on special district compliance and administration, elections, and legal research.



### **2023 RATES**

Attorney	<u>s</u>	Per Hour
Je	ffrey E. Erb	\$385
G	ory S. Schmidt	\$285

<u>Paralegals</u> <u>Per Hour</u>

Natalie M. Fleming \$170

### **RESOLUTION NO. 2023-07-01**

### A RESOLUTION OF THE BOARD OF DIRECTORS OF EAST CREEK METROPOLITAN DISTRICT NO. 1 INITIATING CONSOLIDATION WITH EAST CREEK METROPOLITAN DISTRICT NO. 2

- A. East Creek Metropolitan District No. 1 (the "**District**") is a quasi-municipal corporation and political subdivision of the State of Colorado and operates pursuant to its Service Plan, which was approved by the City Council of the City of Aurora, Arapahoe County, Colorado, on March 5, 2018, and pursuant to the Colorado Revise Statutes.
- B. The District was organized on June 18, 2018, for the purpose of providing for the financing, acquisition, construction, installation, and completion of certain public improvements, to approximately 33.0 acres of residential land.
- C. East Creek Metropolitan District No. 2 (the "**District No. 2**", together with the District, the "**Districts**") is a quasi-municipal corporation and political subdivision of the State of Colorado and operates pursuant to its Service Plan, which was approved by the City Council of the City of Aurora, Arapahoe County, Colorado, on March 5, 2018, and pursuant to the Colorado Revise Statutes.
- D. District No. 2 was organized on June 18, 2018, for the purpose of providing for the financing, acquisition, construction, installation, and completion of certain public improvements, to approximately 3.0 acres of commercial land.
- E. The public improvements, as contemplated in the Service Plans, have been completed.
- F. The District owns, operates and maintains certain tracts of real property, park and recreation improvements and landscape, access and drainage improvements, and provides covenants enforcement services.
- G. On April 16, 2019, the District issued \$4,010,000 General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds, Series 2019A and \$584,000 Subordinate General Obligation Limited Tax Bonds, Series 2019B (the "2019 Bonds").
- H. On April 16, 2019, the Districts entered into a Capital Pledge Agreement (the "Capital Pledge Agreement"), whereby District No. 2 is obligated to levy on all taxable property within District No. 2 the amount of the Mandatory Capital Levy (as defined in the Capital Pledge Agreement) until termination of the Capital Pledge Agreement on December 16, 2058.
- I. On April 13, 2023, the District entered into a Loan Agreement with Zions Bancorporation, N.A., d/b/a/ Vectra Bank Colorado in the amount of \$4,600,000 for the purpose of refunding the 2019 Bonds.

- J. No services are required to be provided to the property within the boundaries of District No. 2. District No. 2's sole obligation is to impose the Mandatory Capital Levy required under the Capital Pledge Agreement.
- K. Section 32-1-602, C.R.S., provides that the two or more special districts may be consolidated into a single consolidated district.
- L. The District's Board of Directors (the "**Board**") has determined that it is in the best interests of the District that District No. 2 be consolidated with the District so that the Districts may be operated effectively and economically as a consolidated district and that the public health, safety, prosperity, and general welfare of the inhabitants of the Districts will be better served by the consolidation.
- M. The proposed name of the consolidated district shall be East Creek Consolidated Metropolitan District.
- N. The property located within District No. 2 shall be included within the proposed consolidated district ("**Inclusion Property**").
- O. The Board of directors of the consolidated district shall consist of five (5) board members.
- P. The consolidated district shall impose on the Inclusion Property the required Mandatory Capital Levy required under the Capital Pledge Agreement.
- Q. Pursuant to Section 32-1-602(2)(a), C.R.S., District No. 2 shall approve this Resolution Initiating Consolidation not later than six (6) months after the date of adoption thereof in order to be included within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EAST CREEK METROPOLITAN DISTRICT NO. 1 OF ARAPAHOE COUNTY, COLORADO:

- 1. The Board hereby determines that it is in the best interests of the District that District No. 2 be consolidated with the District so that the Districts be operated effectively and economically as a consolidated district and that the public health, safety, prosperity, and general welfare of the inhabitants of the Districts will be better served by the consolidation.
- 2. The name of the consolidated district shall be East Creek Consolidated Metropolitan District.
- 3. The Inclusion Property shall be included within the proposed consolidated district.
- 4. The Board of directors of the consolidated district shall consist of five (5) board members.
- 5. The consolidated district shall impose on the Inclusion Property the required Mandatory Capital Levy required under the Capital Pledge Agreement.

- 6. Pursuant to Section 32-1-602(2)(a), C.R.S., District No. 2 shall approve this Resolution Initiating Consolidation not later than six (6) months after the date of adoption thereof in order to be included within the District.
- 7. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.
- 8. This Resolution shall be in full force and effect immediately upon the date of adoption by the Board, as set forth on the signature page below.

[SIGNATURE PAGE FOLLOWS]

## [SIGNATURE PAGE TO RESOLUTION OF THE BOARD OF DIRECTORS OF EAST CREEK METROPOLITAN DISTRICT NO. 1 INITIATING CONSOLIDATION WITH EAST CREEK METROPOLITAN DISTRICT NO. 2]

RESOLUTION APPROVED AND ADOPTED on July 27, 2023.

### EAST CREEK METROPOLITAN DISTRICT NO. 1

	By: President	
Attest:		
Secretary		



### 303-471-1522 naturesworkforce.com

Item Description		<b>Estimated Quantity</b>	Unit	Unit Price	Total Price
Addendum #:	N/a				
Project Location:	Aurora, CO		Bid Date:	6/15/2023	
Project Name:	East Creek - Jan '23 - Dec '23		Bid Number:	1001	
	Lakewood, CO 80228		Fax:	303-987-2032	
Address:	141 Union Boulevard, Suite 150		Phone:	303-987-0835	
То:	SDMS		Contact:	Peggy Ripko	

Item Description	Estimated Quantity	Unit l	Jnit Price	Total Price
Forebay Cleaning: (1 Occurrence)  Removal Of Debris, Trash And Vegetation From Concrete Forebay  Includes Hauling Off Site  Includes 3 Forebays	1.00 L	LS	\$5,822.00	\$5,822.00
One Time Clean Up  Mow Beauty Band Around Beds And Fence Line, Bed Weeding Trash Pick Up, Spray Weeds As Needed	1.00 E	EACH	\$1,202.00	\$1,202.00
Pruning Shrubs And Trees: Shrub Pruning 1x Tree Pruning Up To 12' 1x	1.00 E	EACH	\$1,462.00	\$1,462.00
Native Grass - Broadleaf Herbicide: (Spot Application) 1 Spot Applications Of A Broadleaf Herbicide Does Not Control Grassy Weeds.	1.00 E	EACH	\$345.00	\$345.00
	Total Price fo	nr ahova Itams		\$9 931 <b>0</b> 0

### **Monthly Service**

Maintenance After 1 Time Clean Up - Based 1 Time Per Month

Mow Beauty Band Around Beds And Fence Line, Bed Weeding,

Trash Pick Up, Spray Weeds As Needed

**Total Price for above Monthly Service Items:** \$531.50

1.00 EACH

Total Bid Price: \$9,362.50

\$531.50

\$531.50

### Notes:

- This proposal will be subject to a change order for material price increases, if material market pricing escalates at the time of installation, from the date of proposal.
- Irrigation repairs will be additional at T & M rates with owners approval.
- Irrigation rates will be \$ 80.00 per hour for a irrigation technician and any necessary materials will be additional.
- This proposal is good for 30 days following the date given on the proposal.
- Consolidated Divisions, Inc. dba CDI | ENVIRONMENTAL CONTRACTOR

An Equal Opportunity Employer

Nature's Workforce, a Consolidated Divisions, Inc. company. An Equal Opportunity Employer

### **Payment Terms:**

Payment due 30 days from invoice.

6/15/2023 3:35:11 PM Page 1 of 2



# 303-471-1522 naturesworkforce.com

То:	SDMS	Contact:	Peggy Ripko
Address:	141 Union Boulevard, Suite 150	Phone:	303-987-0835
	Lakewood, CO 80228	Fax:	303-987-2032
Project Name:	East Creek - Jan '23 - Dec '23	Bid Number:	1001
Project Location:	Aurora, CO	Bid Date:	6/15/2023
Addendum #:	N/a		

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and hereby accepted.	Nature's Workforce
Buyer:	_
Signature:	Authorized Signature:
Date of Acceptance:	Estimator: Cory France 303-501-5697 coryf@cdi-services.com

6/15/2023 3:35:11 PM Page 2 of 2



































Sedalia, Colorado 80135 C 303,471,1522 & 303,470,3197 @sales nicdi-services.com

To:	SDMS			Contact:	Peggy Ripko	
Address:	141 Union Boulevard, Suite 150			Phone:	303-987-0835	
	Lakewood, CO 80228			Fax:	303-987-2032	
Project Name:	East Creek Snow -	East Creek Snow - 2023-2024			SNOW-8094	
Project Location:	East Alameda & South Airport Road, Aurora, CO			Bid Date:	7/22/2023	
Addendum #:	NA	NA				
Service Parking Area/ Drive La		Ice Mitigation Required	Service Private Sidewalks	Scope 1"	Ice Mitigation Required	

AGREEMENT TERMS: October 1, 2023 – May 31, 2024

Contractor proposes to provide all labor and materials necessary to complete snow and ice management in accordance with the following details, specifications and estimates.

Line #	Item Description	<b>Estimated Quantity</b>	Unit	Unit Price
1	4x4 Pickup With Plow	1.00	HR	\$125.00
2	Sand Truck	1.00	HR	\$125.00
3	ATV With Plow	1.00	HR	\$100.00
4	Zero-Turn With Plow	1.00	HR	\$100.00
5	Skidsteer With Plow	1.00	HR	\$155.00
6	Loader With Box Or Bucket	1.00	HR	\$285.00
7	Snow Blower	1.00	HR	\$95.00
8	Dump Truck	1.00	HR	\$160.00
9	Tractor With Plow	1.00	HR	\$285.00
10	Laborer	1.00	HR	\$65.00
11	Snow Captain Site Supervision	1.00	HR	\$75.00
12	Ice Slicer (Granular)	1.00	TON	\$275.00
13	Ice Melt	1.00	BAG	\$50.00

#### Notes:

- **Note:** The above stated rates are based on time and material. All services are charged portal to portal. There is a minimum charge of 1 hour per push for each piece of equipment used, and such minimum charge shall also include 1 hour of snow supervision and 1 bag (50 lb) ice melt and/or 1/2 ton ice slicer. Client agrees to pay Contractor for time and materials utilized by the contractor, including the minimum charge stated herein. Items listed above include the operator fee in the hourly rate.
- Fuel Surcharge: If fuel prices exceed \$4.00 per gallon for gasoline or \$4.50 per gallon for diesel, a surcharge of 8% will be charged on top of the above rates. Additionally, if material costs exceed more than 20% of quoted vendor price and/or cost at the beginning of the season, material prices will be adjusted to reflect such increases and Client agrees to pay the increase. By signing this Contract, Contractor and Client agree to the above pricing, including this fuel surcharge.
- **Snow Staking:** Staking of the site(s) will be billed at the above hourly rate, which includes materials. In the event that Client elects to not have the site(s) staked by Contractor prior to commencement of snow/ice removal, then Contractor shall not be responsible for any damage to the site which occurs as a result of snow/ice removal operations.
- · Terms and Conditions.
- 1. Contractor will furnish labor, materials, supervision and necessary equipment to perform snow/ice removal services as set forth on page one. Services will be provided for length of time specified in "agreement term." Contractor will provide only the services outlined and only at the locations ("site(s)") referenced on page one.
- 2. Contractor will not be responsible for anything that is not included on page one of this Contract. Contractor shall not be held responsible for any damage resulting from Client's (or its agent's) lack of or improper staking of the site(s). If Contractor provides land marking at the site(s), Contractor shall be responsible for items that are damaged by Contractor that have been land marked and will repair, replace, or credit client for such damages which were not present prior to contracted services. However, in order for this provision to apply, Contractor must be notified by Client in writing within 48 hours of such damage occurring, otherwise, any claim for such damage is irrevocably waived by Client.
- 3. Contractor shall not be liable for untimely notice of accumulation by Client for snow removal. Neither will Contractor be liable for any damages
  resulting from Client's failure to timely or appropriately request services from Contractor.



### 5585 W. Airport Rd Sedalia, Colorado 80135 C 303.471.1522 - 303.470.3197 apsales@cdi-services.com

To:	SDMS	Contact:	Peggy Ripko
Address:	141 Union Boulevard, Suite 150	<b>Phone:</b> 303-987-0835	
	Lakewood, CO 80228	Fax:	303-987-2032
Project Name:	East Creek Snow - 2023-2024	Bid Number:	SNOW-8094
Project Name: Project Location:	East Creek Snow - 2023-2024 East Alameda & South Airport Road, Aurora, CO	Bid Number: Bid Date:	SNOW-8094 7/22/2023

- 4. Contractor reserves the right to stop work, with or without notice, if Client does not pay each invoice in full within ten (10) days of the invoice date. In the event that Contractor stops work under this provision, Contractor shall have no obligation to maintain, care for, or provide any service for the site(s) unless and until all of Client's outstanding account is brought current. While Contractor has no responsibility for the sites(s), Contractor shall not be liable for any injuries to Client or to any invitee, quest, or licensee of Client related to accumulation or other hazardous conditions on the site(s). Further, Client acknowledges and agrees that Contractor has the right to record a mechanic's lien against any real property for which Contractor provides the services hereunder.
- 5. Client further agrees to pay Contractor a finance charge of 1.75% per month (21% per annum) for any amount which is not paid in full within fifteen (15) days of the invoice date. Client shall also pay Contractor's fees incurred in association with collection including, but not limited, to attorneys' fees, collection agency fees, and court costs.
- 6. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Colorado. Any controversy or claim arising out of or relating to this contract shall be settled by Med-Arb, as defined in C.R.S. § 13-22-302(mediation/arbitration) or in a court of competent jurisdiction in the State of Colorado, County of Douglas, at Contractor's sole discretion. If Med-Arb is selected by Contractor, then Contractor and Client shall mutually agree upon a mediator/arbitrator, or if they cannot agree, then Contractor shall select from a list of American Arbitration Association arbiters in Denver, Colorado. If applicable, Med-Arb shall be under the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association and shall take place in Denver, Colorado. Any settlement agreement shall include reasonable attorney fees and costs incurred by the successful party plus interest at the legal rate. Judgment may be entered upon any such award in any Court of competent jurisdiction, which shall be final and binding upon the parties. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS CONTRACT
- 7. To the extent allowed by law, Contractor shall not be responsible or liable to Client or to any third-party for any damages to existing walks, curbs, driveways, speed bumps, expansion joints, rubber-coated decks, cesspools, septic tanks, utility lines, sprinkler systems, arches, shrubs, lawn, trees, or other personal property, appurtenances or improvements, or for any damage to the site(s) itself (collectively "Damages"), except in the case of Contractor's gross negligence. Client shall indemnify, defend and hold Contractor harmless for any and all Damages caused by Client or any of its agents, employees, suppliers, vendors, assigns, or anyone under Client's direction, permission or control.
- 8. If, after Contractor has declared the work completed. Client claims that work still remains to be done. Client shall give Contractor reasonable (in time and amount of detail) notice and opportunity to complete the work before proceeding to hire any other entity to complete the services. Upon Contractor's completion of any corrective work claimed by Client, Contractor shall be entitled to payment of the full of the Contract Price then remaining due.
- 9. This Contract may be amended by a written change order or other agreement signed by both parties, or by Client requesting additional services be performed, Contractor performing said services, and Client accepting such work from Contractor.
- 10. This Contract constitutes the entire contract between the parties and neither party shall be bound by any oral statements or representation by any party or agent
- 11. No action arising from or related to the Contract, or the performance thereof, shall be commenced by either party against the other more than one year after the completion or cessation of work under this Contract. This limitation applies to all actions of any character, whether a law or in equity, and whether sounding in contract, tort, or otherwise.
- 12. Contractor agrees to complete its work under this Contract in a good and workmanlike manner, but is not responsible for failures or defects which result from work done by others.
- 13. Contractor shall not be liable for any claim, loss, expense, damage or cause of action resulting in any matter whatsoever, directly or indirectly, from weather conditions, unless such claim is caused by negligence of Contractor.
- 14. In the event CDI mobilizes on a Holiday, as defined below, all rates are doubled. "Holidays" shall consist of the following days/times:
  - Thanksgiving Day 12:01 am 11:59 pm Christmas Day 12:01 am - 11:59 pm

  - New Years' Day 12:01 am - 11:59 pm
- 15. Client understands and agrees that Contractor's response time will be affected by events beyond Contractor's control (e.g. governmental emergency, equipment failure, unusually severe weather conditions, etc.) Client further understands that response time will be affected by Contractor's ability to travel to the site(s), and that Contractor may be delayed or even prevented from reaching the site(s). Client also acknowledges that the rate of snowfall and wind conditions dramatically affect snow/ice management operations. Accordingly, Client agrees that Contractor shall not be held to any specific level of performance, other than it shall make a reasonable, good faith effort to complete the work specified herein.
- 16. At no time will Contractor be liable for personal injury or property damage caused by changing winter weather conditions before, during or after the snow/ice removal has been completed.



### 5585 W. Airport Rd Sedaha, Colorado 80135 C 303,471,1522 & 303,470,3197 @sales ricdi-services.com

То:	SDMS	Contact:	Peggy Ripko
Address:	141 Union Boulevard, Suite 150	<b>Phone:</b> 303-987-0835	
	Lakewood, CO 80228	Fax:	303-987-2032
Project Name:	East Creek Snow - 2023-2024	Bid Number:	SNOW-8094
Project Location:	East Alameda & South Airport Road, Aurora, CO	Bid Date:	7/22/2023
Addendum #:	NA		

- 17. Contractor may terminate this Contract at any time, upon ten (10) work days' written notice to Client, for non-payment and may terminate this Contract at any time, upon fifteen (15) work days' written notice to Client, for any other reason. Client may terminate this Contract upon fifteen (15) work days' written notice to Contractor fails to cure or take reasonable steps to cure any defaults under this Contract within seven (7) work days of Contractor's receipt of written notice from Client specifying the alleged defaults.
- 18. Client understands and acknowledges that Contractor's crews may not work safely in blizzard or blizzard-like conditions, or if temperatures and/or wind conditions make the wind chill factor below 20 degrees Fahrenheit. Client understands that Contractor reserves the right to have its crew(s) cease working in such conditions.
- 19. If any provision of this Contract is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.
- 20. Whenever any provision of this Contract requires the giving of written notice, such notice shall be delivered to Client at the address stated on page one, or to Contractor at: CDI, 5585 Airport Rd, Sedalia, CO 80135, [INSERT EMAIL]. The notice shall be effective as of the date of personal delivery or email delivery, or on the fifth day after mailing (which mailing must be certified mail, postage prepaid and return receipt requested).

### **ACCEPTANCE OF CONTRACT**

- The undersigned representative of Client hereby acknowledges, represents and warrants to Contractor that: i) he/she is authorized to represent Client with respect to this Contract and has been authorized to sign on Client's behalf; ii) Client is the owner of the site(s) listed on page one of this Contract ("Owner"), or is the authorized representative of the Owner and has the authority to enter into this Contract on behalf of Owner; iii) HE/SHE HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS PROPOSAL, iv) he/she has received from Contractor a completed copy of this Contract, including the Job Estimate, if applicable, v) in consideration of the products, materials and services to be provided by Contractor, he/she accepts the terms and conditions of the Contract in its entirety and, on behalf of Client and Owner, authorizes Contractor to acquire the

Consolidated Divisions, Inc. dba CDI | ENVIRONMENTAL CONTRACTOR
An Equal Opportunity Employer

#### **Payment Terms:**

Payment due 30 days from invoice.

ACCEPTED:	CONFIRMED:	
The above prices, specifications and conditions are satisfactory and are hereby accepted.	Consolidated Divisions, Inc Dba CDI Environmental Contractors	
Buyer:		
Signature:	Authorized Signature:	
Date of Acceptance:	Estimator: Jamie Salisbury	
	303.241.1853 jamies@cdi-services.com	