

EAST CREEK CONSOLIDATED METROPOLITAN DISTRICT

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

NOTICE OF A REGULAR MEETING AND AGENDA

| <u>Board of Directors:</u> | <u>Office:</u> | <u>Term/Expiration:</u> |
|----------------------------|----------------|-------------------------|
| Greg Wright | | 2025/May 2025 |
| Martin Corley | | 2025/May 2025 |
| Cameron Nelson | | 2027/May 2027 |
| Stephen Doherty | | 2025/May 2025 |
| Chelsey Green | | 2027/May 2025 |
| Peggy Ripko | | |

DATE: June 4, 2024

TIME: 9:00 A.M.

PLACE: VIA ZOOM If you experience technical difficulties, email Peggy Ripko at pripko@sdmsi.com.

Join Zoom Meeting:

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUIZZc1VMWTJFZjFHdz09>

Meeting ID: 862 6755 0643

Passcode: 987572

Call In Number: 1-719-359-4580

I. ADMINISTRATIVE MATTERS

A. Confirm Quorum and Present Conflict Disclosures.

B. Approve Agenda, confirm location of the meeting, posting of meeting notice and designate 24-hour posting location.

C. 2024 Annual Administrative Resolution (enclosure).

D. Resolution regarding Adoption of the Special Districts Records Management Manual (enclosure).

E. Resolution re Defense and Indemnification of the Directors and Employees of the District (enclosure).

F. Resolution Adopting Website Accessibility Plan and Policy (enclosure).

- G. Resolution Adopting Policy re Colorado Open Records Act (enclosure).
-

- H. Resolution Adopting Public Comment Policy (enclosure).
-

II. PUBLIC COMMENTS (Items Not on the Agenda. As a courtesy to others, public comments are limited to three minutes 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. Conversion of 2023 Bonds from Taxable to Tax Exempt and Approval of Conversion Documents.
-

IV. INSURANCE MATTERS

- A. Membership in the Colorado Special District Association.
-

- B. Intergovernmental Agreement with the Colorado Special District Property and Liability Insurance Pool.
-

V. CONSULTANT MATTERS

- A. Engagement of Erb Law, LLC for Legal Services (enclosure).
-

- B. Engagement of Special District Management Services, Inc. for management and accounting services.
-

VI. OPERATIONS MATTERS

- A. Update re Notice from Aurora re Removal and Replacement of Trees.
-

VI. OTHER BUSINESS

- A. Preparation of Updated District Boundary Map.
-

- B. Assignment Service Agreements to East Creek Consolidated Metropolitan District
-

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
JUNE 24, 2024.**

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
EAST CREEK CONSOLIDATED METROPOLITAN DISTRICT**

2024 Annual Administrative Resolution

Recitals

A. The East Creek Consolidated Metropolitan District is a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to the Colorado Special District Act, article 1, Title 32, C.R.S.; and

B. The Board of Directors of the District has a duty to perform certain obligations in order to ensure the efficient operation of the District; and

C. The directors may receive compensation for their services subject to the limitations imposed by § 32-1-902(3)(a)(I) and (II), C.R.S.; and

D. Section 32-1-103(15), C.R.S., requires the Board of Directors to publish certain legal notices in a newspaper of general circulation in the District; and

E. Section 24-6-402, C.R.S., specifies the duty of the Board of Directors at its first regular meeting of the calendar year to designate a public posting place within the boundaries of the District for notices of meetings, in addition to any other means of notice; and

F. Section 32-1-903, C.R.S., states that the Board shall meet regularly at a time and in a location to be designated by the Board; and special meetings shall be held as often as the needs of the special district require, and such meetings may be held (A) (1) telephonically; (2) electronically; or (3) by other means not including physical presence but must provide a method for members of the public to attend the meeting: or (B) at a physical location within the boundaries of the District or which are within the boundaries of any county in which the District is located, or, in any county so long as the meeting location does not exceed twenty miles from the District boundaries, unless an appropriate resolution to hold the meeting in another location is adopted by the Board and notice appears on the meeting agenda; and

G. Section 32-1-903(2), C.R.S., requires that notice of the time and place designated for all regular and special meetings shall be in accordance with § 24-6-402(2)(c), C.R.S., on a website or other online presence of the District which complies with the statutory criteria, or on a physical posting location as designated by the Board and within the limits of the Special District at least 24 hours prior to said meeting; and

H. Section 32-1-1001(2)(a), C.R.S., requires that a district may fix or increase fees, rates, tolls, penalties, or charges for domestic water or sanitary sewer services only after consideration of the action at a public meeting held at least thirty days after providing notice stating that the action is being considered and stating the date, time, and place of the meeting at which the action is being considered; and

I. In accordance with the Colorado Governmental Immunity Act, the Board is given authority to obtain insurance against liability for injuries for which the District may be liable under the Governmental Immunity Act, and to provide for defense and payment of judgements or settlements against public employees, pursuant to §§ 24-10-110 and 24-10-115, C.R.S.; and

J. Sections 32-1-901(2) and 32-1-902(2), C.R.S., requires the District to obtain an individual, schedule or blanket surety bond in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file such bond with the District Court and the Division of Local Government; and

K. Section 32-1-104.8, C.R.S., requires the District to record a special district public disclosure document and a map of the boundaries of the District with the County Clerk and Recorder of each county in which the District is located by December 31, 2014, and at any time thereafter that an order confirming the inclusion of property into the District is recorded; and

L. Section 32-1-306, C.R.S. requires the District to file a current, accurate map of its boundaries with the Division of Local Government and the County Clerk and Recorder and the County Assessor on or before January 1 of each year; and

M. Section 32-1-104(2), C.R.S., requires the District, on or before January 15, to file a copy of the notice required by § 32-1-809, C.R.S. with the Board of County Commissioners, Assessor, Treasurer, Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of Local Government; and

N. Section 32-1-809, C.R.S., requires that on or before January 15 of each year the District will provide a notice to the eligible electors of the District containing the information required by § 32-1-809(1), C.R.S. in the manner set forth in § 32-1-809(2), C.R.S.; and

O. The Local Government Budget Law of Colorado, §§ 29-1-101, et seq., C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments thereto, to adopt budgets, and to file copies of the budgets and amendments thereto; and

P. In accordance with the Public Securities Information Reporting Act, §§ 11-58-101, et seq., C.R.S., issuers of non-rated public securities must file an annual report with the Department of Local Affairs; and

Q. In accordance with § 29-1-604(1), C.R.S., if expenditures and revenues of the District are not in excess of \$100,000, the District may file an exemption from audit with the State auditor; or, in accordance with § 29-1-604(2), C.R.S., if expenditures and revenues of the District are at least \$100,000 but not more than \$750,000 the District may, with the approval of the State Auditor, file an exemption from audit with the State Auditor, or in accordance with § 29-1-603, C.R.S., the governing body of the District shall cause to be made an annual audit of the financial statements for each fiscal year; and

R. The Unclaimed Property Act, §§ 38-13-101, et seq., C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer; and

S. Elections may be held pursuant to the Special District Act, the Uniform Election Code of 1992, and the Colorado Local Government Election Code for the purpose of (1) electing members of the District's Board of Directors; (2) to present certain ballot issues to the eligible electors of the District as required by Article X, § 20 of the Colorado Constitution; and (3) to present certain ballot questions to the eligible electors of the District; and

T. Section 1-1-111, C.R.S., states that all powers and authority granted to the governing body of a political subdivision to call and conduct an election may be exercised by the appointed Designated Election Official; and

U. Sections 1-11-103 and 32-1-104(1), C.R.S., require the District to notify the Division of Local Government of the results of any elections held by the District, including the name and address of all members and officers of the board of directors, and a business address, telephone number and name of the contact person for the District; and

V. Section 32-1-1101.5, C.R.S., requires the District to certify results of any election to incur general obligation indebtedness to the board of county commissioners of each county in which the special district is located or to the governing body of the municipality that has adopted a resolution of approval of the District; and

W. Section 32-1-1604, C.R.S., requires within 30 days of incurring or authorizing general obligation debt that the District record a notice of such debt with the County Clerk and Recorder, on a form prescribed by the Division of Local Government; and

X. In accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S., either the board of county commissioners of each county in which the special district is located, or the governing body of the municipality that has adopted a resolution of approval of the District, may require the District to file an application for quinquennial finding of reasonable diligence; and

Y. Section 32-1-207(3)(c), C.R.S., requires the District to file an annual report, on or before August 1st of each year for the preceding calendar year, to the governing body with jurisdiction over the District, the Division of Local Government, State Auditor, and County Clerk and Recorder for each county in which the District is located, unless otherwise required at an earlier date by the District's service plan.

Z. Special district directors are governed by §§ 32-1-902(3) and 32-1-902(4), C.R.S., which requires such director to disqualify himself or herself from voting on an issue in which he or she has a conflict of interest unless the director has properly disclosed such conflict in compliance with law, and by the provisions of the Colorado Code of Ethics, §§ 24-18-101, *et seq.*, C.R.S, which provide rules of conduct concerning public officials and their fiduciary duties; and

AA. Section 32-1-902, C.R.S., requires the Board to elect officers, including a Chair of the Board and President of the District, a Treasurer of the Board and District, and a Secretary, who may be a member of the Board; and

BB. The Board of Directors desires to appoint legal counsel for the District to provide legal services and to assist with the operation of the District; and

CC. The Board of Directors desires to appoint an accountant for the District to provide financial services and to assist with the financial operations of the District, and who shall also be designated as the budget officer required to prepare and submit to the Board a proposed District budget by October 15, pursuant to §§ 29-1-104 and 29-1-105 C.R.S.; and

DD. The Board of Directors desires to appoint a District Manager to provide management services in connection with the purposes for which the District was organized; and

EE. Pursuant to §§ 24-71.3-101, *et seq.*, C.R.S., The Uniform Electronic Transaction Act, parties may agree to conduct transactions by electronic means relating to business, commercial and governmental affairs, and that for all documents covered by the Act, if a law requires a record to be in writing, an electronic record satisfies the law.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EAST CREEK CONSOLIDATED METROPOLITAN DISTRICT:

1. The Board of Directors of the District determines that each director shall not receive compensation for services as a director.
2. The Board designates *The Sentinel* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable statutes.
3. The Board designates the District website; _____ as the official posting location for District documents, including meeting notices to be posted no less than 24 hours prior to the meeting. The Board designates a post located on a sign along E. Alameda Avenue., which is within the boundaries of the District, as the physical 24-hour posting location pursuant to § 32-1-903(2) and § 24-6-402(2)(c), C.R.S.
4. The Board determines to hold regular meetings on March 18, 2024, June 24, 2024, and October 28, 2024 at 5:00 p.m. via electronic platform.
5. The Board directs the legal counsel prior to any public meeting at which the District fixes or increases fees, rates, tolls, penalties, or charges for domestic water or sanitary sewer services to provide notice at least thirty days prior to such meeting pursuant to § 32-1-1001(2)(a), C.R.S. Notice shall be provided in one of the following three ways:
 - a. Mailing the notice separately to each customer on the District's billing rolls that receives the service; or
 - b. Including the notice as a prominent part of a newsletter, annual report, billing insert, billing statement, letter, or other informational mailing sent by the District to each customer of the District; or
 - c. Posting the notice on a publicly accessible section of the website for the Special District Association of Colorado ("SDA").

6. The Board directs district management to obtain and maintain insurance for the District, to insure the Directors acting within the scope of employment by the Board against all or any part of such liability for an injury; to insure against the expense of defending a claim for injury against the District or its Board. Additionally, the Board directs legal counsel, to obtain bonds or equivalent insurance coverage as required by §§ 32-1-901(2) and 32-1-902(2), C.R.S., in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file the bond or certificate of insurance with the District Court and the Division of Local Government.

7. The Board designates Peggy Ripko as the District's "Primary Representative" and designates Natalie M. Fleming as the District's "Alternate Representative" to the SDA Insurance Pool so that District insurance coverage may be timely renewed annually and updated as necessary.

8. The Board directs district management to update the Special District Public Disclosure Document and map with Arapahoe County Clerk and Recorder after the initial filing deadline of December 31, 2014, if the District includes additional property and records an Order of Inclusion with the County Clerk and Recorder.

9. The Board directs district management to file an accurate boundary map with the Division of Local Government and the Arapahoe County Assessor, as may be required by statute.

10. The Board directs district management to file a copy of the transparency notice as described in § 32-1-809, C.R.S. with the Arapahoe County Board of County Commissioners, Assessor, Treasurer, Clerk and Recorder, and the Division of Local Government.

11. The Board directs district management to notify the registered electors in the District of certain specified District information by completing the Special District Transparency Notice as detailed in § 32-1-809, C.R.S. and causing it to be posted to the Special District Association website.

12. The Board designates the District's accountant to serve as the budget officer, and to submit a proposed budget to the Board by October 15th for the following year, and, in cooperation with legal counsel, to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolutions and amendments to the budget, if necessary; to certify the mill levies on or before December 15; and to file the approved budgets and amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado.

13. The Board directs the accountant to prepare and file the annual public securities report for nonrated public securities issued by the District, with the Department of Local Affairs on or before March 1st.

14. The Board directs the accountant to prepare or cause to be prepared for filing with the State Auditor either an Audit Exemption and Resolution for approval of Audit Exemption for the prior fiscal year by March 31; or an audit of the financial statements by June 30; further, the Board directs that the Audit be filed with the State Auditor by July 31.

15. The Board directs legal counsel to prepare, if necessary, the Unclaimed Property Act report and forward the report to the State Treasurer by November 1.

16. The Board hereby appoints Natalie M. Fleming, Erb Law, LLC, as the “Designated Election Official” of the District for any elections to be held during 2024 and any subsequent year. The Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official, including but not limited to appointing election judges, appointing a canvass board and cancellation, if applicable, of the election.

17. The District directs the Designated Election Official to notify the Division of Local Government of the results of any elections held by the District, including the name and address of all members and officers of the board of directors.

18. The District directs the Designated Election Official to certify results of any election to incur general obligation indebtedness to the Arapahoe County Commissioners.

19. Whenever the District authorizes or incurs general obligation debt, the Board directs the Designated Election Official or legal counsel to record a notice of such debt with the Arapahoe County Clerk and Recorder, within 30 days of authorizing or incurring the debt, on a form prescribed by the Division of Local Government.

20. The Board directs district management to prepare and file with the Board of County Commissioners of each County in which the special district is located, or to the governing body of the municipality that has adopted a resolution of approval of the District, if requested, the quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S.

21. The Board directs district management to prepare and file the special district annual report on or before August 1st of each year with the County of Arapahoe, the Division of Local Government, the State Auditor and shall further deposit a copy of such report with the County Clerk and Recorder per §32-1-207(3)(c), C.R.S.

22. The District hereby directs each present and future member of the Board to execute an Statement of Qualification of Director, to be retained in the District’s files.

23. The District hereby elects the following officers for the District:

President/Chair of the Board –

Treasurer –

Secretary –

Assistant Secretary –

Assistant Secretary –

24. The Board directs legal counsel to file conflict of interest disclosures provided by Board members with the Secretary of State. In addition, written disclosures provided by Board members required to be filed with the governing body in accordance with § 18-8-308, C.R.S. shall be deemed filed with the Board of Directors of the District when filed with the Secretary of State.

25. The Board extends the current resolution providing for the defense of directors and employees of the District to allow the resolution to continue in effect as written.

26. The Board extends the current disposal of personal identifying information resolution to allow the resolution to continue in effect as written.

27. The Board of Directors appoints the law firm of Erb Law, LLC as legal counsel for the District.

28. The Board of Directors appoints Special District Management Services, Inc. to serve as the District's accountant and to provide accounting services for the District.

29. The Board of Directors appoints Special District Management Services, Inc. to serve as the District's Manager.

30. The Board authorizes its consultants to conduct transactions by electronic means to the extent allowed by the Uniform Electronic Transactions Act.

APPROVED AND ADOPTED this 4th day of June, 2024.

EAST CREEK CONSOLIDATED
METROPOLITAN DISTRICT

By: _____

President, Board of Directors

ATTEST

Name: _____

Secretary or Assistant Secretary

DRAFT

CERTIFICATION

I, _____, hereby certify that I am the duly elected and qualified Secretary or Assistant Secretary of the East Creek Consolidated Metropolitan District, and certify that the attached Resolution constitutes a true and correct copy of the Resolution adopted and approved at a meeting of the Board of Directors of the District held on June 4, 2024.

Dated this 4th day of June, 2024.

By: _____

Name: _____

Title: _____

DRAFT

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
EAST CREEK CONSOLIDATED METROPOLITAN DISTRICT**

Adoption of the Special Districts Records Management Manual

Recitals

A. The East Creek Consolidated Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to Article 1 of Title 32 of the Colorado Revised Statutes (the “**Special District Act**”); and

B. Pursuant to § 32-1-1001(1)(h), the Board of Directors of the District has the power to control, manage and supervise all the business and affairs of the District; and

C. The District is required to adopt a comprehensive records retention policy and schedule for the District’s non-permanent records and the retention of those records that have long-term administrative, fiscal and historical value (the “**Records**”); and

D. Under the authority granted by Part 1, Article 80, Title 24 of the Colorado Revised Statutes, the Colorado State Archives has developed the Special Districts Records Management Manual for use by special districts; and

E. The District desires to adopt the Special Districts Records Management Manual.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EAST CREEK CONSOLIDATED METROPOLITAN DISTRICT AS FOLLOWS:

1. The District adopts the Special Districts Records Management Manual, as amended, as the District’s minimum standard for the retention and destruction of its Records.

2. No Records may be destroyed pursuant to the Special Districts Records Management Manual if the Records pertain to any pending legal case, claim, action or audit involving the District, or if the Board determines that certain Records should otherwise be retained.

3. The destruction of any Records shall be done using secure methods of destruction to protect any confidential or personal identifying information.

APPROVED AND ADOPTED this ___ day of _____, 2024.

EAST CREEK CONSOLIDATED
METROPOLITAN DISTRICT

By: _____

President, Board of Directors

ATTEST:

By: _____

Name: _____

Secretary/Assistant Secretary

DRAFT

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
EAST CREEK CONSOLIDATED METROPOLITAN DISTRICT**

A Resolution Providing for the Defense and Indemnification of Directors and Employees of the District

Recitals

A. The East Creek Consolidated Metropolitan District is a quasi-municipal corporation and political subdivision of the State of Colorado organized pursuant to the Colorado Special District Act, article 1, Title 32, C.R.S.; and

B. Past and present directors and employees of East Creek Consolidated Metropolitan District (the “**District**”) may be subject to claims arising from acts or omissions occurring during the performance of their governmental duties; and

C. The District desires to encourage persons to serve on its Board of Directors and accept employment with the District, by defending and indemnifying such persons against liability for acts or omissions occurring during the performance of their governmental duties; and

D. It is in the best interest of the District and its inhabitants to defend and indemnify its directors and employees against liability for acts and omissions which occur within their Scope of Employment and for which such defense and indemnification is not otherwise provided by Colorado law.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EAST CREEK CONSOLIDATED METROPOLITAN DISTRICT AS FOLLOWS:

1. Definitions. For purposes of this resolution, the terms below shall be defined as follows:

a. Director: includes current and former directors of the District, from the date of organization, and directors who are appointed or elected to the board hereafter, who are sued for acts or omissions occurring during their term as a director of the District.

b. Employee: includes current and former employees of the District, from the date of organization, and employees employed in the future, who are sued for acts or omissions occurring during their employment with the District.

c. Scope of Employment: an act or omission of a director or employee of the District is within the “scope of employment” if it reasonably relates to the business or affairs of the District and the director acted in good faith and in a manner a reasonable person would have believed to be in the best interests of the District. In addition to other acts or omissions which are not within the Scope of Employment, all acts or omissions which are a violation of law shall be deemed not to be within the Scope of Employment.

2. Tort Actions Governed by the Colorado Governmental Immunity Act.

a. The District shall pay, in accordance with §§ 24-10-110, et seq. C.R.S., as amended from time to time (the “**Governmental Immunity Act**”), the costs of defense of and settlements and judgments against a director or employee of the District, including reasonable attorney fees, where the action lies or could lie in tort, including any such action brought pursuant to federal law in any court of this State. As a prerequisite to such payment, the director or employee must furnish the District with an affidavit stating that: (1) the action against him/her is not purely personal, and (2) to his/her reasonable belief, the act or omission upon which the claim is based occurred within the Scope of Employment. The director or employee shall also be required to comply with all relevant provisions of the Governmental Immunity Act, including but not limited to, provision of timely notice to the District of claims in accordance with such Act. However, the District shall not pay such judgments and shall seek reimbursement from the director or employee for the reasonable costs of his/her defense, including reasonable attorney fees, where it is determined by a court of competent jurisdiction that the injuries did not arise out of an act or omission of the director or employee occurring during his/her term or employment with the District and within the Scope of Employment.

b. The District does not waive the notice requirements of its directors and employees as set forth in § 24-10-110(2), C.R.S.

3. Other Actions Except Criminal. The District hereby agrees to pay the costs of defense and settlements and judgments against its directors and employees, including reasonable attorneys’ fees and costs, for all other actions, including but not limited to, actions which lie or could lie in contract, or arise under state or federal laws and is not governed by § 24-10-110, C.R.S., except for criminal actions. As a prerequisite to such payment, the director or employee must furnish the District with an affidavit stating that: (1) the action against him/her is not purely personal, and (2) to his/her reasonable belief, the act or omission upon which the claim is based occurred within the Scope of Employment. The District shall not pay such judgments and shall be reimbursed by the director or employee for the reasonable costs of his/her defense, including reasonable attorney fees, where it is determined by a court of competent jurisdiction that the injuries did not arise out of an act or omission of the director or employee occurring during his/her term or employment with the District and within the Scope of Employment.

4. Criminal Actions. The District hereby agrees to pay the costs of defense, including reasonable attorneys’ fees and costs, and any fines or penalties assessed, where a criminal action is brought against its directors or employees for acts or omissions occurring during their term or employment with the District and within the Scope of Employment. As a prerequisite to such payment, the director or employee must furnish the District with an affidavit stating that: (1) the action against him/her is not purely personal, (2) to his/her reasonable belief, the act or omission upon which the claim is based occurred within the Scope of Employment, and (3) he/she had no reasonable cause to believe his/her conduct was unlawful. However, the District shall not pay such fines or penalties and shall be reimbursed by the director or employee for the reasonable costs of his/her defense, including reasonable attorney fees, where it is determined by a court of competent jurisdiction that:

a. The injuries did not arise out of an act or omission of the director or employee occurring during his/her term or employment with the District and within the Scope of Employment; or

b. The employee or director had reasonable cause to believe his/her conduct was unlawful.

5. Additional Provisions. The following provisions shall apply to any of the actions discussed in Sections 2, 3 and 4 above:

a. Consent to Compromise or Settlement. The District shall pay no judgment or settlement of claims against its director or employee where the latter has compromised or settled the claim without the District's written consent.

b. Legal Representation of the Director or Employee. The District's legal counsel shall serve as counsel to the director or employee, unless it appears to such counsel that the interests of the District and the director or employee may be adverse. In the latter event, the director or employee may select separate counsel to be approved in writing by the District. The director or employee shall cooperate with the District and its legal counsel in this defense.

c. Director's or Employee's Costs. The District shall not be responsible for costs to its directors or employees associated with time spent in giving depositions, testifying or otherwise cooperating with their defense.

6. No Waiver of Sovereign Immunity. By the adoption of this Resolution, the District does not waive its defense of sovereign immunity as to any action.

7. No Waiver of Insurance Coverage. The approval and adoption of this Resolution shall not constitute a waiver by the District of insurance coverage with respect to any liability covered by this Resolution. The Resolution shall render the District secondarily liable in the event the District's insurance does cover such liability and the conditions of this Resolution are met.

8. Liberal Construction. The purpose of this Resolution is to protect directors and employees of the District against personal liability for their actions taken on behalf of the District and reasonably believed to be in the best interest of the District. Therefore, it is the intent of the District that this Resolution be liberally construed in favor of protection of such directors and employees.

9. Invalidation. 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 circumstance, 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.

10. Renewal of Indemnifications. All obligations of the District described in this Resolution automatically renew each January 1st and are subject to annual appropriation of the District.

ADOPTED AND APPROVED this ____ day of _____, 2024.

EAST CREEK CONSOLIDATED
METROPOLITAN DISTRICT

By: _____

President, Board of Directors

ATTEST:

By: _____

Name: _____

Secretary or Assistant Secretary

DRAFT

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
EAST CREEK CONSOLIDATED METROPOLITAN DISTRICT**

Website Accessibility Plan and Policy

A. The East Creek Consolidated Metropolitan District (the “**District**”) maintains a website accessible to the public providing information about the District, including the information required by § 32-1-104.5(3), C.R.S.; and

B. To ensure the District’s website is accessible to as many members of the public as possible, the District desires to adopt a plan and policy setting forth its intent that its website comply with the website accessibility standards as set forth by the Colorado Office of Information Technology (“**OIT**”) no later than July 1, 2024 as required by §§ 24-82-802(1)(c) and 24-85-103(2.5), C.R.S.

NOW THEREFORE, be it resolved by the Board of Directors of the East Creek Consolidated Metropolitan District as follows:

1. Policy. The District adopts the W3C Web Content Accessibility Guidelines (“**WCAG**”) 2.1 AA as adopted and approved by the OIT as its minimum standard of accessibility for its website, or such other guidelines as later adopted by the OIT.

2. Plan. To help ensure that the District’s website complies with the WCAG standards no later than July 1, 2024, the District adopts the following plan:

a. Responsibility. The District designates its manager or person delegated with responsibility for the District’s website as the responsible party for ensuring the District’s website meets the accessibility requirements.

b. Evaluation. The District designates its manager or person delegated with responsibility for the District’s website to review and test the District’s website for compliance with accessibility requirements no less than once-per-year.

c. Skills. The District will, when hiring employees or contractors for technology related roles, consider the applicants familiarity with and skills to implement accessibility requirements.

d. Communication and Support Process. The District designates its manager or person delegated with responsibility for the District’s website to be the contact person for the reporting of any accessibility issues and be responsible for resolving the accessibility issue.

e. Technology Contracts. The District directs its managers and consultants to ensure that contracts for technology-based products or services include requirements for the contractor to provide services and/or products that meet accessibility requirements.

f. Software Development Lifecycle. The District directs its managers and consultants to ensure that accessibility requirements are incorporated into ongoing events and

projects and that accessibility requirements are considered during the entire lifecycle of the event and project.

3. Notice. Provide the following notice on the District's website home page:

The East Creek Consolidated Metropolitan District is committed to ensuring that this website is accessible to all people, including those with disabilities. We strive to ensure all the pages on our website meet W3C WAI's Web Content Accessibility Guidelines 2.1, Level AA. However, if any person should have problems accessing content on our site, please contact the District using the Contact Us Page.

[Remainder of Page Intentionally Left Blank]

DRAFT

ADOPTED AND APPROVED this ___ day of _____, 2024.

**EAST CREEK CONSOLIDATED
METROPOLITAN DISTRICT**

Name: _____

Title: _____

Attest:

Secretary/Assistant Secretary

DRAFT

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
EAST CREEK CONSOLIDATED METROPOLITAN DISTRICT**

Colorado Open Records Act Rules and Policy

Recitals

A. The East Creek Consolidated Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Aurora, Arapahoe County, Colorado; and

B. As a governmental entity, the District is subject to and must comply with the Colorado Open Records Act, §§ 24-72-200.1-206, C.R.S. (“**CORA**”); and

C. CORA permits the adoption of policies specifying the applicable conditions concerning the research and retrieval of public records, including the imposition of a research and retrieval fee; and

D. To provide guidance to persons who submit requests for public records to the District pursuant to CORA, the District desires to adopt a policy regarding requests for public records and the research and retrieval fees that apply when responding to CORA requests.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE EAST CREEK CONSOLIDATED METROPOLITAN DISTRICT AS FOLLOWS:

1. The District’s Board of Directors adopts the “Policy Regarding Requests for Public Records – Research and Retrieval” attached as **Exhibit A**.

2. The CORA Policy adopted pursuant to this resolution shall supersede any and all prior CORA policies of the District.

ADOPTED AND APPROVED this ___ day of _____, 2024.

**EAST CREEK CONSOLIDATED
METROPOLITAN DISTRICT**

Name: _____

Title: _____

Attest:

Secretary/Assistant Secretary

EXHIBIT A

Policy Regarding Requests for Public Records; Research and Retrieval Fees; Costs

Requesting Public Records

Requests for public records must be submitted to and received by the designated records custodian at pripko@sdmsi.com. Records requests must be in writing and clearly state that they are a request for records under the Colorado Open Records Act. General emails to the District or inquiries or requests on the District's website or social media sites will not be treated as records requests under CORA.

All requests must contain the following information:

1. Description of the records being requested. Describe the request as specifically as possible. If you are uncertain about which records contain the information you are seeking, provide a description of the type of information you are searching for, including date ranges.
2. If photocopies or electronic copies are being sought, your contact information and preferred method of delivery of the records.

Limitations

The District will only produce those documents as permitted by CORA. Documents that are prohibited from disclosure under CORA will not be released.

Fees and Costs

Fees for research and retrieval of public records may be imposed at the discretion of the records custodian as follows:

| | |
|----------------------|---|
| First Hour | No Charge |
| Each additional hour | \$33.58 per hour |
| Copying Fee | <ul style="list-style-type: none">• \$0.25 per standard 8 ½ x 11 inch page• Actual costs for non-standard sizes• The per-page fee shall not apply to records provided in a digital or electronic format |
| Other Fees | <ul style="list-style-type: none">• Costs as permitted by statute |

Hourly research and retrieval fees may be adjusted for inflation pursuant to § 24-72-205(b), C.R.S. Other fees may be imposed at the discretion of the records custodian consistent with the provisions of CORA.

If any fees and costs are due, documents will not be provided until full payment is made or arrangements for payment is made.

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
EAST CREEK CONSOLIDATED METROPOLITAN DISTRICT**

Public Comment Policy

Recitals

A. The East Creek Consolidation Metropolitan District (the “**District**”) is a special district in Arapahoe County, Colorado, organized pursuant to Article 1 of Title 32, Colorado Revised Statutes, known as the Special District Act; and

B. As a local government, the District is subject to the Colorado Open Meetings Law, §§ 24-6-401 to -402, C.R.S.; and

C. The Colorado Open Meetings Law requires that all meetings where public business is discussed or at which any formal action may be taken are public meetings open to the public; and

D. In order to facilitate public input regarding public business, the District wishes to provide a “Public Comment” period on its agenda during public meetings; and

E. To ensure fairness for all persons who wish to make comments to the District’s Board of Directors (the “**Board**”) during public meetings and to ensure the timely and orderly discussion of District business, the Board desires to adopt rules related to the public comment period; and

NOW THEREFORE, THE BOARD OF DIRECTORS OF EAST CREEK CONSOLIDATED METROPOLITAN DISTRICT RESOLVES AS FOLLOWS:

The following Public Comment Rules are adopted, effective as of the date of adoption:

1. Public Comment Agenda Item: A public comment period may be provided on the agenda at every public meeting.

2. Sign-In: Any person desiring to address the Board must sign a Public Comment Sign-in Sheet with name and address, or provide such information in writing to be included in the meeting minutes.

3. Order of Comment: Individuals will be called to comment in the order in which they have signed-in. The President of the Board of Directors may alter the order of the speakers in the event of special circumstances as determined in the President’s sole discretion.

4. Time for Comment:

a. Each individual will be allowed three minutes to address the Board. The Board may, by majority vote, allow additional time in the event of special circumstances as determined in the Board’s sole discretion.

b. The total amount of time for public comment at any meeting shall not exceed thirty minutes.

5. Conduct During Public Comment: The Board of Directors acts as a body. Individual Directors have no power or authority to act on behalf of the District. Accordingly:

a. Speakers should provide their full name at the beginning of their comment period.

b. Speakers should not address nor engage in dialogue with individual Directors during the public comment period. All comments shall be made to the Board.

c. Speakers should not be offended if specific questions are not answered by the Board of Directors. Acting as a Board, the Directors may consider comments and questions, and direct consultants to provide information at the meeting or at a future meeting as appropriate.

d. In order to respect the time allotted for all speakers, Directors will endeavor to not engage individual speakers in dialogue nor ask or answer questions during the presentation.

e. Comments shall not contain vulgar or offensive language. At the discretion of the President of the Board of Directors, speakers who continue to use vulgar or offensive language will have their comment period ended and may be asked to leave the meeting.

ADOPTED AND APPROVED this ___ day of _____, 2024.

**EAST CREEK CONSOLIDATED
METROPOLITAN DISTRICT**

Name: _____

Title: _____

Attest:

Secretary/Assistant Secretary

May 31, 2024

East Creek Consolidated Metropolitan District
c/o Special District Management Services, Inc.
Ms. Peggy Ripko, District Manager
141 Union Boulevard, Suite 150
Lakewood, CO 80228

Re: General Legal Counsel – East Creek Consolidated Metropolitan District
Engagement for Legal Services

Dear Board of Directors:

Thank you for retaining Erb Law, LLC (the “**Firm**”) to provide legal services to East Creek Consolidated Metropolitan District (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 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, as well as those additional legal services agreed to between the District and the Firm.

Jeffrey Erb will be the attorney primarily responsible for your matters. 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 rates are as follows: Mr. Erb/\$400 per hour; and Ms. Fleming/\$175 per hour. These rates are subject to change at the beginning 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

A handwritten signature in black ink, appearing to read "Jeffrey E. Erb", with a stylized flourish at the end.

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 CONSOLIDATED
METROPOLITAN DISTRICT

Print Name: _____

Title: _____

Date: _____