

# 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 REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Greg Wright	President	2025/May 2025
Martin Corley	Treasurer	2025/May 2025
Cameron Nelson	Assistant Secretary	2023/May 2023
<i>VACANT</i>		2023/May 2023
<i>VACANT</i>		2025/May 2023

Peggy Ripko Secretary

DATE: October 24, 2022

TIME: 5:00 P.M.

PLACE: VIA ZOOM If you experience technical difficulties, email Peggy Ripko at [pripko@sdmsi.com](mailto: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 and posting of meeting notice.

---

C. Review and approve Minutes of the June 23, 2022 and the July 19, 2022 special meetings (enclosures).

---

D. Discuss vacancies on the Board and consider the appointment of eligible electors to the Board of Directors. Administer Oath(s) of Office.

---

E. Discuss business to be conducted in 2023 and location (**virtual and/or physical**) of meetings. Review and consider approval of Resolution No. 2022-10-01; Resolution Establishing 2023 Regular Meeting Dates, Times and Location, and Designating Location for Posting of 24-Hour Notice (enclosure).

---

F. Discuss §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2023.

---

II. PUBLIC COMMENTS (Items Not on the Agenda. As a courtesy to others, public comments 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. Review and ratify the approval of the payment of claims as follows (enclosures):

<b>Fund</b>	Period Ending June 30, 2022	Period Ending July 31, 2022	Period Ending Aug. 31, 2022	Period Ending Sept. 30, 2022
General	\$ 9,175.68	\$ 25,000.82	\$ 24,569.59	\$ 38,219.12
Debt Service	\$	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
<b>Total Claims</b>	<b>\$ 9,175.68</b>	<b>\$ 25,000.82</b>	<b>\$ 24,569.59</b>	<b>\$ 38,219.12</b>

---

B. Review and accept unaudited financial statements for the period ending September 30, 2022 and the cash position statement for the period ending September 30, 2022 (enclosure).

---

C. Consider engagement of Schilling & Company, Inc. to prepare the 2022 Audit for an amount not to exceed \$\_\_\_\_\_.

---

D. Discuss and consider adoption of Third Amended and Restated Resolution Regarding the Imposition of District Fees (enclosure).

---

E. Conduct Public Hearing to consider Amendment to 2022 Budget and if necessary, consider adoption of Resolution to Amend the 2022 Budget and Appropriate Expenditures, if necessary.

---

F. Conduct Public Hearing on the proposed 2023 Budget and consider adoption of Resolution to Adopt the 2023 Budget and Appropriate Sums of Money and Set Mill Levies for General Fund \_\_\_\_\_, Debt Service Fund \_\_\_\_\_, and Other Fund(s) \_\_\_\_\_ for a total mill levy of \_\_\_\_\_ (enclosures – Preliminary Assessed Valuation, draft 2023 Budget, and Resolutions).

---

G. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

---

H. Consider adoption of Resolution No. 2022-10-\_\_; Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan (enclosure).

---

#### IV. LEGAL MATTERS

A. Review and consider adoption of Resolution Calling May 2, 2023 Election for Directors, appointing Designated Election Official (“DEO”) and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election. Self-Nomination Forms are due by February 24, 2023 (enclosure). Discuss the need for ballot issues and/or questions.

---

#### V. COMMUNITY MANAGERS REPORT / COVENANT MATTERS

A. Landscape Maintenance.

---

1. Consider approval of Service Agreement for Landscape Maintenance Services between the District and Consolidated Divisions, Inc. (to be distributed).

---

2. Consider approval of Service Agreement for Snow Removal Services between the District and Consolidated Divisions, Inc. (enclosure).

---

#### VI. OTHER BUSINESS

A. \_\_\_\_\_

VII. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2022.**

Additional Enclosures:

- Notice of rate increase from Special District Management Services, Inc.
- 2023 Notice of Legal Services and Fee Summary from Altitude Community Law
- Notice of rate increase from McGeady Becher PC

# RECORD OF PROCEEDINGS

---

## MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE EAST CREEK METROPOLITAN DISTRICT NO. 1 (THE “DISTRICT”) HELD JUNE 23, 2022

A special meeting of the Board of Directors of the East Creek Metropolitan District No. 1 (the “District”) was convened on Thursday, June 23, 2022 at 3:00 p.m. This District Board Meeting was held via Zoom (neither District Representative nor the general public) attending in-person. The meeting was open to the public via Zoom.

---

**Directors In Attendance Were:**

Greg Wright  
Cameron Nelson  
Martin Corley

**Also In Attendance Were:**

Peggy Ripko; Special District Management Services, Inc. (“SDMS”)

Paula Williams, Esq.; McGeady Becher P.C.

Dawn Schilling; Schilling & Company, Inc.

---

**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 conflict 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**

**Agenda:** The Board reviewed the proposed Agenda for the District’s special meeting.

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

## RECORD OF PROCEEDINGS

---

**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.

**Designation of 24-hour Posting Location:** 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.

**Results of May 3, 2022 Regular Election:** Ms. Ripko discussed with the Board the results of the May 3, 2022 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 Directors Nelson was elected for a one-year term ending May 2, 2023 and Directors Wright and Corley were each deemed elected to a three-year term ending May 6, 2025.

**Vacancies on the Board:** The Board discussed the vacancies on the Board and noted that there were no District eligible electors interested in serving on the Board at this time.

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

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

President	Greg Wright
Treasurer	Martin Corley
Secretary	Peggy Ripko
Assistant Secretary	Cameron Nelson

**Minutes:** The Board reviewed the minutes of the March 28, 2022 regular meeting.

Following discussion, upon motion duly made by Director Nelson, seconded by Director Corley and, upon vote, unanimously carried, the Board approved the

## RECORD OF PROCEEDINGS

---

minutes of the March 28, 2022 special meeting.

\_\_\_\_\_

**PUBLIC COMMENT** There was no public comment.

\_\_\_\_\_

### **FINANCIAL MATTERS**

**Claims:** The Board considered the ratification of approval of the payment of claims as follows:

<b>Fund</b>	<b>Period Ending April 30, 2022</b>	<b>Period Ending May 31, 2022</b>
General	\$ 19,850.99	\$ 17,798.33
Debt Service	\$ 7,000.00	\$ -0-
Capital Projects	\$ -0-	\$ -0-
<b>Total Claims</b>	<b>\$ 26,850.99</b>	<b>\$ 17,798.33</b>

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.

**Financial Statements and Schedule of Cash Position:** Ms. Ripko presented to the Board the unaudited financial statements dated March 31, 2022.

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 dated March 31, 2022.

**2021 Audit:** Ms. Schilling reviewed with the Board the 2021 Audit.

Following review, upon motion duly made by Director Nelson, seconded by Director Wright and, upon vote unanimously carried, the Board approved the 2021 Audit and authorized the execution of the Representations Letter, subject a 2021 Budget Amendment and final legal review.

\_\_\_\_\_

**LEGAL MATTERS** There were no legal matters to discuss at this time.

\_\_\_\_\_

### **COMMUNITY MANAGEMENT**

**Landscape Maintenance Services:** The Board discussed challenges with the District's landscaping; Ms. Ripko stated that all irrigation leaks repaired.

**Resident Fencing:** Ms. Ripko reported that the City of Aurora will not allow privacy fences backing to open space.

## RECORD OF PROCEEDINGS

---

**Park Rules:** The Board reviewed and approved rules for park use.  
\_\_\_\_\_

**OTHER BUSINESS**

There was no other business to discuss at this time.  
\_\_\_\_\_

**ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made, seconded and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting



## RECORD OF PROCEEDINGS

---

### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE EAST CREEK METROPOLITAN DISTRICT NO. 1 (THE "DISTRICT") HELD JULY 19, 2022

A special meeting of the Board of Directors of the East Creek Metropolitan District No. 1 (the "District") was convened on Tuesday, July 19, 2022 at 4:00 p.m. This District Board Meeting was held via Zoom (neither District Representative nor the general public) attending in-person. The meeting was open to the public via Zoom.

---

**Directors In Attendance Were:**

Greg Wright  
Cameron Nelson

Following discussion, upon motion duly made by Director Wright, seconded by Director Nelson and, upon vote, unanimously carried, the absence of Director Martin Corley was excused.

**Also In Attendance Were:**

Peggy Ripko; Special District Management Services, Inc. ("SDMS")

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

---

**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 conflict 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**

**Agenda:** The Board reviewed the proposed Agenda for the District's special meeting.

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

## RECORD OF PROCEEDINGS

---

**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 taxing electors within the District's boundaries.

---

**PUBLIC COMMENT** There was no public comment.

---

### **FINANCIAL MATTERS**

**2021 Budget Amendment Hearing:** The Board opened the public hearing to consider the Resolution to Amend the 2021 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2021 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 public comments were received 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 No. 2022-07-01 to Amend the 2021 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**Third Amended and Restated Resolution Regarding the Imposition of District Fees:** The Board reviewed the proposed Third Amended and Restated Resolution Regarding the Imposition of District Fees.

Following review and discussion, the Board determined to not adopt the proposed Third Amended and Restated Resolution regarding the Imposition of District fees at this time.

---

**LEGAL MATTERS** There were no legal matters to discuss at this time.

---

**COMMUNITY MANAGEMENT** There were no community management matters at this time.

---

**OTHER BUSINESS** There was no other business to discuss at this time.

---

## RECORD OF PROCEEDINGS

---

### **ADJOURNMENT**

There being no further business to come before the Board at this time, upon motion duly made by Director Nelson, seconded by Director Wright and upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

**RESOLUTION NO. 2022-\_\_-\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE EAST CREEK METROPOLITAN DISTRICT NO. 1  
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND  
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the East Creek Metropolitan District No. 1 (the “**District**”), Arapahoe County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

3. That regular meetings of the District Board for the year 2023 shall be held on March \_\_, 2022, June \_\_, 2022, and October \_\_, 2023 at 5:00 p.m. via Zoom.

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

5. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.

7. That the District has established the following District Website, <https://eastcreekmdl1.colorado.gov>, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

8. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) On the corner of S. Airport Boulevard and E. Alameda Drive

9. Special District Management Services, Inc., or his/her designee, is hereby appointed to post the above-referenced notices.

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING  
DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR  
NOTICES]**

RESOLUTION APPROVED AND ADOPTED on October \_\_, 2022.

**EAST CREEK METROPOLITAN  
DISTRICT NO. 1**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

East Creek Metropolitan District No.1

June-22

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
McGeady Becher P.C.	1346W 4-2022	4/30/2022	4/30/2022	\$ 335.00	Legal	1675
Pet Scoop	408153	5/31/2022	6/15/2022	\$ 447.75	Covenant Control/Comm Mgmt	1710
Special Dist Management Srvs	May-22	5/31/2022	5/31/2022	\$ 251.60	Election	1635
Special Dist Management Srvs	May-22	5/31/2022	5/31/2022	\$ 239.03	Miscellaneous	1685
Special Dist Management Srvs	May-22	5/31/2022	5/31/2022	\$ 2,784.00	Covenant Control/Comm Mgmt	1710
Special Dist Management Srvs	May-22	5/31/2022	5/31/2022	\$ 1,184.20	Management	1680
Special Dist Management Srvs	May-22	5/31/2022	5/31/2022	\$ 1,243.20	Accounting	1612
Special Dist Management Srvs	May-22	5/31/2022	5/31/2022	\$ 308.00	Billing & Collection	1721
UNCC	222050506	5/31/2022	5/31/2022	\$ 9.10	Miscellaneous	1685
Waste Management of Denver	7650573-2514-2	6/1/2022	7/1/2022	\$ 2,338.77	Trash and Recycling	1736
Xcel Energy	780671942	5/19/2022	6/9/2022	\$ 13.41	Utilites	1750
Xpress Bill Pay	65708	5/31/2022	6/5/2022	\$ 21.62	Billing & Collection	1721
				\$ 9,175.68		

**East Creek Metropolitan District No.1**  
**June-22**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 9,175.68		\$ -	\$ 9,175.68
<b>Total Disbursements from Checking Acct</b>	<u>\$ 9,175.68</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$ 9,175.68</u>



East Creek Metropolitan District No.1

June-22

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Media Group	103373	7/1/2022	7/1/2022	\$ 38.40	Miscellaneous	1685
Aurora Water	179352 June 2022	6/22/2022	7/12/2022	\$ 203.16	Utilites	1750
Aurora Water	179254 June 2022	6/22/2022	7/12/2022	\$ 2,544.39	Utilites	1750
Aurora Water	179350 June 2022	6/22/2022	7/12/2022	\$ 1,731.25	Utilites	1750
CDI Consolidated Division, Inc.	2004927	6/1/2022	6/1/2022	\$ 2,522.93	Landscaping	1730
CDI Consolidated Division, Inc.	2004928	6/30/2022	7/15/2022	\$ 2,522.93	Landscaping	1730
McGeady Becher P.C.	1346W 5-2022	5/31/2022	5/31/2022	\$ 357.50	Legal	1675
Pet Scoop	415178	6/30/2022	7/15/2022	\$ 447.75	Covenant Control/Comm Mgmt	1710
Schilling & Company, Inc	13019	6/23/2022	6/23/2022	\$ 5,000.00	Audit	1615
Special Dist Management Srvs	Jun-22	6/30/2022	6/30/2022	\$ 88.80	Election	1635
Special Dist Management Srvs	Jun-22	6/30/2022	6/30/2022	\$ 128.90	Miscellaneous	1685
Special Dist Management Srvs	Jun-22	6/30/2022	6/30/2022	\$ 2,350.00	Covenant Control/Comm Mgmt	1710
Special Dist Management Srvs	Jun-22	6/30/2022	6/30/2022	\$ 1,933.00	Management	1680
Special Dist Management Srvs	Jun-22	6/30/2022	6/30/2022	\$ 1,628.00	Accounting	1612
Special Dist Management Srvs	Jun-22	6/30/2022	6/30/2022	\$ 308.00	Billing & Collection	1721
Top Gun Facility Services	113834	6/14/2022	7/14/2022	\$ 795.00	Miscellaneous	1685
UNCC	222060513	6/30/2022	6/30/2022	\$ 13.00	Miscellaneous	1685
Waste Management of Denver	7695227-2514-2	7/1/2022	7/31/2022	\$ 2,360.82	Trash and Recycling	1736
Xcel Energy	784722474	6/20/2022	7/11/2022	\$ 13.69	Utilites	1750
Xpress Bill Pay	66437	6/30/2022	7/5/2022	\$ 13.30	Billing & Collection	1721
				\$ 25,000.82		

East Creek Metropolitan District No.1  
June-22

	General	Debt	Capital	Totals
Disbursements	\$ 25,000.82		\$ -	\$ 25,000.82
<b>Total Disbursements from Checking Acct</b>	<b>\$ 25,000.82</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 25,000.82</b>

East Creek Metropolitan District No.1

August-22

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Abduselam Abraham	81022 Reimbursement	8/10/222	8/10/2022	\$840.00	Accounts Receivable	1142
Aurora Water	179352 July 2022	7/20/2022	8/9/2022	\$ 559.12	Utilites	1750
Aurora Water	179350 July 2022	7/20/2022	7/21/2022	\$ 2,707.09	Utilites	1750
Aurora Water	179254	7/20/2022	7/21/2022	\$ 6,626.95	Utilites	1750
CDI Consolidated Division, Inc.	2005055	6/30/2022	6/30/2022	\$ 2,606.32	Landscaping	1730
McGeady Becher P.C.	1346W 6-2022	6/30/2022	6/30/2022	\$ 3,431.10	Legal	1675
Pet Scoop	421211	7/31/2022	8/15/2022	\$ 398.00	Covenant Control/Comm Mgmt	1710
Special Dist Management Srvs	Jul-22	7/31/2022	7/31/2022	\$ 44.40	Election	1635
Special Dist Management Srvs	Jul-22	7/31/2022	7/31/2022	\$ 245.66	Miscellaneous	1685
Special Dist Management Srvs	Jul-22	7/31/2022	7/31/2022	\$ 1,730.00	Covenant Control/Comm Mgmt	1710
Special Dist Management Srvs	Jul-22	7/31/2022	7/31/2022	\$ 1,202.20	Management	1680
Special Dist Management Srvs	Jul-22	7/31/2022	7/31/2022	\$ 1,050.80	Accounting	1612
Special Dist Management Srvs	Jul-22	7/31/2022	7/31/2022	\$ 674.40	Billing & Collection	1721
UNCC	222070501	7/31/2022	7/31/2022	\$ 6.50	Miscellaneous	1685
Waste Management of Denver	7742458-2514-6	8/1/2022	8/31/2022	\$ 2,374.27	Trash and Recycling	1736
Xcel Energy	788596589	7/19/2022	8/8/2022	\$ 14.03	Utilites	1750
Xpress Bill Pay	67169	7/31/2022	8/5/2022	\$ 58.75	Billing & Collection	1721

\$24,569.59

East Creek Metropolitan District No.1  
August-22

	General	Debt	Capital	Totals
Disbursements	\$ 24,569.59		\$ -	\$ 24,569.59
<b>Total Disbursements from Checking Acct</b>	<b>\$ 24,569.59</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 24,569.59</b>

East Creek Metropolitan District No.1

September-22

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Aurora Water	179254	December 2021	12/21/2021	1/10/2022	\$ -	Utilites 1750
Aurora Water	179350	August 2022	8/19/2022	9/8/2022	\$ 3,340.90	Utilites 1750
Aurora Water	179352	August 2022	8/19/2022	9/18/2022	\$ 620.35	Utilites 1750
Aurora Water	179350	December 2021	12/21/2021	1/10/2022	\$ -	Utilites 1750
Aurora Water	179352	December 2021	12/21/2021	1/10/2022	\$ -	Utilites 1750
Aurora Water	179254	August 2022	8/19/2022	9/8/2022	\$ 8,368.94	Utilites 1750
Backflow Consulting Testing and Repair, Inc.	12457749		8/19/2022	8/19/2022	\$ 240.00	Miscellaneous 1685
CDI Consolidated Division, Inc.	2005230		7/1/2022	7/1/2022	\$ 11,250.00	Landscaping 1730
CDI Consolidated Division, Inc.	2005161		7/31/2022	8/15/2022	\$ 2,522.93	Landscaping 1730
Colorado Special Districts P&L Pool	23WC-61626-0077		8/26/2022	8/26/2022	\$ 450.00	Prepaid Expenses 1143
McGeady Becher P.C.	1346W 7-2022		7/31/2022	7/31/2022	\$ 2,579.00	Legal 1675
Pet Scoop	425650		8/31/2022	9/15/2022	\$ 447.75	Covenant Control/Comm Mgmt 1710
Special Dist Management Srvs	Aug-22		8/31/2022	8/31/2022	\$ 163.38	Miscellaneous 1685
Special Dist Management Srvs	Aug-22		8/31/2022	8/31/2022	\$ 3,010.00	Covenant Control/Comm Mgmt 1710
Special Dist Management Srvs	Aug-22		8/31/2022	8/31/2022	\$ 1,273.40	Management 1680
Special Dist Management Srvs	Aug-22		8/31/2022	8/31/2022	\$ 1,110.00	Accounting 1612
Special Dist Management Srvs	Aug-22		8/31/2022	8/31/2022	\$ 434.00	Billing & Collection 1721
UNCC	222080496		8/31/2022	8/31/2022	\$ 5.20	Miscellaneous 1685
Waste Management of Denver	7167518-2514-3		8/2/2021	9/1/2021	\$ -	Trash and Recycling 1736
Waste Management of Denver	7787828-2514-6		9/1/2022	10/1/2022	\$ 2,365.98	Trash and Recycling 1736
Xcel Energy	792619150		8/17/2022	8/17/2022	\$ 13.86	Utilites 1750
Xpress Bill Pay	67908		8/31/2022	9/5/2022	\$ 23.43	Billing & Collection 1721
					\$ 38,219.12	

East Creek Metropolitan District No.1  
September-22

	General	Debt	Capital	Totals
Disbursements	\$ 38,219.12		\$ -	\$ 38,219.12
<b>Total Disbursements from Checking Acct</b>	<b>\$ 38,219.12</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$ 38,219.12</b>

**EAST CREEK METROPOLITAN DISTRICT NO. 1**  
**Schedule of Cash Position**  
**September 30, 2022**

	<b>Rate</b>	<b>Operating</b>	<b>Debt Service</b>	<b>Total</b>
<b>Checking:</b>				
Cash in Bank-1st Bank		\$ -	\$ 402,519.31	\$ 402,519.31
<b>Trustee:</b>				
UMB Sr. Bond Fund 149658.1		-	515.94	515.94
UMB Reserve Fund 149658.2		-	322,166.11	322,166.11
UMB Surplus Fund 149658.3		-	16,120.26	16,120.26
UMB XS Proc. Redemp. Fd. 658.6		-	261.11	261.11
UMB Sub Bd Fd UnRest 659.1		-	1,231.56	1,231.56
<b>TOTAL FUNDS:</b>		\$ -	\$ 742,814.29	\$ 742,814.29

**2022 Mill Levy Information**

Certified General Fund Mill Levy	11.132
Certified Debt Service Fund Mill Levy	55.664
Certified ARI Mill Levy	1.113
Total Certified Mill Levy	67.909

**Board of Directors**

Greg Wright  
Martin Corley  
Cameron Nelson  
Peggy Ripko

\*authorized signer on checking account

**EAST CREEK METROPOLITAN DISTRICT NO. 1**

**FINANCIAL STATEMENTS**

**September 30, 2022**



**EAST CREEK METROPOLITAN DISTRICT NO. 1**  
**COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS**  
**September 30, 2022**

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECTS</u>	<u>FIXED ASSETS</u>	<u>LONG-TERM DEBT</u>	<u>TOTAL</u>
<b>Assets</b>						
Cash in Bank-1st Bank	\$ -	\$ 402,519	\$ -	\$ -	\$ -	\$ 402,519
Xpress Deposit Account	70	-	-	-	-	70
Property Taxes Receivable	42	186	-	-	-	228
Accounts Receivable	11,332	-	-	-	-	11,332
Prepaid Expenses	450	-	-	-	-	450
UMB Sr. Bond Fund 149658.1	-	516	-	-	-	516
UMB Reserve Fund 149658.2	-	322,166	-	-	-	322,166
UMB Surplus Fund 149658.3	-	16,120	-	-	-	16,120
UMB XS Proc. Redemp. Fd. 658.6	-	261	-	-	-	261
UMB Sub Bd Fd UnRest 659.1	-	1,232	-	-	-	1,232
Total Current Assets	<u>11,894</u>	<u>743,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>754,894</u>
<b>Other Debits</b>						
Amount in Debt Service Fund	-	-	-	-	742,814	742,814
Amount to be Provided for Debt	-	-	-	-	4,065,578	4,065,578
Total Other Debits	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,808,392</u>	<u>4,808,392</u>
<b>Capital Assets</b>						
Land and Improvements	-	-	-	1,080,201	-	1,080,201
Capital Assets - Depreciable	-	-	-	1,354,171	-	1,354,171
Accumulated Depreciation	-	-	-	(128,334)	-	(128,334)
Total Capital Assets	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,306,038</u>	<u>-</u>	<u>2,306,038</u>
<b>Total Assets</b>	<u>\$ 11,894</u>	<u>\$ 743,000</u>	<u>\$ -</u>	<u>\$ 2,306,038</u>	<u>\$ 4,808,392</u>	<u>\$ 7,869,325</u>
<b>Liabilities</b>						
Accounts Payable	\$ 35,140	\$ -	\$ -	\$ -	\$ -	\$ 35,140
Bonds Payable 2019A	-	-	-	-	3,781,000	3,781,000
Bonds Payable 2019B	-	-	-	-	534,000	534,000
Developer Advances - Capital	-	-	-	-	377,063	377,063
Accrued Interest - Dev Adv Cap	-	-	-	-	49,256	49,256
Developer Advance - Operations	-	-	-	-	52,273	52,273
Accrued Interest - Dev Adv Ops	-	-	-	-	14,801	14,801
Total Liabilities	<u>35,140</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,808,392</u>	<u>4,843,533</u>
<b>Deferred Inflows of Resources</b>						
Deferred Property Taxes	42	186	-	-	-	228
Total Deferred Inflows of Resources	<u>42</u>	<u>186</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>228</u>
<b>Fund Balance</b>						
Investment in Fixed Assets	-	-	-	2,306,038	-	2,306,038
Fund Balance	27,229	534,232	294,300	-	-	855,761
Current Year Earnings	(50,517)	208,582	(294,300)	-	-	(136,235)
Total Fund Balances	<u>(23,288)</u>	<u>742,814</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,025,564</u>
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balance</b>	<u>\$ 11,894</u>	<u>\$ 743,000</u>	<u>\$ -</u>	<u>\$ 2,306,038</u>	<u>\$ 4,808,392</u>	<u>\$ 7,869,325</u>

**EAST CREEK METROPOLITAN DISTRICT NO. 1**  
**Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual**  
**General Fund**  
**For the 9 Months Ending**  
**September 30, 2022**

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
<b>Revenues</b>					
Property Tax Revenue	\$ 24,382	\$ 54,881	\$ 54,919	\$ (38)	99.9%
Specific Ownership Taxes	897	2,313	3,295	(982)	70.2%
O& M Fees	53,643	80,670	112,560	(31,890)	71.7%
ARI Fees	2,527	5,718	5,491	227	104.1%
Working Capital	2,730	3,030	-	3,030	-
Interest Income	59	59	-	59	-
Miscellaneous Income	2,080	2,480	-	2,480	-
<b>Total Revenues</b>	<u>86,318</u>	<u>149,152</u>	<u>176,265</u>	<u>(27,113)</u>	<u>84.6%</u>
<b>Expenditures</b>					
Accounting	3,789	10,774	14,000	3,226	77.0%
Audit	5,000	5,000	5,250	250	95.2%
Election	133	385	25,000	24,615	1.5%
Insurance/SDA Dues	-	4,168	5,250	1,083	79.4%
Legal	6,368	10,092	16,000	5,908	63.1%
Management	4,409	11,217	17,000	5,783	66.0%
Miscellaneous	1,957	4,785	2,000	(2,785)	239.2%
Treasurer's Fees	366	823	824	1	99.9%
Covenant Control/Comm Mgmt	8,384	17,461	15,250	(2,211)	114.5%
Drainage	-	-	2,000	2,000	0.0%
Billing & Collection	1,512	4,506	8,000	3,494	56.3%
Landscaping	21,425	38,228	25,080	(13,148)	152.4%
Snow Removal	-	55,216	10,000	(45,216)	552.2%
Fencing	-	-	1,500	1,500	0.0%
Trash and Recycling	7,101	20,521	28,900	8,379	71.0%
Park	-	-	5,000	5,000	0.0%
Utilities	26,744	27,215	7,500	(19,715)	362.9%
Monuments	-	-	1,000	1,000	0.0%
Mailboxes	-	-	750	750	0.0%
Contingency	-	-	10,000	10,000	0.0%
Covenant Enforcement - Legal	-	-	2,500	2,500	0.0%
<b>Total Expenditures</b>	<u>87,187</u>	<u>210,390</u>	<u>202,804</u>	<u>(7,586)</u>	<u>103.7%</u>
Excess (Deficiency) of Revenues Over Expenditures	(868)	(61,239)	(26,539)	(34,700)	
<b>Transfers and Other Sources (Uses)</b>					
Emergency Reserve	-	-	(1,648)	1,648	
ARI Fees	(37)	(314)	(5,491)	5,177	
Transfer to District 2	-	(1,791)	-	(1,791)	
Transfer from District No. 2	1,113	12,826	11,388	1,438	
<b>Total Transfers and Other Sources (Uses)</b>	<u>1,076</u>	<u>10,721</u>	<u>4,249</u>	<u>6,472</u>	
Change in Fund Balance	208	(50,517)	(22,290)	(28,227)	
Beginning Fund Balance	(23,496)	27,229	64,823	(37,594)	
<b>Ending Fund Balance</b>	<u>\$ (23,288)</u>	<u>\$ (23,288)</u>	<u>\$ 42,533</u>	<u>\$ (65,821)</u>	

**EAST CREEK METROPOLITAN DISTRICT NO. 1**  
**Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual**  
**Debt Service Fund**  
**For the 9 Months Ending**  
**September 30, 2022**

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
<b>Revenues</b>					
Property Tax Revenue	\$ 121,921	\$ 274,427	\$ 274,613	\$ (186)	99.9%
Specific Ownership Taxes	4,486	11,567	16,477	(4,910)	70.2%
Interest Income	1,841	2,905	2,500	405	116.2%
<b>Total Revenues</b>	<u>128,249</u>	<u>288,899</u>	<u>293,590</u>	<u>(4,691)</u>	<u>98.4%</u>
<b>Expenditures</b>					
Bond Interest	-	119,438	210,525	91,087	56.7%
Bond Principal	-	279,000	15,000	(264,000)	1860.0%
Paying Agent Fees	84	7,119	7,500	381	94.9%
Treasurer's Fees	1,830	3,885	4,119	234	94.3%
<b>Total Expenditures</b>	<u>1,914</u>	<u>409,442</u>	<u>237,144</u>	<u>(172,298)</u>	<u>172.7%</u>
Excess (Deficiency) of Revenues Over Expenditures	126,335	(120,543)	56,446	(176,989)	
<b>Other Financing Sources (Uses)</b>					
Transfer from Capital Projects	-	294,398	-	294,398	
Transfer From District No. 2	2,781	34,727	35,174	(447)	
<b>Other Financing Sources (Uses)</b>	<u>2,781</u>	<u>329,125</u>	<u>35,174</u>	<u>293,951</u>	
Change in Fund Balance	129,116	208,582	91,620	116,962	
Beginning Fund Balance	616,479	534,232	489,526	44,706	
<b>Ending Fund Balance</b>	<u>\$ 742,814</u>	<u>\$ 742,814</u>	<u>\$ 581,146</u>	<u>\$ 161,668</u>	

**EAST CREEK METROPOLITAN DISTRICT NO. 1**  
**Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual**  
**Capital Projects Fund**  
**For the 9 Months Ending**  
**September 30, 2022**

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
<b>Revenues</b>					
Interest Income	\$ -	\$ 97	\$ -	\$ 97	-
<b>Total Revenues</b>	<u>-</u>	<u>97</u>	<u>-</u>	<u>97</u>	<u>-</u>
<b>Expenditures</b>					
Miscellaneous	-	-	-	-	-
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) of Revenues Over Expenditures	-	97	-	97	
<b>Other Financing Sources (Uses)</b>					
Transfer to Debt Service Fund	-	(294,398)	-	(294,398)	
<b>Other Financing Sources (Uses)</b>	<u>-</u>	<u>(294,398)</u>	<u>-</u>	<u>(294,398)</u>	
Change in Fund Balance	-	(294,300)	-	(294,300)	
Beginning Fund Balance	-	294,300	-	294,300	
<b>Ending Fund Balance</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

**RESOLUTION NO. 2022-10-\_\_\_\_\_**

**THIRD AMENDED AND RESTATED RESOLUTION OF THE BOARD OF  
DIRECTORS OF THE EAST CREEK METROPOLITAN DISTRICT NO. 1  
REGARDING THE IMPOSITION OF DISTRICT FEES**

A. East Creek Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Aurora, Colorado.

B. The District’s boundaries are described in the legal description attached hereto as **Exhibit A**, which legal description may be amended from time to time, pursuant to the inclusion and/or exclusion of property into or from the District (the “**Property**”).

C. The District, pursuant to its Service Plan and the Intergovernmental Agreement with the City of Aurora, is authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance and provide for the operation and maintenance of certain street improvements, safety protection improvements, park and recreation improvements and related irrigation systems, television relay and translator facilities, and mosquito and pest control systems (the “**District Improvements**”).

D. The Property will benefit from the District Improvements and the Districts’ operation and maintenance of the same.

E. The District is authorized pursuant to Section 32-1-1001(1)(j)(I), C.R.S., and its Service Plan to fix fees and charges for capital costs and operation and maintenance costs.

F. The District adopted Resolution No. 2019-04-02 on April 10, 2019 regarding the Imposition of District Fees (the “**Original Resolution**”), which Original Resolution was recorded in the official records of Arapahoe County, Colorado at Reception No. D9039668 on May 1, 2019.

G. The District adopted the Amended and Restated Resolution No. 2019-10-07 on October 28, 2019 regarding the Imposition of District Fees (the “**First Amended and Restated Resolution**”), which First Amended and Restated Resolution was recorded in the official records of Arapahoe County, Colorado, at Reception No. E0087622 on July 16, 2020.

H. The District adopted the Second Amended and Restated Resolution No. 2021-10-05 on November 16, 2019 regarding the Imposition of District Fees (the “**Second Amended and Restated Resolution**”), which Second Amended and Restated Resolution was recorded in the official records of Arapahoe County, Colorado, at Reception No. E1176234 on November 17, 2021.

I. Within the District, there are certain properties, consisting of townhome residences (the “**Townhome Units**”) (meaning residences that are attached to one or more additional units)

that receive additional services (the “**Additional Services**”) not provided to the single family detached residential units within the District boundaries.

J. The Additional Services include, but may not be limited to, front yard landscaping and snow removal on the Townhome Units. The District has determined that, to meet the costs associated with Additional Services, it is necessary to impose an additional Operations and Maintenance Fee on the Townhome Units. Accordingly, the District desires to amend and restate the Second Amended and Restated Resolution in its entirety.

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

1. The Board of Directors hereby finds, determines and declares that it is in the best interests of the District, its inhabitants and taxpayers to exercise its power by imposing the following fees:

(a) Operations Fees.

(i) The Board hereby imposes an Operations and Maintenance Fee (the “**Operations Fee**”) in the amount of \$720.00 per year on each residential lot (each, a “**Lot**”) within the District. The District reserves the right to amend this resolution in the future to increase or decrease the amount of the Operations Fee.

(ii) The Board hereby imposes an additional Operations and Maintenance Fee (the “**Townhome Operations Fee**”) in the amount of \$120.00 per year on each Townhome Unit within the District. The District reserves the right to amend this resolution in the future to increase or decrease the amount of the Townhome Operations Fee.

(1) Notwithstanding the foregoing, owners of Townhome Units who alter their landscaping in a manner that results in removing any need for the District to provide landscaping maintenance will not be subject to the Townhome Operations Fee.

(iii) The Operations Fee shall be paid in quarterly amounts of \$180.00 per calendar quarter and the Townhome Operations Fee shall be paid in quarterly amounts of \$30.00 per calendar quarter. The Operations Fee and the Townhome Operations Fee shall be invoiced on each January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> and due on each January 25<sup>th</sup>, April 25<sup>th</sup>, July 25<sup>th</sup> and October 25<sup>th</sup>.

(iv) An invoice for the Operations Fee and the Townhome Operations Fee payable for each calendar quarter will be mailed to each applicable property owner (“**Owner**”) thirty (30) days prior to the final due date (the “**Bill Date**”), following a five (5) day grace period after the initial due date. If payment in full is not received by the 30<sup>th</sup> day following the Bill Date (the “**Past Due Date**”), the fee is deemed past due and otherwise outstanding. A “Reminder Notice” may be, but is not required to be, sent at such time. Notwithstanding the above, the Owner shall have the right to pay the Operations Fee for said calendar year in one installment on or before January 15<sup>th</sup>, in which event, the Owner shall be entitled to a five percent (5%) discount.

(v) Failure to make payment of any Operations Fee or any Townhome Operations Fee due hereunder shall constitute a default in the payment of such Operations Fees or Townhome Operations Fee. Upon default, Owner shall be responsible for a late payment (“**Late Payment Fee**”) in the amount of \$15.00 per late payment.

(vi) If the Owner does not make payment of all past due amounts, including interest (the “**Delinquent Balance**”), within 60 days from the Past Due Date, the District may deliver to the Owner a Notice of Intent to File a Lien Statement (a “**Lien Notice**”). The Lien Notice shall give notice to the Owner that the District intends to perfect its lien against the Property by recording a Lien Statement in the office of the Arapahoe County Clerk and Recorder if the Delinquent Balance is not paid in full within thirty (30) days after said Lien Notice is served upon Owner by certified mail, return receipt requested, pursuant to Section 38-22-109(3), C.R.S.

(b) Administrative Transfer Fee.

(i) The Board hereby determines that in order to offset administrative costs associated with a transfer of ownership of any dwelling unit located within the Property, the District shall impose an Administrative Transfer Fees (the “**Administrative Transfer Fee**” and, collectively with the Operations Fee and Townhome Operations Fee, the “**Fees**”) in the amount of \$300.00 per Lot and shall be due and payable at the time of any sale, transfer or re-sale of any single-family dwelling unit constructed on a Lot which has a certificate of occupancy.

2. The Fees shall not be imposed on real property actually conveyed or dedicated to non-profit owners’ associations, governmental entities, or utility providers.

3. The Fees shall constitute a statutory and perpetual charge and lien upon the Property pursuant to Section 32-1-1001(1)(j), C.R.S., from the date the same becomes due and payable until paid. The lien shall be perpetual in nature as defined by the laws of the State of Colorado on the Property and shall run with the land and such lien may be foreclosed by the District in the same manner as provided by the laws of Colorado for the foreclosure of mechanics’ liens. This Resolution shall be recorded in the real property records of the Clerk and Recorder of Arapahoe County, Colorado.

4. The District shall be entitled to institute such remedies and collection proceedings as may be authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting Owner shall pay all costs, including attorney fees, incurred by the District in connection with the foregoing. In foreclosing such lien, the District will enforce the lien only to the extent necessary to collect the Delinquent Balance and costs of collection (including, but not limited to, reasonable attorney fees).

5. Judicial invalidation of any of the provisions of the 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 the Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

6. Any inquiries pertaining to the Fees may be directed to the District’s Manager at: Peggy Ripko, Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, phone number: 303-987-0835.

7. This Resolution shall take effect immediately upon its adoption and approval.

**[SIGNATURE PAGE FOLLOWS]**





**EXHIBIT A**

**Legal Description of the Property**

Lots 1 through 13, inclusive, Block 1,  
Lots 1 through 5, inclusive, Block 2,  
Lots 1 through 22, inclusive, Block 3,  
Lots 1 through 24, inclusive, Block 4,  
Lots 1 through 20, inclusive, Block 5,  
Lots 1 through 20, inclusive, Block 6,  
Lots 1 through 26, inclusive, Block 7,  
Lots 1 through 16, inclusive, Block 8,  
East Creek Subdivision Filing No. 1,  
County of Arapahoe, State of Colorado



PK Kaiser, MBA, MS

Assessor

August 24, 2022

OFFICE OF THE ASSESSOR  
5334 S. Prince Street  
Littleton, CO 80120-1136  
Phone: 303-795-4650  
TDD: Relay-711  
Fax: 303-738-7863

<http://co-arapahoe-ptoc.publicaccessnow.com>  
[arapahoep@arapahoegov.com](mailto:arapahoep@arapahoegov.com)

AUTH 4262 EAST CREEK METRO DIST #1  
SPECIAL DISTRICT MANAGEMENT  
SERVICES INC  
C/O PEGGY RIPKO  
141 UNION BLVD SUITE 150  
LAKEWOOD CO 80228

Code # 4262

### CERTIFICATION OF VALUATION

The Arapahoe County Assessor reports a taxable assessed valuation for your taxing entity for 2022 of:

\$4,721,534

The breakdown of the taxable valuation of your property is enclosed.

As further required by CRS 39-5-128(1), you are hereby notified to officially certify your levy to the Board of County Commissioners no later than December 15.

CRS 39-1-111(5) requires that this office transmit a notification by December 10 of any changes to valuation made after the original certification.

PK Kaiser, MBA, MS  
Arapahoe County Assessor

enc

## CERTIFICATION OF VALUATION BY ARAPAHOE COUNTY ASSESSOR

New Tax Entity  YES  NO

Date: August 24, 2022

**NAME OF TAX ENTITY:** EAST CREEK METRO DIST #1

**USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY**

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2022:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	4,933,411
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: †	2.	\$	4,721,534
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	4,721,534
5. NEW CONSTRUCTION: *	5.	\$	2,460
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	45

† This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution  
 \* New construction is defined as: Taxable real property structures and the personal property connected with the structure.  
 ≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.  
 Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

**USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY**

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2022:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	66,536,810
<b>ADDITIONS TO TAXABLE REAL PROPERTY</b>			
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	35,400
3. ANNEXATIONS/INCLUSIONS:	3.	\$	0
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

**DELETIONS FROM TAXABLE REAL PROPERTY**

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$	0
9. DISCONNECTIONS/EXCLUSIONS:	9.	\$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10.	\$	2,336

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.  
 \* Construction is defined as newly constructed taxable real property structures.  
 § Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	0
---	----	----	---

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **		\$	0
--	--	----	---

\*\* The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners<sup>1</sup> of \_\_\_\_\_, Colorado.

On behalf of the \_\_\_\_\_ (taxing entity)<sup>A</sup>,
the \_\_\_\_\_ (governing body)<sup>B</sup>,
of the \_\_\_\_\_ (local government)<sup>C</sup>

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ assessed valuation of: (GROSS<sup>D</sup> assessed valuation, Line 2 of the Certification of Valuation Form DLG 57<sup>E</sup>)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area<sup>F</sup> the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: (NET<sup>G</sup> assessed valuation, Line 4 of the Certification of Valuation Form DLG 57) USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: \_\_\_\_\_ for budget/fiscal year \_\_\_\_\_ (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

Table with 3 columns: PURPOSE (see end notes for definitions and examples), LEVY<sup>2</sup>, and REVENUE<sup>2</sup>. Rows include General Operating Expenses, Temporary General Property Tax Credit/Temporary Mill Levy Rate Reduction, General Obligation Bonds and Interest, Contractual Obligations, Capital Expenditures, Refunds/Abatements, and Other. Includes a TOTAL row at the bottom.

Contact person: \_\_\_\_\_ Daytime phone: ( ) \_\_\_\_\_
Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

<sup>1</sup> If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
<sup>2</sup> Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's FINAL certification of valuation).

**CERTIFICATION OF TAX LEVIES, continued**

**THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.).** Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

**CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:**

**BONDS<sup>J</sup>:**

1. Purpose of Issue: \_\_\_\_\_  
Series: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_  
Coupon Rate: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_
  
2. Purpose of Issue: \_\_\_\_\_  
Series: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_  
Coupon Rate: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_

**CONTRACTS<sup>K</sup>:**

3. Purpose of Contract: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Principal Amount: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_
  
4. Purpose of Contract: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Principal Amount: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

Notes:

---

<sup>A</sup> **Taxing Entity**—A jurisdiction authorized by law to impose ad valorem property taxes on taxable property located within its territorial limits (please see notes B, C, and H below). For purposes of the DLG 70 only, a *taxing entity* is also a geographic area formerly located within a *taxing entity's* boundaries for which the county assessor certifies a valuation for assessment and which is responsible for payment of its share until retirement of financial obligations incurred by the *taxing entity* when the area was part of the *taxing entity*. For example: an area of excluded property formerly within a special district with outstanding general obligation debt at the time of the exclusion or the area located within the former boundaries of a dissolved district whose outstanding general obligation debt service is administered by another local government<sup>C</sup>.

<sup>B</sup> **Governing Body**—The board of county commissioners, the city council, the board of trustees, the board of directors, or the board of any other entity that is responsible for the certification of the *taxing entity's* mill levy. For example: the board of county commissioners is the governing board ex officio of a county public improvement district (PID); the board of a water and sanitation district constitutes ex officio the board of directors of the water subdistrict.

<sup>C</sup> **Local Government** - For purposes of this line on Page 1 of the DLG 70, the *local government* is the political subdivision under whose authority and within whose boundaries the *taxing entity* was created. The *local government* is authorized to levy property taxes on behalf of the *taxing entity*. For example, for the purposes of this form:

1. a municipality is both the *local government* and the *taxing entity* when levying its own levy for its entire jurisdiction;
2. a city is the *local government* when levying a tax on behalf of a business improvement district (BID) *taxing entity* which it created and whose city council is the BID board;
3. a fire district is the *local government* if it created a subdistrict, the *taxing entity*, on whose behalf the fire district levies property taxes.
4. a town is the *local government* when it provides the service for a dissolved water district and the town board serves as the board of a dissolved water district, the *taxing entity*, for the purpose of certifying a levy for the annual debt service on outstanding obligations.

<sup>D</sup> **GROSS Assessed Value** - There will be a difference between gross assessed valuation and net assessed valuation reported by the county assessor only if there is a “tax increment financing” entity (see below), such as a downtown development authority or an urban renewal authority, within the boundaries of the *taxing entity*. The board of county commissioners certifies each *taxing entity's* total mills upon the *taxing entity's* *Gross Assessed Value* found on Line 2 of Form DLG 57.

<sup>E</sup> **Certification of Valuation by County Assessor, Form DLG 57** - The county assessor(s) uses this form (or one similar) to provide valuation for assessment information to a *taxing entity*. The county assessor must provide this certification no later than August 25<sup>th</sup> each year and may amend it, one time, prior to December 10<sup>th</sup>. Each entity must use the **FINAL** valuation provided by assessor when certifying a tax levy.

<sup>F</sup> **TIF Area**—A downtown development authority (DDA) or urban renewal authority (URA), may form plan areas that use “tax increment financing” to derive revenue from increases in assessed valuation (gross minus net, Form DLG 57 Line 3) attributed to the activities/improvements within the plan area. The DDA or URA receives the differential revenue of each overlapping *taxing entity's* mill levy applied against the *taxing entity's* gross assessed value after subtracting the *taxing entity's* revenues derived from its mill levy applied against the net assessed value.

<sup>G</sup> **NET Assessed Value**—The total taxable assessed valuation from which the *taxing entity* will derive revenues for its uses. It is found on Line 4 of Form DLG 57. **Please Note:** A downtown development authority (DDA) may be both a *taxing entity* and have also created its own *TIF area* and/or have a URA *TIF Area* within the DDA's boundaries. As a result DDAs may both receive operating revenue from their levy applied to their certified *NET assessed value* and also receive TIF revenue generated by any *tax entity* levies overlapping the DDA's *TIF Area*, including the DDA's own operating levy.

---

**<sup>H</sup> General Operating Expenses (DLG 70 Page 1 Line 1)**—The levy and accompanying revenue reported on Line 1 is for general operations and includes, in aggregate, all levies for and revenues raised by a *taxing entity* for purposes not lawfully exempted and detailed in Lines 3 through 7 on Page 1 of the DLG 70. For example: a fire pension levy is included in general operating expenses, unless the pension is voter-approved, if voter-approved, use Line 7 (Other).

**<sup>I</sup> Temporary Tax Credit for Operations (DLG 70 Page 1 Line 2)**—The Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction of 39-1-111.5, C.R.S. may be applied to the *taxing entity*'s levy for general operations to effect refunds. Temporary Tax Credits (TTCs) are not applicable to other types of levies (non-general operations) certified on this form because these levies are adjusted from year to year as specified by the provisions of any contract or schedule of payments established for the payment of any obligation incurred by the *taxing entity* per 29-1-301(1.7), C.R.S., or they are certified as authorized at election per 29-1-302(2)(b), C.R.S.

**<sup>J</sup> General Obligation Bonds and Interest (DLG 70 Page 1 Line 3)**—Enter on this line the total levy required to pay the annual debt service of all general obligation bonds. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments. Title 32, Article 1 Special districts and subdistricts must complete Page 2 of the DLG 70.

**<sup>K</sup> Contractual Obligation (DLG 70 Page 1 Line 4)**—If repayment of a contractual obligation with property tax has been approved at election and it is not a general obligation bond (shown on Line 3), the mill levy is entered on this line. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments.

**<sup>L</sup> Capital Expenditures (DLG 70 Page 1 Line 5)**—These revenues are not subject to the statutory property tax revenue limit if they are approved by counties and municipalities through public hearings pursuant to 29-1-301(1.2) C.R.S. and for special districts through approval from the Division of Local Government pursuant to 29-1-302(1.5) C.R.S. or for any *taxing entity* if approved at election. Only levies approved by these methods should be entered on Line 5.

**<sup>M</sup> Refunds/Abatements (DLG 70 Page 1 Line 6)**—The county assessor reports on the *Certification of Valuation* (DLG 57 Line 11) the amount of revenue from property tax that the local government did not receive in the prior year because taxpayers were given refunds for taxes they had paid or they were given abatements for taxes originally charged to them due to errors made in their property valuation. The local government was due the tax revenue and would have collected it through an adjusted mill levy if the valuation errors had not occurred. Since the government was due the revenue, it may levy, in the subsequent year, a mill to collect the refund/abatement revenue. An abatement/refund mill levy may generate revenues up to, but not exceeding, the refund/abatement amount from Form DLG 57 Line 11.

1. Please Note: Pursuant to Article X, Section 3 of the Colorado Constitution, if the *taxing entity* is in more than one county, as with all levies, the abatement levy must be uniform throughout the entity's boundaries and certified the same to each county. To calculate the abatement/refund levy for a *taxing entity* that is located in more than one county, first total the abatement/refund amounts reported by each county assessor, then divide by the *taxing entity*'s total net assessed value, then multiply by 1,000 and round down to the nearest three decimals to prevent levying for more revenue than was abated/refunded. This results in an abatement/refund mill levy that will be uniformly certified to all of the counties in which the *taxing entity* is located even though the abatement/refund did not occur in all the counties.

**<sup>N</sup> Other (DLG 70 Page 1 Line 7)**—Report other levies and revenue not subject to 29-1-301 C.R.S. that were not reported above. For example: a levy for the purposes of television relay or translator facilities as specified in sections 29-7-101, 29-7-102, and 29-7-105 and 32-1-1005 (1) (a), C.R.S.; a voter-approved fire pension levy; a levy for special purposes such as developmental disabilities, open space, etc.



## IMPORTANT POINTS TO REMEMBER

Please use the "Certification of Tax Levies for Non-School Governments" form enclosed. Include a contact name and a daytime telephone number.

All taxing authorities are required to certify their levies to the Commissioners no later than December 15. Signed mill levies will be accepted via email, mail or FAX.

**Submitting your "Certification of Tax Levies for Non-School Governments" form by email is the best way to ensure the information is delivered directly to the Budget Division.**

Email forms to [financebudgeting@arapahoegov.com](mailto:financebudgeting@arapahoegov.com)

Mail: Board of County Commissioners  
**c/o Budget Division**  
5334 S. Prince St.  
Littleton, CO 80120

FAX: 303-738-7929  
**Attn: Budget Division**

Mill levies should be calculated to three decimal places.

*If the levy has been determined to equal zero, please certify a zero mill levy to eliminate any confusion.*

For questions concerning "Certification of Tax Levies for Non-School Governments," please contact our Budget Division by telephone at 303-795-4690 or via e-mail at [financebudgeting@arapahoegov.com](mailto:financebudgeting@arapahoegov.com) or visit our website at:

<https://www.arapahoegov.com/1186/>

For questions concerning certified taxable values, please contact:

Julia McQueen  
Arapahoe County Assessor's Office  
5334 S. Prince St.  
Littleton, CO 80120  
Phone: 303-795-4672



RESOLUTION NO. 2022 - 10 - 03  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE EAST CREEK METROPOLITAN DISTRICT NO. 1  
TO ADOPT THE 2023 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the East Creek Metropolitan District No. 1 (“District”) has appointed the District Accountant to prepare and submit a proposed 2023 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2022, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on October 24, 2022, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the East Creek Metropolitan District No. 1:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the East Creek Metropolitan District No. 1 for the 2023 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 24th day of October, 2022.

---

Secretary

EXHIBIT A  
(Budget)

I, Peggy Ripko, hereby certify that I am the duly appointed Secretary of the East Creek Metropolitan District No. 1, and that the foregoing is a true and correct copy of the budget for the budget year 2023, duly adopted at a meeting of the Board of Directors of the East Creek Metropolitan District No. 1 held on October 24, 2022.

By: \_\_\_\_\_  
Secretary

RESOLUTION NO. 2022 - 10 - 04  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE EAST CREEK METROPOLITAN DISTRICT NO. 1  
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the East Creek Metropolitan District No. 1 (“District”) has adopted the 2023 annual budget in accordance with the Local Government Budget Law on October 24, 2022; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2023 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the East Creek Metropolitan District No. 1:

1. That for the purposes of meeting all general fund expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2023 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of Arapahoe County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 24th day of October, 2022.

---

Secretary

**EXHIBIT A**  
(Certification of Tax Levies)



RESOLUTION NO. 2022-10-\_\_\_\_\_

**RESOLUTION OF THE BOARD OF DIRECTORS OF EAST CREEK  
METROPOLITAN DISTRICT NO. 1 AUTHORIZING ADJUSTMENT OF THE  
DISTRICT MILL LEVY IN ACCORDANCE WITH THE SERVICE PLAN**

A. East Creek Metropolitan District No. 1 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes.

B. The District operates pursuant to its Service Plan approved by the City Council of the City of Aurora, Colorado, on March 5, 2018 (the “**Service Plan**”), which provides the District with the authority to impose mill levies on taxable property. Such mill levies will be the primary source of revenue for repayment of debt service, public improvements, and operations and maintenance costs of the District.

C. The Service Plan authorizes a maximum mill levy for debt service of fifty (50) mills (the “**Maximum Debt Mill Levy**”) and requires the District to impose the ARI Mill Levy (as defined in the Service Plan) upon the taxable property within the District pursuant to the provisions of the Service Plan (the ARI Mill Levy together with the Maximum Debt Mill Levy are collectively referred to herein as the “**Maximum Mill Levies**”).

D. Section VII.C.1. of the Service Plan authorizes adjustment of the Maximum Debt Mill Levy in the event that the method of calculating assessed valuation is changed after January 1, 2004 (the “**Baseline Year**”), by any change in law, change in method of calculation, or in the event of any legislation or constitutionally mandated tax credit, cut, or abatement. The Maximum Debt Mill Levy may be increased or decreased to reflect such changes. Such increases or decreases shall be determined by the Board of Directors (the “**Board**”) in good faith (such determination to be binding and final) so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes.

E. The definition of ARI Mill Levy in the Service Plan authorizes adjustment of the ARI Mill Levy in the event that the method of calculating assessed valuation is changed after the Baseline Year by any change in the of calculating assessed valuation or in the event of any constitutionally mandated tax credit, cut or abatement. The ARI Mill Levy may be increased or decreased to reflect such changes. Such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes.

F. The Service Plan provides that, for purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

G. At the time of the Baseline Year, the residential assessment ratio set by the Colorado General Assembly was 7.96%.

H. In 2017, the Colorado General Assembly (the “**General Assembly**”) passed House Bill 17-1349, which amended Section 39-1-104.2, C.R.S. by setting the ratio of valuation for assessment for real residential property at 7.2% (decreased from 7.96%) for property tax years commencing on and after January 1, 2017, until the next property tax year that the General Assembly determined to adjust the ratio of valuation for assessment for residential real property.

I. In 2019, the General Assembly passed Senate Bill 19-255, further amending Section 39-1-104.2, C.R.S. by setting the ratio of valuation for assessment for real residential property at 7.15% (decreased from 7.2%) for property tax years commencing on or after January 1, 2019, until the next property tax year that the General Assembly determines to adjust the ratio of valuation for assessment for residential real property.

J. In 2020, the voters of the State of Colorado passed Amendment B, which repealed Article X, Section 3 of the Colorado Constitution (“**Amendment B**”) such that the ratio of valuation for assessment of real property for 2021 and thereafter, unless further amended by the General Assembly or voters of the State, is 7.15%.

K. In 2021, the General Assembly passed Senate Bill 21-293, further amending Section 39-1-104.2, C.R.S. by setting the ratio of valuation for assessment for all residential real property other than multi-family residential real property at 6.95% (decreased from 7.15%) for property tax years commencing on January 1, 2022, and January 1, 2023.

L. In compliance with the Service Plan, in order to mitigate the effect of the reduction in the ratio of valuation for residential real property as set by the General Assembly for property tax imposition year 2022 (property tax collection year 2023), the Board determines it to be in the best interest of the District, its residents, users, property owners, and the public, to adjust the Maximum Debt Mill Levy, so that the actual tax revenues to be received by the District are neither diminished nor enhanced as a result of the change in the ratio of valuation for assessment since the Baseline Year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors East Creek Metropolitan District No. 1, City of Aurora, Arapahoe County, Colorado:

1. The Board hereby authorizes the adjustment of the Maximum Debt Mill Levy and the ARI Mill Levy to reflect that Senate Bill 21-293 set the ratio of valuation for assessment for residential real property other than multi-family residential real property to 6.95%, which is a change from the 7.96% ratio of valuation for assessment of residential property as of the Baseline Year.

2. The Service Plan allows for a total mill levy imposition of 57.266 mills for debt service (the “**Adjusted Debt Mill Levy**”) and a mill levy imposition of 1.145 mills for the ARI Mill Levy (the “**Adjusted ARI Mill Levy**,” and collectively with the Adjust Debt Mill Levy, the “**Adjusted Mill Levies**”) so that District revenues shall be neither diminished nor enhanced as a result of the ratio of valuation for assessment being set at 6.95% for collection year 2023.

3. The Adjusted Mill Levies shall be reflected in the District's Certification of Tax Levies to be submitted to the County Commissioner of Arapahoe County on or before December 15, 2022, for collection in 2023.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION AUTHORIZING ADJUSTMENT OF THE  
DISTRICT MILL LEVY IN ACCORDANCE WITH THE SERVICE PLAN]**

RESOLUTION APPROVED AND ADOPTED ON October 24, 2022.

**EAST CREEK METROPOLITAN  
DISTRICT NO. 1**

---

President

Attest:

---

Secretary

**RESOLUTION NO. 2022-10-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
EAST CREEK METROPOLITAN DISTRICT NO. 1  
CALLING A REGULAR ELECTION FOR DIRECTORS  
MAY 2, 2023**

A. The term of the office of Director Cameron Nelson shall expire upon the election of his successor at the regular election, to be held on May 2, 2023 (“**Election**”), and upon such successor taking office.

B. The term of the office to which Director \_\_\_\_\_ has previously been appointed expires upon his/her re-election, or the election of his/her successor at the Election, and upon such successor taking office.

C. Two (2) vacancies currently exist on the Board of Directors of the District.

D. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect one (1) Director to serve until the next regular election, to occur May 6, 2025, and two (2) Directors to serve until the second regular election, to occur May 4, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the East Creek Metropolitan District No. 1 (the “**District**”) of the County of Arapahoe, Colorado:

1. Date and Time of Election. The Election shall be held on May 2, 2023, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, one (1) Directors shall be elected to serve until the next regular election, to occur May 6, 2025, and two (2) Directors shall be elected to serve until the second regular election, to occur May 4, 2027.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. Peggy Ripko shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Call for Nominations. The Designated Election Official shall provide Call for Nominations as required under Section 1-13.5-501, C.R.S., as applicable.

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with Peggy Ripko, the Designated Election Official of the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, CO 80228, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 25, 2023).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from Peggy Ripko, the Designated Election Official of the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, CO 80228, (303) 987-0835 and on the District's website at <https://www.colorado.gov/eastcreekmd>.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on February 28, 2023, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

9. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

10. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

11. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of the District.

**[SIGNATURE PAGE FOLLOWS]**

**[SIGNATURE PAGE TO RESOLUTION  
CALLING A REGULAR ELECTION FOR DIRECTORS  
MAY 2, 2023]**

RESOLUTION APPROVED AND ADOPTED on October 24, 2022.

**EAST CREEK METROPOLITAN  
DISTRICT NO. 1**

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

**SERVICE AGREEMENT FOR  
2022-2023 SNOW REMOVAL SERVICES**

**THIS SERVICE AGREEMENT FOR 2022-2023 SNOW REMOVAL SERVICES** (“**Agreement**”) is entered into and effective as of the 24<sup>th</sup> day of October, 2022 (the “**Effective Date**”), by and between **EAST CREEK METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **CONSOLIDATED DIVISIONS, INC., d/b/a CDI ENVIRONMENTAL CONTRACTORS**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

**RECITALS**

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**I. CONSULTANT DUTIES AND AUTHORITY**

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.



(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

## 1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is

and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.5, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.5. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid on a time and materials basis per the rate schedule as set forth in **Exhibit B** attached hereto, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("**Change Order**").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit B**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the Effective Date and shall expire on May 31, 2023. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination.

(a) The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

(b) Notwithstanding any provision herein to the contrary, the Agreement shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Consultant's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; or (b) administrative dissolution (or other legal process not initiated by the Consultant dissolving the Consultant as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

#### **IV. INDEMNIFICATION AND INSURANCE**

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the "**Indemnitees**"), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys' fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least "A:XIII" by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant's cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers' Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers' Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

## V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Arapahoe, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: East Creek Metropolitan District No. 1  
141 Union Blvd., Suite 150  
Lakewood, CO 80228  
Phone: (303) 987-0835  
Email: [pripko@sdmsi.com](mailto:pripko@sdmsi.com)  
Attn: Peggy Ripko

With a Copy To: McGeady Becher P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203  
Phone: (303) 592-4380  
Email: [legalnotices@specialdistrictlaw.com](mailto:legalnotices@specialdistrictlaw.com)

To Consultant: Consolidated Divisions Inc., d/b/a CDI Environmental  
Contractors  
5585 W. Airport Rd.  
Sedalia, CO 80135  
Phone: (303) 241-1853  
Email: [jamies@cdi-services.com](mailto:jamies@cdi-services.com)  
Attn: Jamie Salisbury

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

**[SIGNATURE PAGE FOLLOWS]**





**EXHIBIT A  
SCOPE OF SERVICES**

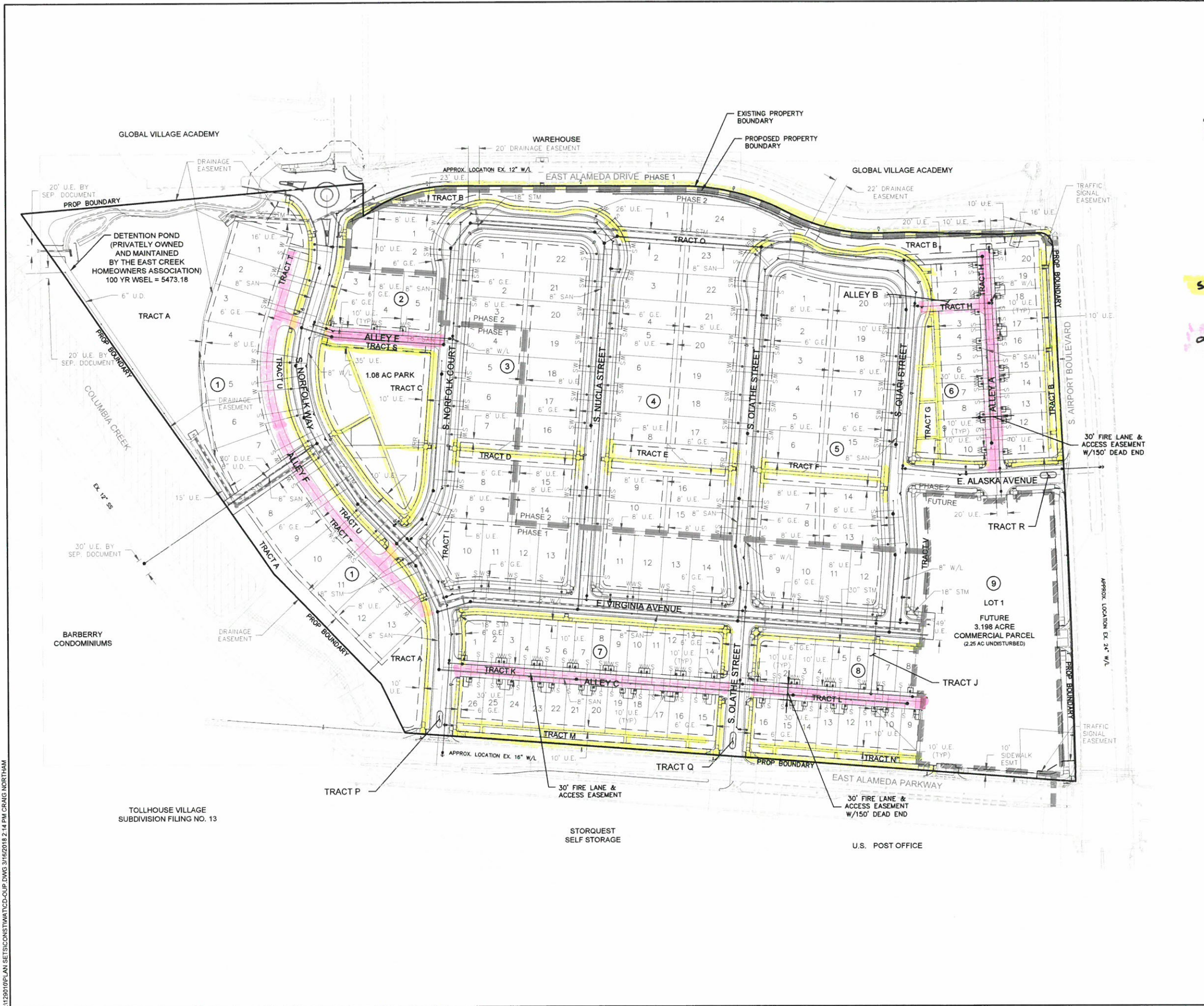
<b>Service</b>	<b>Scope</b>	<b>Ice Mitigation</b>
Parking Area/ Drive Lanes	2"	Required
Private Sidewalks	1"	Required

The Consultant shall provide all labor and materials necessary to complete snow and ice management in accordance with the following details, specifications, and estimates included in **Exhibit B** to the Agreement.

**Terms and Conditions.**

- The Consultant 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 the term of the "Agreement."
- The Consultant will provide only the services outlined and only at the locations (the "Site(s)") on the map attached hereto as **Exhibit A-1** (the "Site(s)").
- The Consultant shall not be liable for untimely notice of accumulation by the District for snow removal. Neither will the Consultant be liable for any damages resulting from the District's failure to timely or appropriately request services from the Consultant.
- If after the Consultant has declared the work completed, the District claims that work still remains to be done, the District shall give the Consultant reasonable notice (in time and amount of detail) and opportunity to complete the work before proceeding to hire any other entity to complete the services. Upon the Consultant's completion of any corrective work claimed by the District, the Consultant shall be entitled to payment in full of the Contract Price then remaining due.

**EXHIBIT A-1**  
**MAP OF SNOW REMOVAL LOCATIONS IN THE DISTRICT**



sidewalk  
alley

WATER METER RIMS SHALL BE A MINIMUM OF 2" FROM EDGE OF CONCRETE, TYPICAL.

**FACSIMILE STATEMENT**  
THIS STATEMENT IS A FACSIMILE OF THE ORIGINAL AND BEGINS PAGE 03-16-2018  
SIGNATURE: JASON D. MARGRAF, P.E. COLORADO P.E. # 33782  
DATE:

**811**  
Know what's below.  
Call before you dig.  
Call 811 or visit call811.com for more information

It is the contractor's responsibility to contact UNCC a minimum of 2 days prior to the start of construction operations. J3 Engineering Consultants, Inc. claims no responsibility for the underground facilities depicted in this plan set.

**BASIS OF BEARINGS**  
SOUTHWEST QUARTER CORNER OF SECTION 2 T3S, R66W OF 6TH PM BEARING S89°36'23"W A DISTANCE OF 2645.55'

**SITE BENCHMARK(4S6617NE002)**  
CITY OF AURORA BENCHMARK "4S6617NE002 AP-048" IN THE NE 1/4 OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M. LOCATED AT THE END OF CONCRETE HEADWALL ON THE SOUTH SIDE OF ALAMEDA PARKWAY AT COLUMBIA CREEK CULVERT 1000 FEET WEST OF BUCKLEY ROAD. ELEVATION = 5,483.42 FEET (NAVD 1988)

**J3 ENGINEERING CONSULTANTS**  
Contact: Jason D. Margraf, P.E.  
6505 S. Peck St., Suite B - Commercial, CO 80114-5800  
(303) 365-5601 - FAX: (303) 365-5603  
Email: jmargin@j3engineering.net

**EAST CREEK SUBDIVISION FILING NO. 1  
CONSTRUCTION PLANS  
OVERALL UTILITY PLAN**

**MERITAGE HOMES**  
6882 S YOSEMITE COURT  
SUITE 1-201  
CENTENNIAL, CO 80112  
Tel: (303) 406-4309  
Fax: (720) 482-0222  
Contact: Tim Buschar

DOCUMENT AMENDMENTS	
No.	Description
3	COA 3RD SUBMITTAL
2	COA 2ND SUBMITTAL
1	COA 1ST SUBMITTAL

Project Number: 129010  
Designed By: JDM  
Checked By: JDM  
Drawn By: AMC  
Sheet Number: 33

**EXHIBIT B  
COMPENSATION**

<b>Line #</b>	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Price</b>
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	\$48.00

**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.
- **Late Fees:** 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.

**EXHIBIT C**  
**FORM OF CHANGE ORDER**

<b>Change Order No:</b>	<b>Date Issued:</b>
<b>Name of Agreement:</b>	
<b>Date of Agreement:</b>	<b>District(s):</b>
<b>Other Party/Parties:</b>	

**CHANGE IN SCOPE OF SERVICES (describe):**

<b>CHANGE IN AGREEMENT PRICE:</b>	<b>CHANGE IN TERM OF AGREEMENT:</b>
Original Price: \$ _____	Original Term: Expires _____, 20__
Increase of this Change Order: \$ _____	New Term: Expires _____, 20__
Price with all Approved Change Orders: \$ _____	Agreement Time with all Approved Change Orders:

**APPROVED:**

By: \_\_\_\_\_

**District**

**APPROVED:**

By: \_\_\_\_\_

**Consultant**



5585 W. Airport Rd  
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

<b>To:</b>	East Creek	<b>Contact:</b>	Nick Moncada
<b>Address:</b>	East Alameda & South Airport Road Aurora, CO 80017	<b>Phone:</b>	(720) 270-9822
<b>Project Name:</b>	East Creek Snow - 2022-2023	<b>Fax:</b>	
<b>Project Location:</b>	East Alameda & South Airport Road, Aurora, CO	<b>Bid Number:</b>	SNOW-8094
<b>Addendum #:</b>	NA	<b>Bid Date:</b>	8/29/2022

Service	Scope	Ice Mitigation	Service	Scope	Ice Mitigation
Parking Area/ Drive Lanes	2"	Required	Private Sidewalks	1"	Required
Other/Special Requirements _____					

**AGREEMENT TERMS: October 1, 2022 – May 31, 2023**

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	Estimated Quantity	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	\$48.00

**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.



**ENVIRONMENTAL CONTRACTOR**

5585 W. Airport Rd  
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

<b>To:</b>	East Creek	<b>Contact:</b>	Nick Moncada
<b>Address:</b>	East Alameda & South Airport Road Aurora, CO 80017	<b>Phone:</b>	(720) 270-9822
<b>Project Name:</b>	East Creek Snow - 2022-2023	<b>Fax:</b>	
<b>Project Location:</b>	East Alameda & South Airport Road, Aurora, CO	<b>Bid Number:</b>	SNOW-8094
<b>Addendum #:</b>	NA	<b>Bid Date:</b>	8/29/2022

- 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, guest, 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 arbitrators 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  
Sedalia, Colorado 80135

☎ 303.471.1522 📠 303.470.3197 ✉ sales@cdi-services.com

<b>To:</b> East Creek	<b>Contact:</b> Nick Moncada
<b>Address:</b> East Alameda & South Airport Road Aurora, CO 80017	<b>Phone:</b> (720) 270-9822
<b>Project Name:</b> East Creek Snow - 2022-2023	<b>Fax:</b>
<b>Project Location:</b> East Alameda & South Airport Road, Aurora, CO	<b>Bid Number:</b> SNOW-8094
<b>Addendum #:</b> NA	<b>Bid Date:</b> 8/29/2022

- 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 if 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
- Billing Contact Info:  
Contact Name and Phone Number \_\_\_\_\_  
Email \_\_\_\_\_  
Company information, (If different than proposal header) \_\_\_\_\_

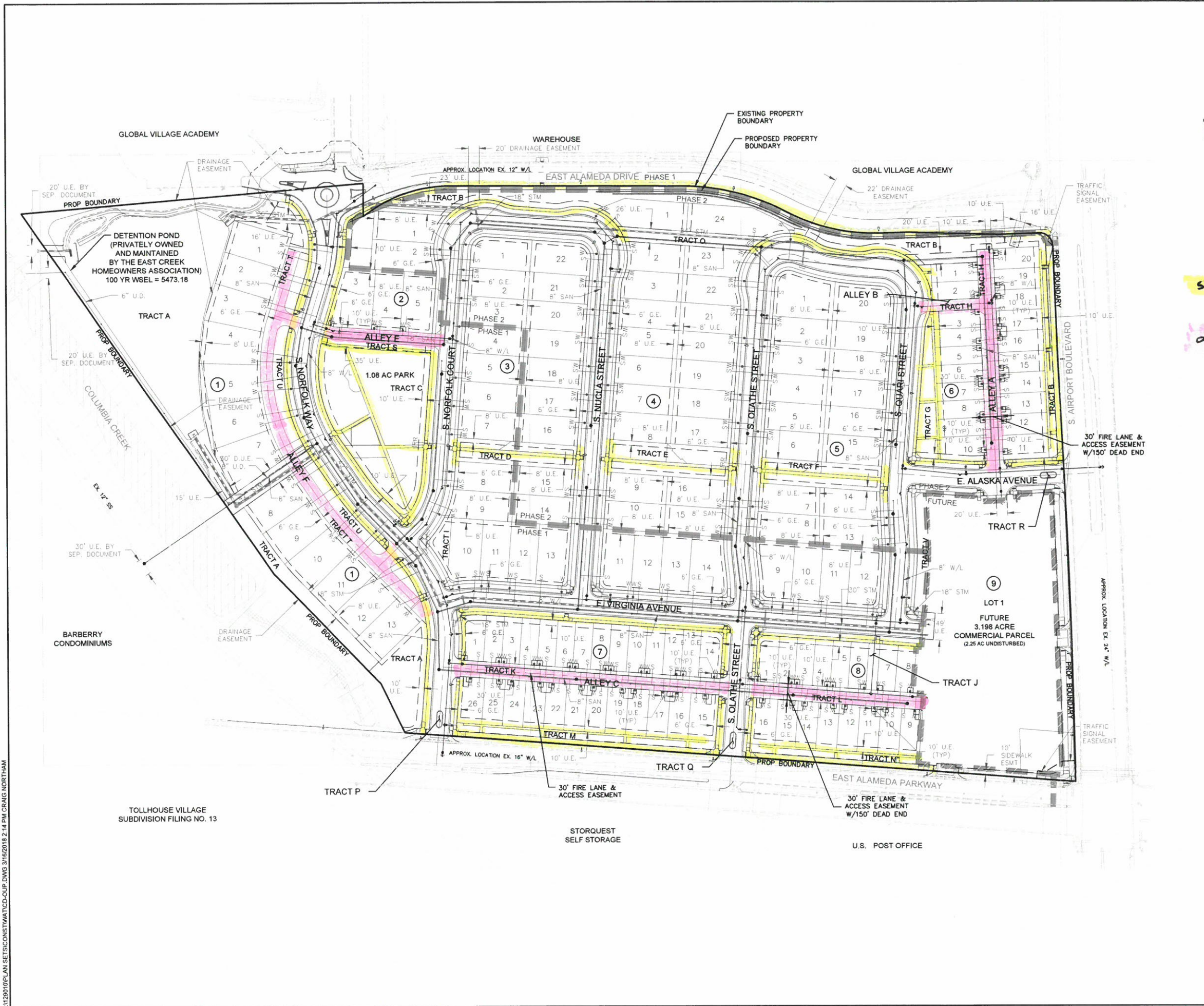
**Consolidated Divisions, Inc.** dba **CDI** | ENVIRONMENTAL CONTRACTOR  
An Equal Opportunity Employer

**Payment Terms:**

Payment due 30 days from invoice.

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





sidewalk  
alley

WATER METER RIMS SHALL BE A MINIMUM OF 2" FROM EDGE OF CONCRETE, TYPICAL.

**FACSIMILE STATEMENT**  
THIS STATEMENT IS A FACSIMILE OF THE ORIGINAL AND SHALL BE USED FOR SET DATE 03-16-2018  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
JASON D. MARGRAF, P.E.  
COLORADO P.E. # 37782

To request marking of underground facilities  
**811**  
Know what's below.  
Call before you dig.  
Call 811 or visit call811.com for more information

It is the contractor's responsibility to contact UNCC a minimum of 2 days prior to the start of construction operations. J3 Engineering Consultants, Inc. claims no responsibility for the underground facilities depicted in this plan set.

**BASIS OF BEARINGS**  
SOUTHWEST QUARTER CORNER OF SECTION 2 T3S, R66W OF 6TH PM BEARING S89°36'23"W A DISTANCE OF 2645.55'

**SITE BENCHMARK(4S6617NE002)**  
CITY OF AURORA BENCHMARK "4S6617NE002 AP-048" IN THE NE 1/4 OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 66 WEST OF THE 6TH P.M. LOCATED AT THE END OF CONCRETE HEADWALL ON THE SOUTH SIDE OF ALAMEDA PARKWAY AT COLUMBIA CREEK CULVERT 1000 FEET WEST OF BUCKLEY ROAD. ELEVATION = 5,483.42 FEET (NAVD 1988)

**J3 ENGINEERING CONSULTANTS**  
Contact: Jason D. Margraf, P.E.  
6505 S. Peck St., Suite B - Commercial, CO 80111-6500  
(303) 365-5601 - FAX: (303) 365-5603  
Email: jmargin@j3engineering.net

**EAST CREEK SUBDIVISION FILING NO. 1  
CONSTRUCTION PLANS  
OVERALL UTILITY PLAN**

**MERITAGE HOMES**  
6882 S YOSEMITE COURT  
SUITE 1-201  
CENTENNIAL, CO 80112  
Tel: (303) 406-4309  
Fax: (720) 482-0222  
Contact: Tim Buschar

DOCUMENT AMENDMENTS	
No.	Description
3	COA 3RD SUBMITTAL
2	COA 2ND SUBMITTAL
1	COA 1ST SUBMITTAL
No.	Date

Project Number: 129010  
Designed By: JDM  
Checked By: JDM  
Drawn By: AMC  
Sheet Number: 33



## 2023 NOTICE OF LEGAL SERVICES AND FEE SUMMARY

The following is a summary of fees and charges for legal services being offered by Altitude Community Law for 2023. For more details, contact your Primary Attorney or email us today at [hoalaw@altitude.law](mailto:hoalaw@altitude.law).

**No signature is required at this time, as this is a notice only.**

**Existing clients will be billed at our new 2023 rates effective with their January billing. Clients remain on their current billing structure (retainer/non-retainer, etc.) until we are notified otherwise.**

Our retainer programs reduce your association's legal expenditures and simplify the budgeting process by establishing a fixed monthly fee. This fee purchases the essential legal services your association requires, making us available to you as needed. We offer three retainer packages to better fit your needs.

### RETAINER SERVICES AND BENEFITS

For a monthly fee of \$230, retainer clients receive the following legal services and benefits without further charges:

Phone Calls. We will engage in unlimited telephone consultations with a designated board member or association manager regarding legal and other questions and status of ongoing work we are performing for you, exclusive of litigation, foreclosure, covenant enforcement, and document amendments. Written consultations/communications such as emails, written correspondence, and calls with multiple board members at the same time will be billed at our reduced hourly rates, as will our time to review governing documents, correspondence, etc., if necessary to answer a question.

Reduced Hourly Rates. For legal services billed hourly beyond what is included in the retainer, we will provide those services at \$20 per hour less than our non-retainer rates for attorneys and \$10 per hour less than our non-retainer rates for paralegals. No rate change for legal assistants.

In-Office Consultation. We will meet with a designated board member and/or the association's manager in our office for 30 minutes on any new matter. If the meeting extends beyond the 30 minutes, you will be billed at our reduced hourly rates.

Attendance at Board Meeting. At your request, we will attend one board meeting per twelve-month period for up to one hour. While our attendance at said board meeting is provided at no charge to retainer clients, we will bill you at our reduced hourly rates for our travel time to and from the attorney's primary office location if in-person attendance is requested instead of virtually. As a retainer client, we will prioritize attending the board meeting of your choosing. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

Audit Response Letter. We will prepare a letter to your financial auditor in connection with your annual audit indicating pending or threatened litigation. We will also review

your annual financial audit upon completion.

Periodic Report. We will prepare and file your periodic report with the Secretary of State if you have designated us as your registered agent.

DORA Renewal. We will prepare and file your renewal report with DORA if requested.

#### RETAINER PLUS SERVICES AND BENEFITS

For a monthly fee of \$300, we will provide the following legal services and benefits without further charges:

In addition to the services provided to Retainer clients, Retainer Plus clients will receive the following additional services:

Email Consultations. We will engage in 30 (thirty) minutes of email consultations every month with a designated board member and the association's manager regarding legal and other questions and the status of ongoing work that we are performing on your behalf, exclusive of litigation, foreclosure, covenant enforcement, and document amendment matters. Additional written consultations and communications will be billed at our reduced hourly rates. If it is necessary to review governing documents, correspondence, etc. to answer a question, you will be billed at our reduced hourly rates.

SB100 Policy Update. We will provide one free SB100 Policy update for your association.

Credit Card Payments. For Retainer Plus clients, we will accept homeowner payments via credit card.

#### PREMIUM RETAINER SERVICES AND BENEFITS

For a monthly fee of \$550, we will provide the following legal services and benefits without further charges:

In addition to the services provided to Retainer and Retainer Plus clients, Premium Retainer clients will receive the following additional services:

Email Exchanges. We will communicate with your designated board member and the association's manager via email up to 60 (sixty) additional minutes every month which includes minor research.

Attendance at One Additional Board Meeting per Year. At your request, we will attend a total of two board meetings per twelve-month period for up to one hour each. While our attendance at said board meetings is provided at no charge to retainer clients, we will bill you at our reduced hourly rates for our travel time to and from the attorney's primary office location if in-person attendance is requested instead of virtually. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

Other needed revisions to Policies required by new legislation reduced by \$100.

#### RETAINER SERVICES GENERALLY

Clients on retainer will remain on their chosen level of retainer until we are notified otherwise in writing.

#### FIXED FEE SERVICES

Altitude Community Law offers fixed fee services. The association will pay Altitude Community Law (the Firm) for performance of the services as outlined in a proposal for services, plus costs. The association understands that it is not entering into an hourly fee agreement for that specified service, except as otherwise set forth. This means the Firm will devote such time to the matter as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

#### NON-RETAINER SERVICES AND BILLING TERMS

If you desire representation on a non-retainer basis, you will be billed hourly for all work performed unless a fixed fee (such as collection matters or amendment of documents) has been agreed to in advance. Our hourly rates for 2023 non-retainer clients are \$115 - \$155 for legal assistants/paralegals, \$330 - \$350 for attorneys. Non-retainer clients are billed hourly for all phone calls.

### TERMINATION OF REPRESENTATION

You may terminate our representation at any time by notifying us in writing and we may resign from representation by notifying you in writing. In either case, you understand that court or administrative rules may require us to obtain a judicial or administrative order to permit our withdrawal. We agree that upon receipt of your termination notice, we will take such action as is necessary to withdraw from representing you, including requesting any necessary judicial or administrative order for withdrawal. However, whether you terminate our representation, we cease performing further work and/or withdraw from representing you, as allowed under the Colorado Rules of Professional Conduct or for your failure to comply with the terms of this Agreement, you understand and agree that you continue to be responsible to us for the payment of all fees and expenses due and owing and incurred in withdrawing from representing you, including any fees and expenses we incur to obtain, and/or during the time we are seeking to obtain, any necessary judicial or administrative order to approve our withdrawal.

If you so request, we will send to you your files in an electronic format as soon as a particular matter is concluded. If you do not request your files, the firm will keep the files for a minimum of ten (10) years, after which it may retain, destroy or otherwise dispose of them.

### PRIVACY POLICY

Attorneys, like other professionals who provide certain financial services, are now required by federal and state laws to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Thus, we have always protected the privacy of your confidential information.

In the course of providing legal services, we sometimes receive significant nonpublic personal information from our clients. As a client of Altitude Community Law, you should know that all such information we receive from you is held in confidence. We do not disclose such information to anyone outside the firm except when required or authorized by applicable law or the applicable rules of professional conduct governing lawyers, or when authorized by you in writing.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain, physical, electronic and procedural safeguards that comply with our professional standards.

If you have any questions or would like more information about our privacy policies and practices, please let us know.

### GENERAL TERMS FOR ALL CLIENTS

We represent the association as a corporate entity. We will take our direction for work as instructed by the manager or the board. We do not represent any individual board members or homeowners.

Clients are required to reimburse us for cost advances and other out-of-pocket expenses. Reimbursement is made at actual cost for outside charges such as court recording fees, filing fees, service of process charges, computerized legal research, expert witness fees, title searches, deposition reporting and transcription fees, outside photocopying, etc. Typically, we do not charge for internal photocopies, faxes, postage and long-distance telephone calls unless these charges are extraordinary. We provide monthly statements for services and expenses incurred. Unless other arrangements are made and agreed upon in writing, all charges are due and payable upon your receipt of the statement. A finance charge of 12% per annum may be imposed upon any amount not paid within 30 days of becoming due. Fees may be modified upon 30 days prior written notice. If it becomes necessary to file suit to recover unpaid attorney fees, the prevailing party shall be entitled to receive its attorney fees.

In the event we have not been provided with, or our files do not contain, all of the recorded documents of the association, we retain the right to obtain any such recorded documents to supplement our file without association approval and at the association's cost. The association's cost will include, but not be limited

to, hourly charges for procuring the documents and copying costs. In order to provide you with the most efficient and effective service we will, at all times, unless otherwise directed, work through your manager if appropriate.

Please see Exhibit A to Legal Services and Fee Summary Agreement for 2023 Legal Collection Services.

Should you have any questions, please do not hesitate to call any of our attorneys. We are happy to answer any of your questions or meet with you at no charge to discuss our services and fees in greater detail.

## **EXHIBIT A TO LEGAL SERVICES AND FEE SUMMARY AGREEMENT FOR 2023 LEGAL COLLECTION SERVICES**

### Fee Structure

This is a flat fee agreement for collection services. The Association will pay Altitude Community Law (the Firm) for performance of the services described below, plus costs. The Association understands that it is not entering into an hourly fee agreement for collection services, except as otherwise set forth below. This means the Firm will devote such time to the representation as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

The Association has the right to terminate the representation at any time and for any reason, and the Firm may terminate the representation in accordance with Rule 1.16 of the Colorado Rules of Professional Conduct. In the event that the Association terminates the representation without wrongful conduct by the Firm that would cause the Firm to forfeit any fee, or the Firm justifiably withdraws in accordance with Rule 1.16 from representing the Association, the Association shall pay, and the Firm shall be entitled to, the fee or part of the fee earned by the Firm as described in paragraph 1 above, up to the time of termination. If the representation is terminated between the completion of increments (if any), the Association shall pay a fee based on our standard hourly rate set forth in our standard fee agreement. However, such fees shall not exceed the amount that would have been earned had the representation continued until the completion of the increment, and in any event all fees shall be reasonable. Once the work is performed, the Fee will be deemed earned and is due upon receipt of an invoice.

### Case Intake, Review and Assessment - No charge

We do not charge you to review new collection cases and make recommendations. However, if we receive open collection files from another attorney, there will be a \$25 set-up and review fee per file. This fee will be waived if you are a retainer client.

At the rates set here in, upon receiving a new turnover, we will perform the following work for due diligence and to put the Association in the best possible collection position: Assessment Lien Package (if a lien has not already been recorded), Demand Letter, Public Trustee Search, and Bankruptcy Search. Next steps after this work depends on the homeowner's response, balance due, history, information acquired, and other factors.

### Demand Letter - \$155

Preparation of a demand letter includes reviewing the ledger or equivalent record to ascertain the amounts owed including interest, late charges, fines and charge backs, if relevant, and review prior notice given to owner to meet statutory requirements; drafting and mailing the demand letter to the homeowner; follow-up, including telephone calls with the management company and homeowner, negotiation of an acceptable payment plan; follow up letter (as needed) to confirm payment arrangements. All correspondence other than the initial demand and payment plan letter is \$50 per letter (e.g., follow up demand letter, breach of payment plan letter).

### Super Lien Demand Letter - \$110

Preparation of a demand letter post foreclosure includes reviewing ledger to ascertain amounts owed; verifying party to whom demand should be sent; drafting and mailing demand letter: or if request is received from a lender for the super lien amount, drafting a response. All discussions with the owner or

lender after the letter are billed hourly.

#### Assessment Lien Package - \$110

This charge includes preparing both the lien and the lien release. It also includes verification of ownership with either the assessor's office or title company.

#### Lawsuit: - \$455 plus costs

This charge includes preparing the summons and complaint, filing these papers with the court, appearing at the return date and obtaining default judgment. It also includes all negotiations and telephone conferences with the owners prior to an answer being filed with the court.

#### Lawsuit: Trial - Hourly rates apply

All preparation for trial and appearances in court are billed on an hourly basis. If the association prevails at trial, it can recover its attorney fees and costs from the delinquent owner.

#### Interrogatories - \$130

We prepare and file a motion with the court to request the court to order an owner to answer a series of questions from us about the owner's assets. We will use the answer to help satisfy any judgment obtained by the association. We will also arrange for service of the order on the client and monitor and evaluate answers received from the owner.

#### Contempt Citation - \$155

If an owner fails to answer the interrogatories as ordered by the court, we will prepare and file all the necessary paperwork to require the owner to appear before the judge to explain why the questions were not answered. Our fee also includes our appearance at court, subsequent appearance if the owner fails to appear initially and review and evaluation of the answers once received from the owner.

#### Garnishments - \$155 (each)

We will identify entities (usually banks, employers or tenants) which owe or have money of the owner and prepare documentation to be filed with the court to order the entity to release all or a portion of the money they hold for or are obligated to pay the owner to the association. We will arrange for service of the necessary documentation and will monitor for responses.

#### Payment Plans - \$125 - \$225 (each)

We will charge a fee depending upon the length of the payment plan to prepare the necessary documentation, monitor and process payments and close the file. Unless we are instructed otherwise, we may agree to payment plans of up to 24 months with any homeowner. We request that interest and late fees not be added to the ledger during payment plans, as long as the homeowner pays as agreed. Monthly payments amounts are calculated based on no additional interest or late fees being incurred during the payment plan.

#### Motions - \$150 - \$200

Occasionally, certain motions may be necessary in a case in order to get the court to issue a ruling without further legal action. These will be prepared, filed, monitored and argued before the court, if necessary.

#### Outbound Phone Calls - \$55

Once we obtain a phone number for an owner, we will make up to 3 outbound calls to an owner to secure payment. All other calls with an owner will be at no charge.

#### Payoff Calculations - \$130

It is important for your management company or treasurer to confirm all payoff amounts with us prior to issuing status letters or advising owners of balances so that all legal costs and fees can be included. We will also insure that all fees necessary to close or dismiss a file are included. Rush charges do apply.

#### Monitoring Lender Foreclosure - \$220 (one-time charge)

It is important to monitor lender foreclosure through the sale and redemption period. We obtain periodic

ownership and encumbrance reports, if needed, and routinely verify the status of the foreclosure action. We advise you of the association's rights and options throughout the process. Once a sale is completed, we advise the association of the new owner and the association's rights.

#### Monitoring Bankruptcy - \$230 Chapter 7; \$360 Chapter 13 (one-time charge)

We prepare and file a Proof of Claim, if necessary, monitoring the bankruptcy through discharge. Our services include reviewing the plan (if Chapter 13) to make sure it includes provisions for payment of pre- and post-petition assessments, and checking with the trustee and debtor's attorney to determine if property has been abandoned. If it becomes necessary to file any motion with the court, we charge fixed fees as follows:

Motion to Dismiss: \$595

Motion for Relief from Stay: \$795

Objection to Plan: \$395

All preparation for and appearances in court are charged on an hourly basis.

#### Assessment Increase Notice - \$395

We prepare notice to bankruptcy court of any increase in ongoing debt owed to the association upon receipt of notice from you, including filing proof of claim and letter to bankruptcy attorney or debtor.

#### Public Trustee/Bankruptcy Search - \$30 (each)

Verifying whether a property is in foreclosure or subject to a bankruptcy before filing a lawsuit can save the association hundreds of dollars. So, we will search both the public trustee and bankruptcy records and then advise the association if different action is necessary.

#### Receiverships (County Court) - \$450 initial, then hourly. Costs are approximately \$250

We will prepare pleadings and appear in court to obtain appointment of a receiver to collect rents where the property is abandoned or being rented by the owner. Once appointed, we supervise disbursement of the monies collected by the receiver at an hourly rate.

#### Lien/Judicial Foreclosures (District Court) - Hourly rates apply

We recommend foreclosure be considered a viable collection remedy in all problem cases. Our fee is based on complexity of circumstances and should reflect value you will receive from monetary results of the foreclosure.

#### Lien Sales - \$500

We list all liens that are potentially available for sale on our website at <https://Altitude.Law/general-topics/liens-for-sale/> at no cost. In the event a lien is sold we collect our fee from the purchaser of the lien. In order to handle quickly, within the legal time limits, we reserve the right to sell liens, without prior approval if the purchase price is equal to or more than the balance due.

#### Status Report - \$75/month (if not accessed electronically)

We provide online access to each association's collection status report. For more information please contact us. If your association chooses to have us prepare your status report, there will be a monthly fee.

#### Asset/Person Locations - \$25 - \$100

From time to time we must locate debtors and/or their assets in order to secure payment for you. We will use various databases for which there is a cost to us, to secure possible leads. This information is then reviewed and analyzed to develop the best strategy for quickly and efficiently securing payments.



141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898  
303-987-0835 • Fax: 303-987-2032

## MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski  
Executive Vice-President

DATE: September 2, 2022

RE: Notice of 2023 Rate Increase

A rectangular box containing a handwritten signature in blue ink that reads "Christel Gemski".

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by the CPI (8.5%) per hour.

We hope you will understand that it is necessary to increase our rates due to increasing gas and operating costs along with new laws and rules implemented by our legislature.





October 15, 2022

Dear Client:

Our Firm prides itself on providing the highest level of service in the most efficient manner. In the current economic environment, we are facing increased costs in all areas of the business. In order to continue to provide consistent high-level service we have found it necessary to implement a rate increase.

In accordance with the Firm's fee engagement letter, this letter is to advise you that effective January 1, 2023, the hourly rates of selected attorneys and staff will be adjusted. Hourly rates will be as follows: Shareholders \$425 - \$550; Of Counsel \$380 - \$425; Associates \$275 - \$375; Paralegals and Directors \$225 - \$240; Law Clerks \$150; File Clerks \$30.

Commencing on January 1, 2023, we will begin charging most costs incurred on your behalf as an administrative fee equal to 1% of the legal fees charged in a given month. This fee includes such costs as long-distance telephone calls, research requiring a subscription database, in-office photocopies and faxes, ordinary postage, and messenger and delivery services, and includes a small overhead component. This fee may be adjusted with notice.

This fee is based on our historic experience, as well as client feedback, that invoices that itemize every photocopy, fax, and delivery charge are confusing. Any advances made on behalf of the client as well as major costs, such as major travel expenses, application/submittal/recording fees, election expenses, court costs, publication costs, express delivery, and conference calls and videoconferencing where a third-party provider is used, will be separately invoiced at our actual cost. If you have any questions or concerns about this change, please let us know.

We appreciate your continued trust and confidence in our Firm and look forward to representing your interests in 2023 and beyond.

Very truly yours,

McGEADY BECHER P.C.

A handwritten signature in blue ink that reads "Cheryl L. Matlosz". The signature is written in a cursive, flowing style.

Cheryl L. Matlosz  
Firm Administrator