

THE COMMONS AT EAST CREEK METROPOLITAN DISTRICT

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

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Adam Young	President	2025/May 2025
Chelsea Green	Treasurer	2025/May 2023
Matthew Larsen	Assistant Secretary	2023/May 2023
Gary Fantasky	Assistant Secretary	2023/May 2023
Paul Yourick	Assistant Secretary	2025/May 2025
Peggy Ripko	Secretary	

DATE: **October 31, 2022**
TIME: **10:00 A.M.**
PLACE: **ZOOM**

THIS MEETING WILL BE HELD BY VIDEO/TELEPHONIC MEANS. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE SEE THE BELOW REFERENCED ZOOM MEETING INFORMATION. If you experience technical difficulties, email Peggy Ripko at pripko@sdmsi.com.

Join Zoom Meeting:

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

Meeting ID: 862 6755 0643

Passcode: 987572

Call In Number: 1-719-359-4580

I. ADMINISTRATIVE MATTERS

- A. Confirm Quorum and Present Conflict Disclosures.

- B. Approve Agenda, confirm location of the meeting and posting of meeting.

- C. Review and approve Minutes of the June 29, 2022 special meeting (enclosure).

- D. Discuss status of District website.

- E. Discuss business to be conducted in 2023 and location (**virtual and/or physical**) of meetings (suggested dates are the second Tuesday in June and October). Review and consider approval of Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting 24-Hour Notices (enclosure).
-

- F. Discuss requirements of §32-1-809, C.R.S. (Transparency Notice) and mode of eligible elector notification for 2022 (post to the SDA Website and District website).
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II. PUBLIC COMMENTS

- A. _____

III. FINANCIAL MATTERS

- A. Ratify approval of the claims through October 5, 2022 in the amount of \$13,580.84 (enclosure).
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- B. Review and accept unaudited financial statements and cash position statements for the period September 30, 2022 (enclosure).
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- C. Discuss 2022 Audit requirements and consider engagement of Schilling & Company, Inc. to perform 2022 Audit for an amount not to exceed \$_____ or appoint Simmons & Wheeler, P.C. to prepare and file 2022 Audit Exemption Application.
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- D. Conduct Public Hearing to consider Amendment to 2022 Budget (if necessary) and consider adoption of Resolution to Amend the 2022 Budget and Appropriate Expenditures.
-

- E. Conduct Public Hearing on the proposed 2023 Budget and consider adoption of Resolutions 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 _____ (enclosure– Preliminary Assessed Valuation, draft 2023 Budget and Resolutions).
-

- F. Review and consider adoption of Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan, if necessary (enclosure).

- G. Authorize 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 appointment of District Accountant to prepare the 2024 Budget and direct that the form of 2024 Budget shall be the same as the 2023 Budget.

IV. LEGAL MATTERS

- A. Discuss deed from Meritage Homes of Colorado, Inc. to the District conveying certain Tracts in Commons at East Creek at Tower Landing Subdivision, Filing No. 1, City of Aurora, County of Arapahoe, State of Colorado and acceptance of same (enclosure).

- B. Review Bill of Sale from Meritage Homes of Colorado, Inc. to the District for the Conveyance of certain public improvements and acceptance of same (enclosure). Discuss insurance coverage for District owned property.

- C. 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 MANAGEMENT / OPERATIONS & MAINTENANCE

- A. Ratify approval of Service Agreement for Landscape Maintenance Services between the District and Cox Professional Landscape Services, LLC (enclosure).

- B. Review and consider approval of Service Agreement for Snow Removal Services between the District and Cox Professional Landscape Services, LLC (enclosure).

- C. Discuss District services for 2023 and consider approval of necessary service agreements for related services.
-

VI. CONSTRUCTION MATTERS

- A. Discuss status of development / construction outlook.
-

VII. OTHER BUSINESS

- A. _____
-

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

Informational Enclosure:

- Memo regarding New Rate Structure from Special District Management Services, Inc.
- Letter regarding rate increase from McGeady Becher PC

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE COMMONS AT EAST CREEK METROPOLITAN DISTRICT (THE “DISTRICT”) HELD JUNE 29, 2022

A special meeting of the Board of Directors of The Commons at East Creek Metropolitan District (the “District”) was convened on Wednesday, the 29th day of June 2022 at 3:00 p.m. This District Board Meeting was held via Zoom. The meeting was open to the public via Zoom.

Directors In Attendance Were:

Paul Yourick
Matthew Larsen
Gary Fantasky
Adam Young

Also In Attendance Was:

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

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

Diane Wheeler; Simmons & Wheeler, P.C.

Chelsey Green; Meritage Homes of Colorado, Inc.

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Ms. Ripko confirmed a quorum. The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board to the Secretary of State. Ms. Ripko requested that the Directors consider whether they had any conflicts of interest to disclose with regard to any matters scheduled for discussion at this meeting, and noted for the record that there were no new disclosures made by the Directors present at the meeting. It was noted by Attorney Williams that disclosures of potential conflicts of interest were filed with the Secretary of State for Directors Larsen, Yourick and Fantasky by the Statutory deadline.

**ADMINISTRATIVE
MATTERS**

Agenda: Ms. Ripko distributed for the Board’s review and approval a proposed Agenda for the District’s special meeting.

RECORD OF PROCEEDINGS

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

Approval of Meeting Location: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Fantasky, seconded by Director Young and, upon vote, unanimously carried, the Board determined this District Board meeting was held by conference call without any individuals (neither District Representative nor the general public) attending in-person. The Board further noted that notice of this meeting and conference/video access was duly posted within the boundaries of the District and the Board 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.

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 than seats available, and that Directors Young, Trujillo and Yourick were deemed elected to three-year terms ending in May 2025.

Resignation of Director: The Board acknowledged the resignation of Michele Trujillo, effective as of May 27, 2022.

Vacancy on the Board of Directors: The Board discussed the vacancy on the Board and considered the appointment of Chelsey Green to the Board of Directors.

It was noted that pursuant to Section 32-1-808(2)(a)(I), C.R.S., publication of a Notice of Vacancy on the Board was published in a newspaper having general circulation in the District and that no Letters of Interest from qualified eligible electors were received within ten (10) days of the date of such publication.

Following discussion, upon motion duly made by Director Fantasky, seconded by Director Young and, upon vote, unanimously carried, the Board appointed Chelsey Green to the Board of Directors. The Oath of Office was administered.

Appointment of Officers: Following discussion, upon motion duly made by Director Fantasky, seconded by Director Young and, upon vote, unanimously carried, the following slate of officers was appointed:

RECORD OF PROCEEDINGS

President	Adam Young
Treasurer	Chelsey Green
Secretary	Peggy Ripko
Assistant Secretary	Gary Fantasky
Assistant Secretary	Matthew Larsen
Assistant Secretary	Paul Yourick

Minutes: The Board reviewed the Minutes of the October 25, 2021 Special Meeting.

Following discussion, upon motion duly made by Director Fantasky, seconded by Director Young and, upon vote, unanimously carried, the Board approved the Minutes of the October 25 2021 Special Meeting.

District Website: The Board discussed the status of the District website.

PUBLIC COMMENT There were no public comments.

FINANCIAL MATTERS

Claims: The Board considered ratifying the approval of the payment of claims for the period beginning November 1, 2021 through June 22, 2022, in the amount of \$50,927.79.

Following review and discussion, upon motion duly made by Director Young, seconded by Director Yourick and, upon vote, unanimously carried, the Board ratified approval of the payment of the claims for the period beginning November 1, 2021 through June 22, 2022, in the amount of \$50,927.79.

Financial Statements/Schedule of Cash Position: Ms. Wheeler reviewed the unaudited financial statements of the District for the period ending March 31, 2022.

Following review and discussion, upon motion duly made by Director Young, seconded by Director Fantasky and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District for the period ending March 31, 2022, as presented.

2021 Audit: Ms. Wheeler reviewed advised the Board that the District was not required to file an audit for fiscal year 2021. She reviewed the 2021 Audit Exemption Application with the Board.

Following review and discussion, upon motion duly made by Director Young, seconded by Director Fantasky and, upon vote, unanimously carried, the Board ratified the approval and filing of the 2021 Audit Exemption Application.

RECORD OF PROCEEDINGS

LEGAL MATTERS

There were no legal matters to discuss at this time.

COMMUNITY MANAGEMENT

Towing Services: The Board discussed the unauthorized parking in the fire land.

Following review and discussion, upon motion duly made by Director Young, seconded by Director Fantasky and, upon vote, unanimously carried, the Board authorized the engagement of Wyatt Towing with respect to towing vehicles parking in the fire lane. Director Young requested SDMS notify individuals prior to the car is towed.

CONSTRUCTION MATTERS

Status of Development / Construction Outlook: It was noted that the concrete replacement is done, and Director Fantasky is working with Metco Landscaping to replace landscaping. He will schedule a walkthrough with Director Young upon satisfactory replacement.

OTHER BUSINESS

There was no other business 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

RESOLUTION NO. 2022-__-__

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE COMMONS AT EAST CREEK METROPOLITAN DISTRICT
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION,
ESTABLISHING DISTRICT WEBSITE 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 at 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 Commons at East Creek Metropolitan District (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 June __ and October __ at 1:00 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 Board authorizes establishment of a District Website, if such District Website does not already exist, in order to provide full and timely notice of meetings of the District Board online pursuant to the provisions of Section 24-6-402(2)(c)(III), C.R.S.

8. That, if the District has established a District Website, the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to each meeting pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

9. That, if the District has not yet established a District Website or 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) West of the western entrance along Mississippi.

10. Gary Fantasky, or his designee, is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE FOLLOWS]

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

RESOLUTION APPROVED AND ADOPTED on October __, 2022.

**COMMONS AT EAST CREEK
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary

Commons at East Creek Metropolitan District
Claims Listing
10/5/2022

<u>Vendor</u>	<u>Description</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>
CO Special Districts Property & Lia	2023 Workers comp	23WC-78-0005	8/26/2022	450.00
McGeady Becher, P.C>	06 Legal	06 30 22	6/30/2022	1,378.60
McGeady Becher, P.C>	07 Legal	07 31 22	7/31/2022	169.50
Metco Landscape	05 20 Snow Storm	56981163	5/24/2022	75.00
Metco Landscape	06 Landscape Contract	SM216458	6/1/2022	1,432.92
Metco Landscape	06 21 Empty Trash Cans	56981527	6/21/2022	65.00
Metco Landscape	07 Landscape Contract	SM217672	7/1/2022	1,432.92
Pet Scoop	05 Pet clean up	410616	5/31/2022	47.80
Pet Scoop	06 Pet clean up	413740	6/30/2022	59.75
Pet Scoop	07 Pet clean up	422998	7/31/2022	47.80
Pet Scoop	08 Pet clean up	427942	8/31/2022	59.75
Simmons & Wheeler , P.C.	06 Accounting	33396	6/30/2022	1,284.02
Simmons & Wheeler , P.C.	07 Accounting	33620	7/31/2022	393.75
Special District Management	06 District Management	106173	7/14/2022	2,161.01
Special District Management	07 District Management	07 31 22	7/31/2022	1,594.69
Special District Management	08 District Management	08 31 22	8/31/2022	2,433.33
T Charles Wilson	2022 Agency Fee	10286	10/21/2021	<u>495.00</u>
				<u><u>13,580.84</u></u>

The Commons at East Creek Metropolitan District
Financial Statements

June 30, 2022

ACCOUNTANT'S COMPILATION REPORT

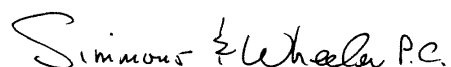
Board of Directors

The Commons at East Creek Metropolitan District

Management is responsible for the accompanying financial statements of each major fund of The Commons at East Creek Metropolitan District, as of and for the period ended June 30, 2022 which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Governmental Funds and account groups for the six months then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to The Commons at East Creek Metropolitan District because we performed certain accounting services that impaired our independence.



September 9, 2022
Englewood, Colorado

The Commons at East Creek Metropolitan District
Balance Sheet - Governmental Funds and Account Groups
June 30, 2022

See Accountant's Compilation Report

	General Fund	Capital Projects Fund	Debt Service Fund	Account Groups	Total All Funds
Assets					
Current assets					
Cash in checking	\$ 1,650	\$ -	\$ -	\$ -	\$ 1,650
Cash in Colotrust	22,483	11,718	-	-	34,201
Cash in UMB	-	12,699	131,801	-	144,500
Taxes Receivable	32,284	-	59,381	-	91,665
Taxes Receivable - ARI	1,198	-	-	-	1,198
Receivable homeowners	10,556	-	-	-	10,556
Prepaid Expenses	-	-	-	-	-
Accounts receivable - developer	-	-	-	-	-
	<u>68,171</u>	<u>24,417</u>	<u>191,182</u>	<u>-</u>	<u>283,770</u>
Other assets					
Improvements	-	-	-	-	-
Amount available in debt service fund	-	-	-	-	-
Amount to be provided for retirement of debt	-	-	-	1,495,000	1,495,000
	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,495,000</u>	<u>1,495,000</u>
	<u>\$ 68,171</u>	<u>\$ 24,417</u>	<u>\$ 191,182</u>	<u>\$ 1,495,000</u>	<u>\$ 1,778,770</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	\$ 7,017	\$ -	\$ -	\$ -	\$ 7,017
ARI Mill levy payable	1,928	-	-	-	1,928
Due to/Due From	-	-	-	-	-
	<u>8,945</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,945</u>
Bonds Payable	-	-	-	1,495,000	1,495,000
Note Payable - Developer	-	-	-	-	-
Note Payable - Developer interest	-	-	-	-	-
Total liabilities	<u>8,945</u>	<u>-</u>	<u>-</u>	<u>1,495,000</u>	<u>1,503,945</u>
Fund Equity					
Investment in improvements	-	-	-	-	-
Fund balance (deficit)	<u>59,226</u>	<u>24,417</u>	<u>191,182</u>	<u>-</u>	<u>274,825</u>
	<u>59,226</u>	<u>24,417</u>	<u>191,182</u>	<u>-</u>	<u>274,825</u>
	<u>\$ 68,171</u>	<u>\$ 24,417</u>	<u>\$ 191,182</u>	<u>\$ 1,495,000</u>	<u>\$ 1,778,770</u>

The Commons at East Creek Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the Six Months Ended June 30, 2022
General Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Property taxes	\$ 30,435	\$ 31,290	\$ 855
Specific ownership taxes	2,436	1,236	(1,200)
Property taxes - ARI	1,129	1,160	31
Specific ownership taxes - ARI	90	45	(45)
Transfer fees	3,300	-	(3,300)
District fees	81,000	46,045	(34,955)
Interest income	<u>-</u>	<u>130</u>	<u>130</u>
	<u>118,390</u>	<u>79,906</u>	<u>(38,484)</u>
Expenditures			
Accounting/Audit	11,000	9,926	1,074
Election	5,000	-	5,000
Management	20,000	10,887	9,113
Insurance/SDA Dues	3,500	3,287	213
Legal	15,000	4,898	10,102
Miscellaneous	1,000	60	940
Detention Pond	3,000	-	3,000
Irrigation Repairs	1,500	-	1,500
Landscape maintenance	20,000	7,409	12,591
Tree Care	2,000	-	2,000
Sweeping/Cleaning	2,500	-	2,500
Snow removal	20,000	8,469	11,531
Park and trails	990	-	990
Trash	5,000	4,516	484
Water	20,000	3,941	16,059
Gas and electric	1,500	377	1,123
Other maintenance	1,000	-	1,000
ARI mill levy	1,202	1,189	13
Treasurer's Fees	457	470	(13)
Treasurer's Fees - ARI	17	17	-
Contingency	10,052	-	10,052
Emergency Reserve	<u>3,148</u>	<u>-</u>	<u>3,148</u>
	<u>147,866</u>	<u>55,446</u>	<u>92,420</u>
Excess (deficiency) of revenues over expenditures	(29,476)	24,460	53,936
Fund balance - beginning	<u>29,476</u>	<u>34,766</u>	<u>5,290</u>
Fund balance - ending	\$ <u>-</u>	\$ <u>59,226</u>	\$ <u>59,226</u>

The Commons at East Creek Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the Six Months Ended June 30, 2022
Capital Fund

See Accountant's Compilation Report

	Annual Budget	Actual	Variance Favorable (Unfavorable)
Revenues			
Interest income	\$ -	\$ -	\$ -
	-	-	-
Expenditures			
Bond Issuance Costs	-	-	-
Transfer to Debt Svc	-	-	-
Capital Projects	14,212	-	14,212
	14,212	-	14,212
Excess (deficiency) of revenues over expenditures	(14,212)	-	14,212
Fund balance - beginning	14,212	24,417	10,205
Fund balance - ending	\$ -	\$ 24,417	\$ 24,417

The Commons at East Creek Metropolitan District
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Budget and Actual
For the Six Months Ended June 30, 2022
Debt Service Fund

See Accountant's Compilation Report

	Annual Budget	Actual	Variance Favorable (Unfavorable)
Revenues			
Property taxes	\$ 56,471	\$ 57,535	\$ 1,064
Specific ownership taxes	4,519	2,293	(2,226)
Interest income	<u>100</u>	<u>376</u>	<u>276</u>
	<u>61,090</u>	<u>60,204</u>	<u>(886)</u>
Expenditures			
Bond interest expense	74,750	37,375	37,375
Treasurer's Fees	847	871	(24)
Trustee/Paying Agent Fees	<u>4,000</u>	<u>-</u>	<u>4,000</u>
	<u>79,597</u>	<u>38,246</u>	<u>41,351</u>
Excess (deficiency) of revenues over expenditures	(18,507)	21,958	40,465
Fund balance - beginning	<u>169,586</u>	<u>169,224</u>	<u>(362)</u>
Fund balance - ending	\$ <u><u>151,079</u></u>	\$ <u><u>191,182</u></u>	\$ <u><u>40,103</u></u>



PK Kaiser, MBA, MS

Assessor

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@arapahoe.gov

August 24, 2022

AUTH 4244 COMMONS AT EAST CREEK
METRO DIST
SPECIAL DISTRICT MANAGEMENT
SERVICES
C/O PEGGY RIPKO
141 UNION BLVD SUITE 150
LAKEWOOD CO 80228

Code # 4244

CERTIFICATION OF VALUATION

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

\$1,333,809

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: COMMONS AT EAST CREEK METRO DIST

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. \$	1,014,502
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2. \$	1,333,809
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3. \$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4. \$	1,333,809
5. NEW CONSTRUCTION: *	5. \$	475,286
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. \$	0

‡ 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. \$	18,310,310
--	-------	------------

ADDITIONS TO TAXABLE REAL PROPERTY

2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2. \$	6,838,658
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. \$	0

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

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **	\$	9,215
--	----	-------

** 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 GovernmentsTO: County Commissioners¹ of _____, Colorado.On behalf of the _____,
(taxing entity)^Athe _____,
(governing body)^Bof the _____,
(local government)^C

Hereby officially certifies the following mills
to be levied against the taxing entity's GROSS \$
assessed valuation of:

(GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation
(AV) different than the GROSS AV due to a Tax
Increment Financing (TIF) Area^F 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^G 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)

PURPOSE (see end notes for definitions and examples)**LEVY²****REVENUE²**

1. General Operating Expenses ^H	_____ mills	\$ _____
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< _____ > mills	\$ < _____ >
SUBTOTAL FOR GENERAL OPERATING:	<div style="border: 1px solid black; width: 100px; height: 20px;"></div> mills	<div style="border: 1px solid black; width: 100px; height: 20px;"></div> \$
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
_____	_____ mills	\$ _____

TOTAL: [Sum of General Operating
Subtotal and Lines 3 to 7] mills \$

Contact person: _____ Daytime
(print) 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.*

¹ 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.

² 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^J:

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^K:

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:

^A **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^C.

^B **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.

^C **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.

^D **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.

^E **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 25th each year and may amend it, one time, prior to December 10th. Each entity must use the **FINAL** valuation provided by assessor when certifying a tax levy.

^F **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.

^G **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.

^H 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).

^I 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.

^J 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.

^K 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.

^L 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.

^M 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.

^N 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

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 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

The Commons at East Creek Metropolitan District
Proposed Budget
General Fund
For the Year ended December 31, 2023

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Actual <u>6/30/2022</u>	Estimate <u>2022</u>	Proposed Budget <u>2023</u>
Beginning fund balance	\$ -	\$ 29,476	\$ 39,115	\$ 39,115	\$ 41,206
Revenues:					
Property taxes	18,879	30,435	31,290	30,435	40,014
Specific ownership taxes	1,301	2,436	1,236	2,400	3,202
Property taxes ARI	700	1,129	1,160	1,129	1,525
Specific ownership taxes ARI	48	90	45	90	122
Transfer fees	8,740	3,300	-	6,000	1,500
District fees	58,320	81,000	46,045	81,000	81,000
Developer advance	-	-	-	-	-
Total revenues	<u>87,988</u>	<u>118,390</u>	<u>79,776</u>	<u>121,054</u>	<u>127,363</u>
Total funds available	<u>87,988</u>	<u>147,866</u>	<u>118,891</u>	<u>160,169</u>	<u>168,569</u>
Expenditures:					
Accounting and audit	9,981	11,000	5,926	9,500	9,500
Election expense	-	5,000	-	2,500	5,000
Insurance	870	3,500	3,287	3,287	3,500
Legal	9,699	15,000	4,898	15,000	15,000
District and community managemen	15,550	20,000	10,887	20,000	21,600
Miscellaneous	999	1,000	60	500	1,000
Other O&M expenses	-	-	-	-	-
Detention ponds	-	3,000	-	-	-
Irrigation Repairs	-	1,500	-	-	3,000
Landscape Maintenance	-	20,000	7,409	20,000	22,000
Tree Care	-	2,000	-	-	2,000
Sweeping/Cleaning	-	2,500	-	-	-
Snow removal	-	20,000	8,469	20,000	22,000
Park and trails	-	990	-	-	990
Water	3,531	20,000	3,941	15,000	15,000
Electric	575	1,500	377	1,500	1,500
Pet stations	948	1,000	-	-	3,000
Trash	5,686	5,000	4,516	10,000	11,000
ARI Mill levy	739	1,202	1,189	1,202	1,624
Treasurer fees	284	457	470	457	600
Treasurer fees ARI	11	17	17	17	23
Contingency/reserve	-	10,052	-	-	26,974
Emergency reserve (3%)	-	3,148	-	-	3,258
Total expenditures	<u>48,873</u>	<u>147,866</u>	<u>51,446</u>	<u>118,963</u>	<u>168,569</u>
Ending fund balance	<u>39,115</u>	<u>-</u>	<u>\$ 67,445</u>	<u>41,206</u>	<u>-</u>
Assessed valuation	\$ -	\$ 1,014,502		\$ -	\$ 1,333,809
District Mill levy		<u>30.000</u>			<u>30.000</u>
Aurora Regional Mill levy		<u>1.113</u>			<u>1.143</u>

The Commons at East Creek Metropolitan District
Proposed Budget
Capital Projects Fund
For the Year ended December 31, 2023

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Actual <u>6/30/2022</u>	Estimate <u>2022</u>	Proposed Budget <u>2023</u>
Beginning fund balance	\$ 20,212	\$ 20,212	\$ 20,212	\$ 20,212	\$ 20,212
Revenues:					
Bond proceeds - Series A	-	-	-	-	-
Bond proceeds - Series B	-	-	-	-	-
Transfer from General Fund	-	-	-	-	-
Transfer from Capital Projects Fund	-	-	-	-	-
Developer advances	-	-	-	-	-
Interest income	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-
Total revenues	-	-	-	-	-
Total funds available	20,212	20,212	20,212	20,212	20,212
Expenditures:					
Capital outlay	-	14,212	-	-	20,212
Issuance costs	-	-	-	-	-
Repay developer advances	-	-	-	-	-
Transfer to Debt Service	-	-	-	-	-
Total expenditures	-	14,212	-	-	20,212
Ending fund balance	\$ 20,212	\$ 6,000	\$ 20,212	\$ 20,212	\$ -

The Commons at East Creek Metropolitan District
Proposed Budget
Debt Service Fund
For the Year ended December 31, 2023

	Actual <u>2021</u>	Adopted Budget <u>2022</u>	Actual <u>6/30/2022</u>	Estimate <u>2022</u>	Proposed Budget <u>2023</u>
Beginning fund balance	\$ 211,932	\$ 169,586	\$ 169,586	\$ 169,586	\$ 150,460
Revenues:					
Property taxes	35,029	56,471	58,056	56,471	76,271
Specific ownership taxes	2,800	4,519	2,293	4,500	6,103
Interest income	100	100	376	500	100
Transfer from capital projects	-	-	-	-	-
Total revenues	<u>37,929</u>	<u>61,090</u>	<u>60,725</u>	<u>61,471</u>	<u>82,474</u>
Total funds available	<u>249,861</u>	<u>230,676</u>	<u>230,311</u>	<u>231,057</u>	<u>232,934</u>
Expenditures:					
Bond interest	74,750	74,750	37,375	74,750	74,750
Treasurer fees	525	847	871	847	1,144
Trustee / paying agent fees	<u>5,000</u>	<u>4,000</u>	<u>-</u>	<u>5,000</u>	<u>4,000</u>
Total expenditures	<u>80,275</u>	<u>79,597</u>	<u>38,246</u>	<u>80,597</u>	<u>79,894</u>
Ending fund balance	<u>\$ 169,586</u>	<u>\$ 151,079</u>	<u>\$ 192,065</u>	<u>\$ 150,460</u>	<u>\$ 153,040</u>
Assessed valuation	<u>\$ -</u>	<u>\$ 1,014,502</u>		<u>\$ -</u>	<u>\$ 1,333,809</u>
Mill Levy	<u>-</u>	<u>55.664</u>		<u>-</u>	<u>57.183</u>
Total Mill Levy	<u>-</u>	<u>86.777</u>		<u>-</u>	<u>88.326</u>

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

WHEREAS, the Board of Directors of The Commons at East Creek Metropolitan District ("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 11, 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 Commons at East Creek Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of The Commons at East Creek Metropolitan District 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 11th day of October, 2022.

Secretary

EXHIBIT A
(Budget)

I, Peggy Ripko, hereby certify that I am the duly appointed Secretary of The Commons at East Creek Metropolitan District, 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 Commons at East Creek Metropolitan District held on October 11, 2022.

By: _____

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

WHEREAS, the Board of Directors of The Commons at East Creek Metropolitan District (“District”) has adopted the 2023 annual budget in accordance with the Local Government Budget Law on October 11, 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 Commons at East Creek Metropolitan District:

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 11th day of October, 2022.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

RESOLUTION NO. 2022-10-____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE COMMONS AT EAST CREEK METROPOLITAN DISTRICT AUTHORIZING ADJUSTMENT OF THE DISTRICT MILL LEVY IN ACCORDANCE WITH THE SERVICE PLAN

- A. The Commons at East Creek Metropolitan District (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 August 5, 2019 (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 The Commons at East Creek Metropolitan District, 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.

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.

2. 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 _____, 20____.

**THE COMMONS AT EAST CREEK
METROPOLITAN DISTRICT**

President

Attest:

Secretary

After Recording Return To:
McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80237
Attn: Paula Williams

No Documentary Fee - Exempt

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this _____ day of _____, 2022,
between MERITAGE HOMES OF COLORADO, INC., an Arizona corporation, whose address
is 8800 E. Raintree Drive, Suite 300, Scottsdale, Arizona 85260 (the “**Grantor**”), and THE
COMMONS AT EAST CREEK METROPOLITAN DISTRICT, a quasi-municipal corporation
and political subdivision of the State of Colorado, whose address is c/o Special District
Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 (the
“**Grantee**”).

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN AND
00/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of
which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these
presents does grant, bargain, sell, convey and confirm, unto Grantee, and Grantee's successors
and assigns forever, all the real property, together with all improvements, if any, situate, lying
and being in the County of Arapahoe, State of Colorado, as more particularly described on
Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”).

TOGETHER WITH all and singular the hereditaments and appurtenances thereto
belonging, or in anywise appertaining, and the reversion and reversions, remainder and
remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and
demand whatsoever, of the Grantor, either in law or in equity, of, in and to the Property, with the
hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto Grantee, and Grantee's successors and assigns forever. Grantor, for Grantor and Grantor's successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained Property in the quiet and peaceable possession of Grantee, and Grantee's successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, subject to those matters of record.

IN WITNESS WHEREOF, this Special Warranty Deed is executed by the Grantor as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GRANTOR:
MERITAGE HOMES OF COLORADO, INC., an
Arizona corporation

By: _____
Name: Jarrod Walker
Title: Vice President – Land Development

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me October ___, 2022, by Jarrod Walker as Vice President – Land Development of Meritage Homes of Colorado, Inc., an Arizona corporation.
Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description

Tracts A, B, C, D, E, F, G, H, I, J, and K,
Commons at East Creek at Tower Landing Subdivision Filing No. 1,
City of Aurora,
County of Arapahoe,
State of Colorado.

BILL OF SALE

KNOW ALL BY THESE PRESENTS that **Meritage Homes of Colorado, Inc.**, an Arizona corporation (“**Grantor**”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto **The Commons at East Creek Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 (“**District**”), its successors and assigns, all of Grantor’s right, title and interest in and to the facilities, personal property and the improvements listed on located on the real property described on **Exhibit A** attached hereto and incorporated herein by referenced (the “**Improvements**”).

TO HAVE AND TO HOLD the same unto the District, its successors and assigns forever; and Grantor, its successors and assigns, shall warrant and defend the sale of said Improvements made unto the District, its successors and assigns, against all and every person or persons whomsoever, and warrants that (i) the conveyance of the Improvements to the District, its successors and assigns, is made free from any claim or demand whatsoever; and (ii) the Improvements were constructed and installed in accordance with plans and specifications reviewed and approved by the District and all applicable Rules and Regulations of the District.

IN WITNESS WHEREOF, Grantor executes this Bill of Sale on October ____, 2022.

GRANTOR:

MERITAGE HOMES OF COLORADO, INC., an
Arizona corporation

By: _____

Name: Jarrod Walker

Title: Vice President – Land Development

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me October ____, 2022, by Jarrod Walker as Vice President – Land Development of Meritage Homes of Colorado, Inc., an Arizona corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description

Tracts A, B, C, D, E, F, G, H, I, J, and K,
Commons at East Creek at Tower Landing Subdivision Filing No. 1,
City of Aurora,
County of Arapahoe,
State of Colorado.

RESOLUTION NO. 2022-10-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE COMMONS AT EAST CREEK METROPOLITAN DISTRICT
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 2, 2023**

A. The terms of the offices of Directors Gary Fantasky and Matthew Larsen shall expire upon the election of their successors at the regular election, to be held on May 2, 2023 (“**Election**”), and upon such successors taking office.

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

C. 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 Commons at East Creek Metropolitan District (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) Director 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 www._____.

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 11, 2022.

**THE COMMONS AT EAST CREEK
METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary

SERVICE AGREEMENT FOR LANDSCAPING SERVICES

THIS SERVICE AGREEMENT FOR LANDSCAPING SERVICES (“Agreement”) is entered into this 3rd day of September 2022, with an effective date of the 15th day of July, 2022, by and between **THE COMMONS AT EAST CREEK METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **COX PROFESSIONAL LANDSCAPE SERVICES LLC**, a Colorado limited liability company (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 as set forth in **Exhibit B** attached hereto with a total contract amount not to exceed \$19,800.00, 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 date set forth above, and shall expire on July 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: The Commons at East Creek Metropolitan District
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228
Phone: (303) 987-0835
Email: pripko@sdmsi.com
Attn: Peggy Ripko

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

To Consultant: Cox Professional Landscape Services LLC
14051 E. Davies Avenue, Unit A
Centennial, CO 80112
Phone: 303-693-6878
Email: coxoffice@coxprolandscape.com

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]

[SIGNATURE PAGE TO SERVICE AGREEMENT FOR
LANDSCAPING SERVICES]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and
year first above written.

Consultant:
COX PROFESSIONAL LANDSCAPE
SERVICES LLC

By: [Signature]
Its: OWNER/CEO

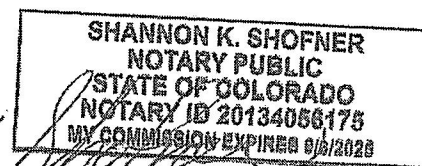
STATE OF COLORADO)
COUNTY OF Arapahoe) ss.
)

The foregoing instrument was acknowledged before me this 16 day of September
2022, by Kevin Cox, as Owner of Cox Professional Landscape Services LLC.

Witness my hand and official seal.

My commission expires: 9/16/25

[Signature]
Notary Public



District:
THE COMMONS AT EAST CREEK
METROPOLITAN DISTRICT

By: [Signature]
_____, President

STATE OF COLORADO)
COUNTY OF Arapahoe) ss.
)

The foregoing instrument was acknowledged before me this 15 day of September
2022, by Adam Young as President of The Commons at East Creek Metropolitan District.

Witness my hand and official seal.

My commission expires: March 06, 2023



[Signature]
Notary Public

EXHIBIT A SCOPE OF SERVICES

General Scope of Services:

The Consultant shall furnish all supervision, labor, material, equipment and transportation required to perform all work hereinafter described for the property maintained by The Commons at East Creek Metropolitan District (the “**District**”), as further identified in **Exhibit A-1**. This maintenance contract will be by and between Cox Professional Landscape Services LLC (the “**Consultant**”), and the District. The District, and its designated agent, is the authorized representative with respect to interpretation, judgement, inspection, coordination, reimbursement and otherwise execution of the terms and conditions of this Agreement.

The Consultant will meet all OSHA requirements as part of this contract and supply a MSDS sheets.

The Consultant and its employees will conduct themselves in a professional and workmanlike manner while working on or about the premises.

The Consultant will furnish and maintain all equipment necessary to properly accomplish the duties of this Agreement. Special care will be given to the operation of hazardous machinery and the use of chemicals including, but not limited to: lawn chemicals, insecticides, fuels, mowing machines, edgers, weed eaters, cultivating and aerating machines, etc. Such equipment and materials will be used in such a way that they are not left unattended or otherwise allowed to present a health and safety hazard to workmen, residents, or guests, with special consideration for children. All breaks and lunches taken in the community by the Consultant and the Consultant’s employees, must be done at a mutually agreed upon location, of which locations around any clubhouse facility and surrounding grounds will not be allowed, as applicable.

All fueling of machinery will be done on paved areas or parking lots.

Materials:

All materials used will either conform to bid specifications or will otherwise be acceptable to the District. The District requires that the Consultant bill back for all costs for such time and materials to the District, as further identified under **Exhibit A-2**, attached hereto.

The Consultant shall furnish all horticultural supervision, labor, material, equipment and transportation required to maintain the landscape throughout the contract period, as specified herein. The Consultant and the District agree that open, two-way communication will enhance the success of the goals of this contract.

Lawn Care:

Mowing and Edging:

- During the months of April and October, all turf areas are to be mowed every ten (10) days, or more frequently as necessary, as permitted by weather and ground conditions. Mowers will be set at the same level for the entire property. All turf areas to be mowed to approximately 2.5 to 3.5 inches during the growing season. Large riding mowers will only be allowed in large open areas.
- For May through September, all turf areas are to be mowed at least every seven (7) days.
- During extended rainy or dry periods, mowing will take place as conditions dictate.
- All lawn areas of the property are to be completely mowed as follows:
 - The cutting height will be consistent throughout the property regardless of equipment used.
 - Except for problems of terrain or other ground conditions, uneven cutting, excessive scalping and inconsistent cutting due to poor or inadequately sized equipment are not acceptable.
 - Clippings should not be caught or removed from lawn area unless they are lying in swaths which may damage the lawn. Heavy amounts of clippings will be raked and removed from the property at no additional cost to the community. Clippings shall be removed from all walkways, curbs, steps, decks and streets. At no time may any excess clipping material be left on the property.
 - Litter and debris on lawn areas shall be removed prior to mowing.
 - Areas adjacent to all buildings, signs, fences and lights and other areas inaccessible to mowers shall be line trimmed at the time of mowing so as to present a well-groomed appearance. Line trimmer “scalping” is not acceptable. All areas where previous tree bark damage may occur must be trimmed by hand.
 - Edging of all turf areas along walks and drives will be performed with a steel-bladed edger to maintain a neat appearance to be performed monthly.

Fertilization:

- Lawns shall be fertilized as warranted with a commercial fertilizer. The number of treatments will be determined by the type of nitrogen used and the type of turf but will be at a minimum applied three (3) times per growing season, unless otherwise agreed upon by the District.
- Spreading will be by mechanical cyclone type spreader (hand operated or tractor mounted) with proper overlapping technique to prevent streaking.
- Adequate cleaning of sidewalks to be accomplished after each fertilization.

Weed, Disease, and Pest Control:

- The Consultant shall provide a complete program for the control of broad leaf weeds (dandelions, etc., including any growing in the cracks of sidewalks and street curbs adjacent to property owned and/or maintained by the District) common to the turf. All turf will receive application of a pre-emergent weed control chemical in accordance with the manufacturer's recommendations.
- The Consultant shall use proper fertilization, mowing and watering practices to promote the growth of weed resistant turf. Additionally, applications of post emergence weed controls will be applied at times if warranted to control weeds without damaging desirable turf.
- Disease control is minimized through proper fertilization, mowing and water management. In the event that disease problems occur, the Consultant will provide pricing to treat affected areas. This program does not include the prevention of disease with weekly or monthly applications of disease control products although such protection is available at substantial additional cost.
- Disease caused by infestation of nematodes (microscopic round worms that feed on roots) is not included. Currently, there is no effective nematode control product registered for use on landscapes. The Consultant will recommend additional treatments and procedures to minimize damage should nematodes become a problem. These treatments will be provided at additional cost. Nematode control is available for some sports turf locations and will be quoted separately if required.
- The Consultant shall monitor turf for damaging pests and will provide the District with recommended treatment options and associated pricing should pests be discovered.
- During application of chemical controls, the Consultant shall exercise caution to ensure the safety of residents, their property and all private and community landscape materials.

Shrub and Ground Cover Areas:

Edging:

- Ground cover shall be edged as needed to keep within bounds of bedding areas and away from obstacles.

Pruning:

- Shrubs are to be monitored for pest and/or disease problems on a regular basis with reports regarding problems and treatment options provided with associated pricing in a timely manner.
- Traffic and corrective growth pruning of shrubs shall be done throughout the growing season. Traffic pruning shall provide a clean, safe walking/driving path throughout the community and corrective growth pruning will be a mid-season, corrective prune for plants that start getting leggy (growing excessively and covering windows) or that are

encroaching over a sidewalk. Since the corrective pruning is done during the hotter portion of the season, it is only meant help take off small portions of the plant, to minimize stress to the plant.

- The Consultant will trim back any overhang, after the initial pruning, as requested by the District. The initial pruning shrubs will be no later than June 1. A follow-up pruning of the overall property will be done in late summer or early fall.
- The only exception to this initial pruning will be flowering shrubs which have not yet bloomed, or which are in mid-bloom at the time.
- All trimmings will be removed from the site on the same day they are trimmed. All shrubs will be pruned in accordance with the District's pruning policy.
- The Consultant may at the District's approval remove and or replace plants of a size, condition and variety acceptable to the District, to be paid for by the District, unless due to the negligence of the Consultant. Any previous and all future replacements authorized by the District, will be fully warranted by the Consultant for a minimum of one (1) year.

Weed, Disease, and Pest Control:

- Beds will be kept free of broadleaf and grassy weeds, preferably with pre-emergent and/or selective post-emergent contact herbicides or by manual removal (hand-pulling).
- The Consultant shall monitor shrubs and planting materials for disease and damaging pests and will provide the District with recommended treatment options. The Consultant shall implement appropriate pest control measures should pests be discovered upon approval of the District.
- Disease control options will be presented with associated pricing.
- During application of chemical controls, the Consultant shall exercise caution to ensure the safety of residents, their property and all private and community landscape materials.

Tree Care:

Fallen leaves will be cleaned up as necessary to maintain a clean and neat appearance. The Consultant may, at the District's approval, remove and or replace trees of a size, condition and variety acceptable to the District, to be paid for by the District (on a time and materials basis), unless due to the negligence of the Consultant. Any previous, and all future replacements authorized by the District, will be fully warranted by the Consultant for a minimum one (1) year.

Labor and equipment (hoses, etc.) will be furnished by the Consultant as necessary to water trees, shrubs and turf to supplement the automatic sprinkler system or as may be required during drought conditions to maintain the health of those plants in the community upon written approval from the District with associated pricing. Special attention will be given to all new plants with all costs to be invoiced and paid by the District.

Staking:

- Staking and guying activities will generally apply to newly installed plant materials. If present, stakes and guys will be inspected on an ongoing basis. Removal of stakes and guying material shall be done as necessary, no later than one year following the planting of any tree. All costs for this service to be invoiced and paid by the District.

Insect Control:

- During application of chemical controls, the Consultant shall exercise caution to ensure the safety of residents, their property, and all private and community landscape materials.
- The Consultant shall monitor trees for disease and damaging pests and will provide the District with recommended treatment options with associated pricing.

Wood and Rock Mulched Bed Areas:

Wood or rock mulch areas will be inspected on days of service. If necessary, weeds and grasses shall be hand-pulled or controlled with recommended, legally approved herbicides. In those areas with excessive mulch build up alternatives will be discussed with the District. At the District's request, wood and rock mulched beds will be inspected, evenly distributed and replenished to maintain a neat appearance, with time and material costs to be paid for by the District upon written approval.

Crusher Paths/Trails (if present):

Any crusher fine paths/trails within the property must also be kept weed free during the growing season. Annual inspection of material replenishments will be done by the Consultant and will be given to the District with associated pricing.

Irrigation System:

Upon acceptance of this Agreement, the Consultant shall assume full responsibility for the performance and operation of the irrigation system presently installed. The irrigation system will be defined as all parts of the automatic sprinkler system including time clocks, solenoid valves, wiring, backflow preventers, mechanical valves, piping, hosing, tubing, heads, protective and support items. The Consultant shall be held fully responsible for the loss of any plant materials, turf or trees due to inadequate irrigation practices or inadequate performance of the irrigation system due to the Consultant's negligence.

Water Conservation:

- The District and the Consultant agree that water is an important resource that needs to be managed and conserved. During extended cold or rainy periods, the irrigation system will be shut down. Occasional rainstorms or cold weather may not constitute an adequate reason for full system shutdown/protection. Protection of exposed parts of the automatic irrigation system to avoid sudden freeze damage will be invoiced and paid by the District for time and materials.

Activation:

- Seasonal activation of the irrigation system will be performed as part of the base contract.
- The Consultant will be responsible for determining when to activate the system. At the time of activation, all necessary repairs will be performed to bring the system up to operating condition. The District will pay for time and materials on all irrigation repairs for the spring according to the pricing outlined in **Exhibit A-2** of this agreement.
- The irrigation system will be continuously monitored and maintained for both above and below ground system operations maintenance to confirm a fully operational and properly functioning system exists, including adjustments as required to maintain overall efficiency of the system and to eliminate stress areas.
- The Consultant agrees to work with the District in seeking alternative methods to lower irrigation water usage.
- Repairs and replacements as required will be at the expense of the District for materials only at the Consultant's published pricing. Labor for all irrigation work will be billed at rates as identified under **Exhibit A-2**. The Consultant is authorized to perform any one single repair that is reasonably expected to be less than \$500.00 without further authorization from the District. Repairs in excess of that amount shall be authorized by the District before commencing repair work, except in cases of emergency. Any damage to the irrigation system resulting from or caused by the Consultant, his employees or a subcontractor, in the performance of his duties, including, but not limited to snow removal and mowing operations, shall be repaired by the Consultant to the District's satisfaction at no expense to the District.
- Damages caused by the Consultant during the normal course of operation will be repaired by the Consultant in a prompt manner at no expense to the District.

Deactivation/Winterization:

- Seasonal deactivation and winterization of the irrigation system will be performed in the fall of each year, typically in October or November, depending on weather conditions. The irrigation system will be drained of water and will have forced air injected into the lateral and pressure lines.
- Any damages attributable to improper winterization of the system will be paid for in full, by the Consultant.

Emergency Service Calls and Best Management Practices (BMP):

- Emergencies are defined as after-hours calls between the hours of 6:00 p.m. and 8:00 a.m. Monday-Friday, all day Saturday and Sunday, and recognized holidays, and are to be paid by the District at the published pricing on **Exhibit A-2** of this agreement.

- The Consultant shall respond to all such emergency calls within sixty (60) minutes of the receipt of the call and thereafter have sixty (60) minutes to “cure” noted violations, such as but not necessarily limited to, stuck valves, line breaks, etc.

Landscape/ Debris Cleanup, Maintenance Programs:

All landscape areas shall be inspected on days of service and excess landscape debris cleaned up and removed. In-scope sidewalk and curb areas will be kept clean with the use of power operated blowers. Weeds shall be removed from the landscaped areas to provide a weed-free landscape, using either chemical or manual means. Weeds in paved areas, including sidewalks and curbs shall be included in the weed control program.

Aeration:

Aeration has been proven to improve water and fertilization penetration to the root zone. It also reduces run-off and assists in conserving water use. All turf areas will be aerated twice a year, once in the spring, prior to June 15, and once in the fall prior to October 31st.

Winter Services:

The Consultant shall remain available to price and perform services during months the Agreement is not in effect.

Bio-Hazards:

The Consultant shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the District’s property. This includes, but is not limited to, items such as dead/dying animals, hypodermic needles (sharps/needles will not be handled by the Consultant’s employees at any time), condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. The Consultant shall only be obligated to report/communicate any observations of potential biohazards to the District for their appropriate removal by others, unless previously arranged by the District and the Consultant.

EXHIBIT A-1
MAP OF OWNERSHIP AND MAINTENANCE RESPONSIBILITIES

COMMONS AT EAST CREEK AT TOWER LANDING SUBDIVISION FILING NO. 1
A RESUBDIVISION OF LOT 1 AND TRACT A, BLOCK 1, TOWER LANDING SUBDIVISION FILING NO. 1
SITUATED IN THE NE1/4 OF SECTION 21, T4S, R66W OF THE 6TH P.M.,
CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO.
AREA = 6.95 ACRES, MORE OR LESS.

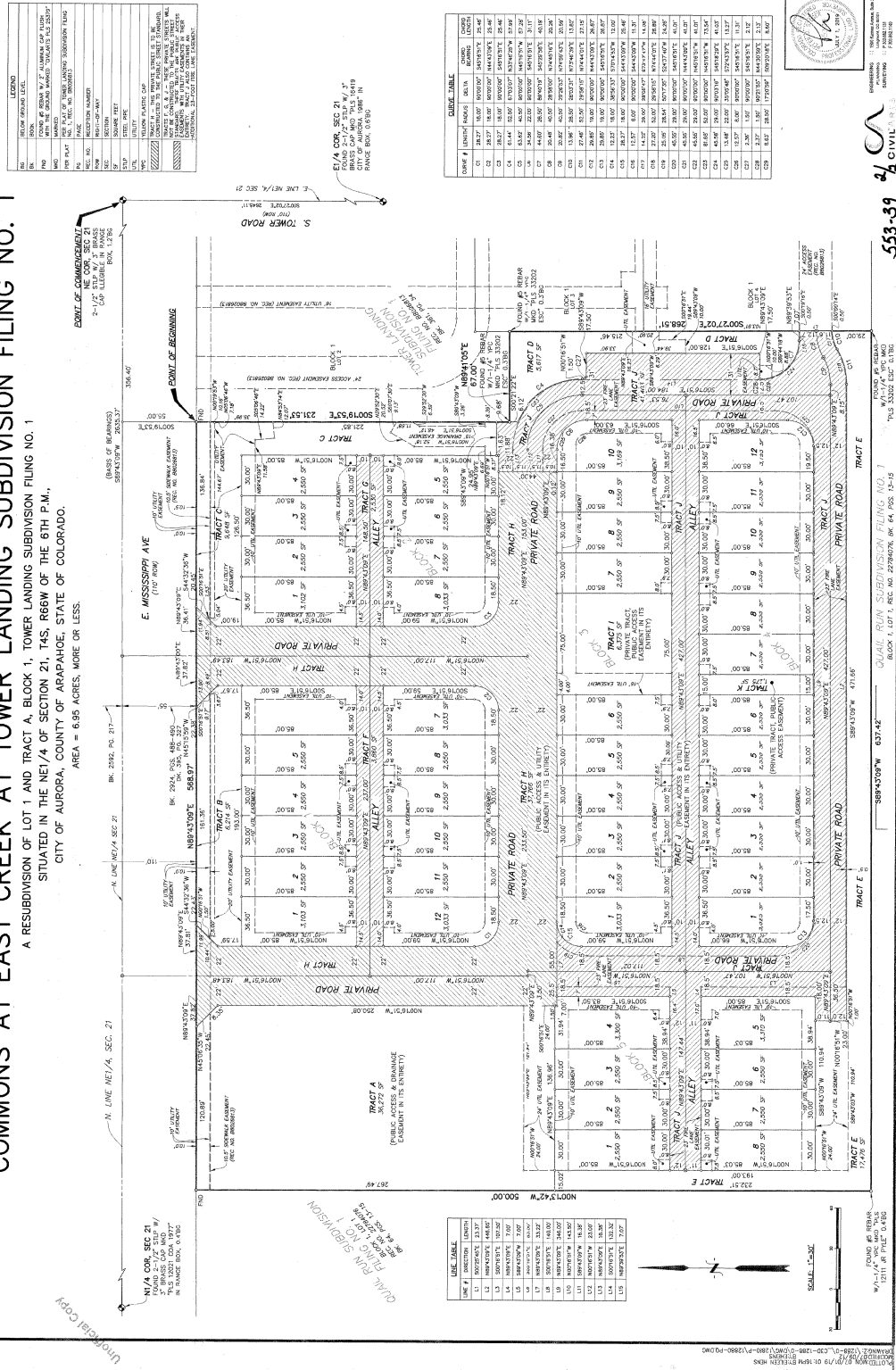


EXHIBIT A-2
CONTRACTOR BILL BACK AND MATERIAL COSTS

Labor Rates:

Foreman with a Truck: \$65.00 per hour

Native Mowing: \$90.00 per hour

Auditor - Irrigation/Water Management: \$100.00 per hour

Backflow Testing: \$150.00 per back flow

Emergency Call Out Off-Hours: \$105.00 per hour (**two hour minimum**)

Irrigation Technician/Skilled Labor: \$70.00 per man-hour

General Laborers: \$60.00 per man-hour

Chemical Applications: \$140.00 per hour

Consulting – Arborist: \$135.00 per hour

Landscape Consultation: \$150.00 per hour

Pesticide Applications: \$Bid per job

Skid Steer Front End Loader: \$225.00 per hour

EXHIBIT B COMPENSATION

Payment for Services:

The total annual contract for all services as outlined in this contract will be \$19,800.00, payable in twelve (12) equal payments of \$1,650.00, excluding those services that are terminated, identified as either material and/or labor costs, or are agreed upon additional approved services.

This payment schedule is for the convenience of both parties and does not reflect the actual work done during a particular month.

Contract invoices will be invoiced at the beginning of each month (in advance) for the service month which is to be paid by the end of the invoiced month. All additional invoices will be submitted as they occur by the 24th day of each month, and will be paid by the District by the end of the invoiced month.

All work requested by the District that is out-of-scope to this Contract must be given to the Consultant in writing and issued by an authorized representative of the District. Payment request for each such special work order must be submitted solely for that specific work order.

EXHIBIT C

FORM OF CHANGE ORDER

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

CHANGE IN SCOPE OF SERVICES (describe):
--

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
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:	APPROVED:
By: _____	By: _____
District	Consultant

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

THIS **SERVICE AGREEMENT FOR 2022-2023 SNOW REMOVAL SERVICES** (“**Agreement**”) is entered into and effective October 11, 2022 (the “**Effective Date**”), by and between **THE COMMONS AT EAST CREEK METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **COX PROFESSIONAL LANDSCAPE SERVICES LLC**, a Colorado limited liability company (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, and shall expire on May 1, 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: The Commons at East Creek Metropolitan District
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228
Phone: (303) 987-0835
Email: pripko@sdmsi.com
Attn: Peggy Ripko

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

To Consultant: Cox Professional Landscape Services LLC
14051 E. Davies Avenue, Unit A
Centennial, CO 80112
Phone: 303-693-6878
Email: coxoffice@coxprolandscape.com
Attn: Kevin A. Cox

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]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**COX PROFESSIONAL LANDSCAPE
SERVICES LLC**

Its:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Witness my hand and official seal.

My commission expires:

Notary Public

THE COMMONS AT EAST CREEK METROPOLITAN DISTRICT

By: _____
_____, President

STATE OF COLORADO)
) ss.
COUNTY OF)

Witness my hand and official seal.

My commission expires:

Notary Public

EXHIBIT A SCOPE OF SERVICES

General Scope of Services:

The Consultant shall make all efforts to remove snow and ice from all walkways and parking areas by _____ AM/PM (circle AM or PM). This includes any amount of accumulation including accumulations less than trigger amount noted by the District based on climate and/or site conditions for the safety of public and/or private use. Otherwise, snow removal will not occur unless there is _____ inches of accumulation. The District understands charges for snow accumulation checks will be applied at the rate of **\$70.00**. **THIS CHARGE WILL ONLY BE INVOICED IF SERVICES ARE NOT REQUIRED.** The District also understands in cases where a second or subsequent service is required based on snow accumulations and storm durations, additional charges will apply. Application of ice melt to sidewalks, stairs, and dumpster areas is to be completed at the discretion of the Consultant as well as application of Rapid Thaw material to drives, and parking areas as needed.

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

EXHIBIT B COMPENSATION

Billing is done on a time and materials basis at rates listed as follows and are invoiced with a 2-hour minimum:

Truck with Plow	\$115.00 per hour
ATV with Plow	\$90.00 per hour
Snow Blower	\$80.00 per hour
Hand Removal	\$70.00 per hour
Ice Slicer/Melt Application (labor rate)	\$95.00 per hour
Walk Behind Front End Loader	\$95.00 per hour
Skid Steer Front End Loader	\$225.00 per hour

Materials:

Rapid Thaw Product only	\$0.95 per pound
Ice Melt Product only	\$1.10 per pound

Payments will be billed and sent via email to the District by the Consultant upon completion of a push and will specify the date services were performed. The District will pay all invoices within 15 days of receipt.

EXHIBIT C

FORM OF CHANGE ORDER

Change Order No:	Date Issued:
Name of Agreement: Service Agreement for Snow Removal Services	
Date of Agreement:	District(s): The Commons at East Creek Metropolitan District
Other Party/Parties: Cox Professional Landscape Services LLC	

CHANGE IN SCOPE OF SERVICES (describe):			
CHANGE IN AGREEMENT PRICE:		CHANGE IN TERM OF AGREEMENT:	
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:	APPROVED:
By: _____	By: _____
District	Consultant



"Whatever it Takes"

AGREEMENT

This agreement is made between _____; hereinafter referred to as the CLIENT, and Cox Professional Landscape Services, LLC; hereinafter referred to as the CONTRACTOR, for snow pushing services. It is hereby mutually agreed and understood that for and in consideration of the sum or sums to be paid to the CONTRACTOR by the CLIENT, as set forth in this contract, the said CONTRACTOR shall furnish all labor, permits, equipment, accessories, and material and shall perform all work in a good, substantial, timely and workman like manner, in accordance with the provisions and specifications of this agreement.

SERVICE ADDRESS: _____

TIMING OF SNOW PUSHING SERVICES

CONTRACTOR must make all efforts to remove snow and ice from all walkways and parking areas by _____ AM/PM (circle AM or PM). This includes any amount of accumulation including accumulations less than trigger amount noted by CLIENT based on climate and/or site conditions for the safety of public and/or private use. Otherwise, snow removal will not occur unless there is _____ inches of accumulation. CLIENT understands charges for snow accumulation checks will be applied at the rate of **\$70.00**. THIS CHARGE WILL ONLY BE INVOICED IF SERVICES ARE NOT REQUIRED. CLIENT also understands in cases where a second or subsequent service is required based on snow accumulations and storm durations, additional charges will apply. Application of ice melt to sidewalks, stairs, and dumpster areas is to be completed at the discretion of the CONTRACTOR as well as application of Rapid Thaw material to drives, and parking areas as needed.

INSURANCE

CONTRACTOR agrees to carry a policy of liability insurance with limits of at least \$1,000,000. The CONTRACTOR also agrees to carry Worker's Compensation Insurance. The CONTRACTOR shall submit certifications of said insurance to CLIENT, on request, prior to commencing work.

CONTRACT TERMS AND PAYMENTS

The terms of this agreement shall be for the snow season beginning in fall of 2022 and ending May 1st, 2023.

Billing is done on a time and materials basis at rates listed as follows and are invoiced with a 2-hour minimum:

Truck with Plow	\$ 115.00 per hour
ATV with Plow	\$ 90.00 per hour
Snow Blower	\$ 80.00 per hour
Hand Removal	\$ 70.00 per hour
Ice Slicer/Melt Application (labor rate)	\$ 95.00 per hour
Walk Behind Front End Loader	\$ 95.00 per hour
Skid Steer Front End Loader	\$ 225.00 per hour

Materials:

Rapid Thaw Product only	\$ 0.95 per pound
Ice Melt Product only	\$ 1.10 per pound

Payments will be billed and sent via email to CLIENT by CONTRACTOR upon completion of a push and will specify the date services were performed. The CLIENT will pay all invoices within 15 days of receipt.



"Whatever it Takes"

MODIFICATION/AMENDMENT

No modification, amendment, or alteration may be made to this agreement unless mutually agreed, in writing, by both parties. This agreement may not be assigned without the written approval of the CLIENT.

CONTRACTOR SUPERVISION

All personnel hired for the purpose of providing services described herein shall be properly supervised by CONTRACTOR.

CONFLICTS

If there is a conflict between this agreement, and any other documentation or communications between CONTRACTOR and CLIENT, this agreement will govern.

DAMAGE BY CONTRACTOR

Any damages due to negligence incurred by CONTRACTOR in performance of snow pushing services will be repaired at no charge. This includes any damage to sod, landscape, concrete driveways and walkways, the sprinkler system, garage doors, or other physical structures. The CLIENT will submit a work order to CONTRACTOR specifying the damage. Repairs will be completed within a reasonable period of time after receiving the work order. If work is not repaired by CONTRACTOR within this time frame, CLIENT, in its sole discretion, may contract for a third party to make the necessary repairs and CONTRACTOR will be billed for this work.

TERMINATION

Either party may terminate this agreement by delivering written notice at least 30 days prior to the effective date, to the other party, except that this agreement may be terminated immediately, for failure to perform by either party.

DEFAULT

In the event of default by either party, the defaulting party will be responsible for all costs incurred by the non-defaulting party in enforcement of the contract, including reasonable attorney's fees.

CLIENT: _____

Email _____

BY: _____

Signature

Date

CONTRACTOR: Cox Professional Landscape Services, LLC.

BY: Kevin A. Cox, Owner

Email: coxoffice@coxprolandscape.com

Signature

Date



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 fluid and cursive, with the first name "Cheryl" and last name "Matlosz" clearly distinguishable.

Cheryl L. Matlosz
Firm Administrator