

**BEEBE DRAW FARMS AUTHORITY**

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**A copy of the agenda/meeting packet is available at the Beebe Draw Farms website at [www.colorado.gov/beebedrawfarms](http://www.colorado.gov/beebedrawfarms)**

**NOTICE OF REGULAR MEETING AND AGENDA**

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term Expires:</u>
Paul “Joe” Knopinski	President	June 2023
Sharon Dillon	Treasurer	June 2023
William Caldwell	Vice President	June 2024
Diane Mead	Asst. Secretary	June 2023
Lisa A. Johnson	Secretary	

DATE: March 8, 2023  
 TIME: 6:00 P.M.  
 PLACE: Hybrid Meeting:  
 Pelican Lake Ranch Community Info and Sales Center  
 16502 Beebe Draw Farms Parkway  
 Platteville, CO 80641

Or Microsoft Teams via link or telephonic:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MjhmNjQ4N2MtMWU5Yy00MDJjLTk0ZTUtZGE2YmRhZDgxNjJw%40thread.v2/0?context=%7b%22id%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22oid%22%3a%22d42bab28-fbd8-4e65-a395-965cf9ef152f%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjhmNjQ4N2MtMWU5Yy00MDJjLTk0ZTUtZGE2YmRhZDgxNjJw%40thread.v2/0?context=%7b%22id%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22oid%22%3a%22d42bab28-fbd8-4e65-a395-965cf9ef152f%22%7d)

**Dial In:** 720-547-5281, Conference ID: 875 329 609#

1. ADMINISTRATIVE MATTERS
  - A. Call to order and approval of agenda.
  - B. Present disclosures of potential conflicts of interest.
  - C. Confirm quorum, location of meeting and posting of meeting notices.
  - D. FIRST READING:
    - 1.
  - E. SECOND READING:

- 1.

F. EMERGENCY READING:

- 1.

2. CONSENT AGENDA

These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

1. Review and approve Minutes of the November 9, 2022 Regular Meeting (enclosure).
2. Ratify approval of payment of claims through the period ending February 24, 2023, totaling \$263,205.62 (enclosed).
3. Consider acceptance of December 31, 2022 Financial Statements and March 2023 Cash Position Schedule (to be distributed under separate cover).
4. Ratify Approval of Change Order to Crack Seal Services Agreement (enclosure).
5. Ratify Approval of 2023 Crack Seal Services Agreement (enclosure).

3. PUBLIC COMMENT

A.

4. FINANCIAL MATTERS

A. FIRST READING:

1. Conduct Public Hearing on Amendment of 2022 Budget and consider adoption of Resolution 2023-03-01 to Amend 2022 Budget (enclosure).

B. SECOND READING:

- 1.

C. EMERGENCY READING

- 1.

5. OPERATIONS & MAINTENANCE

- A. Discuss revision to Pool Manager job description to make the position a permanent part time position rather than seasonal.
- B. Update on recent purchase of pool furniture and fixtures.
- C. FIRST READING

1. Discuss fish stocking of Lake Christina.
2. Discuss enforcement of no hunting rules at Lake Christina.

D. SECOND READING:

- 1.

E. EMERGENCY READING:

- 1.

6. CAPITAL AMENITIES

A. FIRST READING:

1. Discuss status of path project proposals.

B. SECOND READING:

- 1.

C. EMERGENCY READING:

- 1.

7. INFRASTRUCTURE MATTERS

A. Filing No. 2:

- 1.

B. FIRST READING:

- 1.

C. SECOND READING:

- 1.

D. EMERGENCY READING:

- 1.

8. LEGAL MATTERS

A. FIRST READING:

1. Discuss Resolution No. 2023-05-01 Amendment Regarding Water Tap Options and Associated Fees (enclosure).

B. SECOND READING:

- 1.

C. EMERGENCY READING:

- 1.

9. OTHER BUSINESS

A.

10. ADJOURNMENT:

**The next regular scheduled meeting is May 10, 2023**

**MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY  
HELD  
NOVEMBER 9, 2022**

A regular meeting of the Board of Directors (referred to hereafter as the “Board”) of the Beebe Draw Farms Authority (referred to hereafter as the “Authority”) was convened on Wednesday, November 9, 2022, at 6:00 P.M. The meeting was open to the public.

ATTENDANCE

**Directors In Attendance Were:**

Paul “Joe” Knopinski  
William Caldwell  
Sharon Dillon  
Christine Hethcock (Beebe Draw Farms MD No. 2) serving as alternate for  
Director Mead

**Also In Attendance Were:**

Lisa Johnson, Shauna D’Amato and Terri Boroviak; CliftonLarsonAllen LLP  
Alan Pogue; Icenogle Seaver Pogue, P.C.

Eric Wernsman, Catrena Rosentreader and Brenda Lewis (Beebe Draw Farms  
MD No. 1)

Suzanne Meintzer; McGeady Becher P.C., legal counsel to Beebe Draw Farms  
Metropolitan District No. 2

Tina Wernsman, Dave Miller, Crystal Clark, John and Kim Coleman, Kent  
Lewis, Kelly Deitman, Ed Farrell, Cindy Key, Patty Caldwell, Judy Tunis and  
other members of the public

ADMINISTRATIVE  
MATTERS

**Call to Order and Approval of Agenda:** The meeting was called to order at 6:00 p.m. by Ms. Johnson. Upon a motion duly made by President Knopinski, seconded by Director Hethcock and, upon vote, unanimously carried, the Board approved the Agenda, excused the absence of Director Mead and acknowledged Director Hethcock from Beebe Draw Farms Metropolitan District No. 2 to serve as an alternate.

**Disclosures of Potential Conflicts of Interest:** The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State.

Ms. Johnson noted that a quorum was present and requested members of the

Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute.

**Confirm quorum, location of meeting and posting of meeting notice:**

A quorum was confirmed. Ms. Johnson noted that notice of the meeting was posted as required.

**Adoption of Resolution 2022-11-01, 2023 Annual Administrative Matters**

**Resolution:** Ms. Johnson reviewed the resolution with the Board. Following review, upon a motion duly made by President Knopinski, seconded by Director Dillon and, upon vote, unanimously carried, the Board approved Resolution 2022-11-01, 2023 Annual Administrative Matters Resolution.

**Adoption of Resolution No. 2022-11-02, 2023 Meeting Resolution:**

Attorney Pogue reviewed the resolution with the Board. Following review, upon a motion duly made by Director Hethcock, seconded by Director Dillon and, upon vote, unanimously carried, the Board approved Resolution 2022-11-02, 2023 Meeting Resolution. The Board will conduct hybrid regular meetings on the 2<sup>nd</sup> Wednesday of every other month at 6:00 p.m.

**Approval of CliftonLarsonAllen LLP Statements of Work:**

Ms. Johnson reviewed the CliftonLarsonAllen LLP Statements of Work with the Board. Following review, upon a motion duly made by Director Dillon, seconded by President Knopinski and, upon vote, unanimously carried, the Board approved the CliftonLarsonAllen LLP Statements of Work as presented.

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.

**CONSENT  
AGENDA**

The Board considered the following items and actions:

- Minutes of the October 12, 2022, Regular Meeting and October 26, 2022, Special Meeting.
- Ratify payment of claims \$62,531.13
- September 30, 2022, Financial Statements and November 2022 Cash Position Schedule

The Board reviewed the Consent Agenda items. Following review, upon motion duly made by Director Caldwell, seconded by Director Hethcock and, upon vote, unanimously carried, the Board approved and/or ratified approval of the Consent Agenda items as presented.

PUBLIC  
COMMENT

Director Caldwell commented that he has yet to receive a map of the recent transfer of land to REI to ensure the maintenance crew are not providing services on private property.

Ms. Wernsman inquired who the current employees are and who are the volunteers.

Ms. Key inquired about a recent Colorado Open Records Act (“CORA”) request.

Ms. Coleman inquired whether the CORA response would be made public.

FINANCIAL  
MATTERS

**Approval of engagement letter with Wipfli LLC to prepare 2022 Audit:**

Ms. Johnson reviewed the WIPFLI engagement letter with the Board. Following review, upon a motion duly made by Director Dillon, seconded by Director Hethcock and, upon vote, unanimously carried, the Board approved the engagement letter with Wipfli LLC to prepare the 2022 Audit as presented.

**FIRST READING:** None.

**SECOND READING:**

1. **Conduct Public Hearing on the proposed 2023 Budget and consider adoption of Resolution 2022-11-03 to Adopt the 2023 Budget, Appropriate Sums of Money and Set Mill Levies:** President Knopinski opened the public hearing at 7:20 p.m. It was noted that publication of Notice stating that the Board would consider approval of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the public hearing. President Knopinski closed the public hearing at 7:21 p.m..

Ms. Boroviak reviewed the 2023 Budget with the Board. Following review, upon a motion duly made by Hethcock, seconded by Director Caldwell and, upon vote, unanimously carried, the Board approved the 2023 Budget and adopted Resolution 2022-11-03 to Adopt 2023 Budget, Appropriate Sums of Money and Set Mill Levies as presented.

**EMERGENCY READING:** None.

OPERATIONS AND  
MAINTENANCE

**FIRST READING:**

1. **Review reserve analysis:** The Board briefly reviewed the Reserve Study and discussed the recommendations.

**SECOND READING:** None.

**EMERGENCY READING:** None.

CAPITAL  
AMENITIES

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.

INFRASTRUCTURE  
MATTERS

**Filing No. 2:** Director Hethcock provided an update on the Filing 2 status.

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.

LEGAL MATTERS

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, the meeting was adjourned at 8:14 p.m.

Respectfully submitted,

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



**Beebe Draw Farms Authority**  
**Paid Claims for the Period of November 4, 2022 through March 1, 2023**  
**Presented at the March 8, 2023 Board Meeting**

Process Date	Vendor	Invoice Number	Payment Method	Amount
11/4/2022	American Eagle Garage Doors, LLC	15005	BILL Check	\$ 170.00
11/4/2022	American Turf & Tree Care	Multiple	BILL Check	1,634.00
11/4/2022	CliftonLarsonAllen	Multiple	BILL EFT	35,114.77
11/4/2022	Colorado Special Districts P&L	POL-0010703	BILL EFT	1,552.00
11/4/2022	Ireland Stapleton	141815	BILL Check	65.00
11/4/2022	Kill Switch Automotive	9138	BILL Check	1,196.88
11/4/2022	Sharon Dillon	IN 82275	BILL Check	600.45
11/8/2022	B&C Refuse	97	Other	80.00
11/16/2022	Xcel Energy	801710204	Other	98.54
11/21/2022	Rise Broadband	0187 NOV22	Other	138.04
12/1/2022	American Turf & Tree Care	320405	BILL Check	801.00
12/1/2022	CliftonLarsonAllen	3476619	BILL EFT	9,347.25
12/1/2022	Diversified Underground, Inc	26539	BILL EFT	276.00
12/1/2022	Drexel, Barrell & Co.	25454	BILL Check	390.00
12/1/2022	Erbacher Electric	22-107	BILL Check	2,954.78
12/1/2022	Greater Western Fence LLC	2618	BILL Check	1,960.00
12/1/2022	Icenogle Seaver Pogue, PC	22477	BILL EFT	4,923.00
12/1/2022	Maidpro	18453028	BILL Check	94.00
12/1/2022	Norton & Smith, P.C	10 31 2022	BILL Check	518.00
12/4/2022	Rise Broadband	4473 DEC22	Other	123.98
12/14/2022	Xcel Energy	Multiple	Other	269.12
12/19/2022	Rise Broadband	0187 DEC22	Other	138.04
12/27/2022	Space Exploration Technologies Corp	INV-USA-6705025-97628-38	Other	110.00
12/28/2022	United Power	UnitedPowerDEC22	Other	22.54
12/29/2022	Aquatics Associates, Inc.	6023	BILL Check	11,057.60
12/29/2022	CliftonLarsonAllen	Multiple	BILL EFT	16,157.66
12/29/2022	Colorado Special Districts P&L	Multiple	BILL EFT	28,992.00
12/29/2022	Crystal Clark	Reimbursement	BILL Check	4,283.18
12/29/2022	Diversified Underground, Inc	26709	BILL EFT	18.00
12/29/2022	Icenogle Seaver Pogue, PC	22711	BILL EFT	4,425.50
12/29/2022	Maidpro	18727305	BILL Check	94.00
12/29/2022	Norton & Smith, P.C	11 30 2022	BILL Check	14.76
12/29/2022	Polywood	SO0000000009522	BILL Check	14,923.70
1/20/2023	Xcel Energy	Multiple	Other	459.31
1/24/2023	Space Exploration Technologies Corp	INV-USA-7384680-44465-40	Other	110.00
1/27/2023	Broomfield Sheet Metal Inc	65012	Vendor Direct Virtual Card	3,050.00
1/27/2023	Ireland Stapleton	Multiple	Vendor Direct Virtual Card	390.00
1/30/2023	CliftonLarsonAllen	Multiple	BILL EFT	8,666.44
1/30/2023	Delich Associates	2258-1	BILL Check	4,975.00
1/30/2023	Diversified Underground, Inc	26867	BILL EFT	12.00
1/30/2023	Greeley Furnace Heating & Air	69339852	BILL Check	369.00
1/30/2023	Icenogle Seaver Pogue, PC	22857	BILL EFT	2,081.00
1/30/2023	Kenneth L Rose	Reimbursement	BILL Check	197.44
1/30/2023	Maidpro	18727306	BILL Check	94.00
1/30/2023	RLI Surety	936038	BILL Check	250.00
1/30/2023	Special Markets Insurance Consultants, Inc	167909	BILL Check	235.00
1/30/2023	Wernsman Engineering and Land Development LLC	325	BILL Check	94,550.00
1/30/2023	Wipfli LLP	2171828	BILL EFT	5,200.00
2/24/2023	United Power	UnitedPowerJAN23	Other	22.64
<b>Grand Total</b>				<b>\$ 263,205.62</b>

**BEEBE DRAW FARMS AUTHORITY**

**CHANGE ORDER**

**TO CRACK SEAL SERVICES AGREEMENT**

This CHANGE ORDER TO CRACK SEAL SERVICES AGREEMENT (“Change Order”) is entered into and effective as of January 20, 2023, by and between BEEBE DRAW FARMS AUTHORITY, an authority and separate legal entity duly created pursuant to Section 29-1-203, C.R.S. (the “Authority”), and T CASE CONSTRUCTION LTD., a Colorado limited liability company (the “Contractor”), and is hereby issued to modify the terms of that Crack Seal Services Agreement between the Authority and the Contractor dated January 12, 2022 (the “Agreement”). Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in the Agreement.

1. Additional Services. The Parties hereby acknowledge and agree that the Services to be performed by the Contractor pursuant to the Agreement are hereby modified as set forth in **Exhibit A** attached hereto.

2. Compensation. Contractor hereby agrees to perform such Services as set forth in Exhibit A to this Change Order, and the Authority hereby agrees to pay Contractor for the satisfactory performance of the Services in an amount not to exceed \$5,000. The Authority’s payment obligation set forth in this Paragraph 2 is subject to the annual appropriation of funds by the Authority, as set forth in Section 12 of the Agreement. The Authority has appropriated sufficient funds to compensate Contractor for Services rendered pursuant to this Change Order for the current fiscal year (2022).

3. Term. The Services to be performed by the Contractor hereunder shall be completed by December 31, 2022.

4. Integrated Agreement. This Change Order has been issued pursuant to, and is hereby made a part of, the Agreement. Except as otherwise provided herein, the terms and conditions of the Agreement remain in full force and effect and shall apply to this Change Order.

5. Counterparts. This Addendum may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(Remainder of Page Intentionally Left Blank.)

IN WITNESS WHEREOF, the parties have entered this Change Order as of the date first written above.

**AUTHORITY:**

BEEBE DRAW FARMS AUTHORITY

W<sup>m</sup> (Bill) CALDWELL  
By: W<sup>m</sup> (Bill) Caldwell  
Its: \_\_\_\_\_

**CONTRACTOR:**

T CASE CONSTRUCTION LTD., a Colorado  
limited liability company

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

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have entered this Change Order as of the date first written above. 12

**AUTHORITY:**

BEEBE DRAW FARMS AUTHORITY

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

**CONTRACTOR:**

T CASE CONSTRUCTION LTD., a Colorado  
limited liability company

T Case Construction LLC  
By: Tom Case  
Its: owner TC

**EXHIBIT A**  
**CHANGE ORDER**  
**SCOPE OF SERVICES**

Touch up and repair of all cracks (full-depth, partial-depth, and filled but settled), regardless of width or linear feet, on the following asphalt roads within the boundaries of the Beebe Draw Farms Authority:

- Stoneleigh Road
- Essex Road South
- Essex Road North
- Ledyard Road
- Burghley Court

The Services shall proceed and be performed until the total cost of such Services equals Five Thousand Dollars (\$5,000). No further crack sealing services are authorized hereunder. The Services include all necessary traffic control.

**BEEBE DRAW FARMS AUTHORITY  
CRACK SEAL SERVICES AGREEMENT  
(2023 Services)**

This **CRACK SEAL SERVICES AGREEMENT** (“Agreement”) is entered into and effective as of January 20, 2023, by and between BEEBE DRAW FARMS AUTHORITY, an authority and separate legal entity duly created pursuant to Section 29-1-203, C.R.S. (the “Authority”), and T CASE CONSTRUCTION LTD., a Colorado limited liability company (the “Contractor”).

**RECITALS**

**WHEREAS**, the Authority is permitted to enter into, make and perform contracts of every kind and to conduct its business and affairs; and

**WHEREAS**, the Authority has determined that it requires crack sealing repair services (as further defined herein, the “Services”) and desires to engage the Contractor to render these Services; and

**WHEREAS**, the parties desire to enter into this Agreement to establish the terms and conditions by which the Contractor shall provide the Services for the Authority.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**AGREEMENT**

1. **Appointment of Contractor.** The Authority hereby retains Contractor for purposes of performing such Services as described in Paragraph 2 of this Agreement, subject to the terms and conditions of this Agreement. Contractor hereby agrees to perform the Services pursuant to the terms and conditions set forth herein.

2. **Scope of Services.** Contractor shall perform the services for the Authority as outlined in the Scope of Services, attached hereto in **Exhibit A** and incorporated herein by reference (“Services”). The Authority may, from time to time, request changes to the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor’s compensation, shall be mutually agreed upon by the Parties and set forth in an amendment to this Agreement. No amendment to provide for a change in Services that results in an increase in the Contractor’s compensation shall be authorized and executed by the Authority unless sufficient funds have been appropriated by the Authority for payment of the increased compensation. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur an obligation, or otherwise obligate the Authority in any manner whatsoever, except to the extent specifically provided in this Agreement. Contractor shall at all times conform to the stated policies established and approved by the Authority.

A. General Duties. In connection with performing the Services, Contractor agrees to:

(1) Provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications

(2) Furnish, or cause to be furnished, all labor, materials, equipment, tools, permits and accessories, as necessary, to provide such Services;

(3) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Paragraph 7 hereof;

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

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

B. Compliance with Applicable Law. Contractor shall provide the Services as set forth herein in full compliance with all applicable laws, ordinances, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction. Contractor declares that Contractor has complied with all federal, state, and local laws regarding business permits, certificates and licenses that may be required to carry out the Services to be provided pursuant to this Agreement.

C. Inspections/Services. Contractor has visited the site whereupon the Services will be performed, has inspected the subject roadways and other surface areas, and accepts them for performance in exchange for the compensation herein provided.

D. Diligent Performance. Contractor will begin providing the Services on the date directed by the Authority and will thereafter continually and diligently perform the Services until completion.

E. Subcontractors. Contractor is solely and fully responsible to the Authority for the Services to be provided pursuant to this Agreement, including all acts and omissions of subcontractors and persons employed by them. Contractor will require any subcontractors to obtain the required insurance coverage pursuant to Paragraph 7 hereof and to agree to indemnify the Authority in the same manner as Contractor pursuant to Paragraph 9 hereof.

F. No Right or Interest in Authority's Assets. Contractor shall have no right or interest in any assets of the Authority, or in any lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

3. Compensation. In exchange for performance of the Services, Contractor shall be paid an amount not to exceed **Fifteen Thousand Nine Hundred Fifty Dollars (\$15,950.00)** in accordance with the procedures set forth in this Paragraph. Contractor shall not receive additional compensation for any change in Services provided unless the Authority and Contractor have executed an amendment to this Agreement authorizing the change in Services and the payment of additional compensation to Contractor. The Authority is exempt from Colorado sales and use taxes. Contractor shall use reasonable efforts to ensure that costs for Services set forth in Exhibit A and charged to the Authority do not include sales and use taxes.

A. Requirements for Payment. With each invoice, Contractor shall submit to the Authority a report in a form acceptable to the Authority that describes the Services completed to date and the work yet to be performed, and summarizes costs paid to date by the Authority and the amount currently due to Contractor. The Authority shall pay Contractor's invoice within forty-five (45) days from the 3<sup>rd</sup> day of each month. The Authority reserves the right to inspect all Services completed and invoiced prior to payment as set forth in Paragraph 3.B. herein. In the event inspected Services are not accepted for payment by the Authority, the terms of Paragraph 3.B. herein shall apply.

B. Inspection of Services. The Authority may inspect the Services provided at any time during the term of this Agreement and shall notify Contractor if the Authority determines, in its discretion, that any or all Services are not provided in accordance with this Agreement. Failure by Contractor to properly provide the Services required by this Agreement shall constitute a default hereunder. In such case, the Authority shall provide written notice of said default to Contractor. Contractor shall have ten (10) days to cure the default unless otherwise agreed to by the Parties. If Contractor fails to cure the default within the time period provided, the Authority shall be entitled to pursue all remedies provided by law and in equity, including specific performance, and to recover all costs and reasonable attorney fees incurred in any suit or claim brought by the Authority to enforce the terms of this Agreement. In addition, in the event of default by Contractor, the Authority may hire a third party to complete the Services and Contractor agrees to pay all additional costs incurred for the completion of the Services by a third party.

C. Compensation Upon Termination. In the event this Agreement is terminated, the Authority shall pay Contractor for the portion of the Services satisfactorily performed prior to the designated termination date. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of notice of termination or the effective date of termination, as applicable. In ascertaining the Services actually rendered hereunder up to the date of notice of termination or the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress pertaining to the Services contemplated herein.

4. Term. The term of this Agreement shall begin on the date set forth above, shall be effective as of such date regardless of the date of execution hereof, and shall expire upon completion of the Services; provided that, in the event the completion of Services occurs in a fiscal year following



the effective date of this Agreement, such Services to be performed in the following fiscal year shall be subject to annual appropriations by the Authority as set forth in Paragraph 12 hereof. This Agreement may be extended in writing upon mutual agreement of the Parties, and such writing shall become an amendment to and part of this Agreement. Any extension of this Agreement shall be subject to annual appropriations by the Authority.

5. Termination. The Authority shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date of termination thereof. Contractor shall be entitled to receive compensation in accordance with Paragraph 3.C. of this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the effective date of termination. Contractor may terminate this Agreement, with cause, by delivery of written notice of termination to the Authority at least thirty (30) days prior to the effective date of termination. Such notice shall specify the extent of termination and the effective date. Contractor shall stop rendering Services pursuant to this Agreement upon the effective date of termination. Upon any termination and payment of all undisputed amounts owed to Contractor, Contractor shall transfer and deliver to the Authority any Instruments of Service.

6. Instruments of Service. For purposes of this Agreement, Instruments of Service includes the following: any and all finished or unfinished design, development and/or construction documents, if any, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which Contractor created, prepared and/or produced in connection with this Agreement. Contractor owns the Instruments of Service, including all associated copyrights and the right of reuse at the discretion of the Contractor. Contractor shall continue to own the Instruments of Service and all associated rights whether or not the Services are completed. The District may make and retain copies of Instruments of Service for information and reference in connection with the use of the Instruments of Service on the Services. Contractor grants the District a limited license to use the Instruments of Service on the Services, extensions of the Services, and for related uses of the District, subject to receipt by Contractor of full payment due and owing for all Services, and subject to the following limitations: (a) the District acknowledges that such Instruments of Service are not intended or represented to be suitable for use on the Services unless completed by the Contractor, or for use or reuse by the District or others on extensions of the Services, on any other project, or for any other use or purpose, without written verification or adaptation by the Contractor; (b) any such use or reuse, or any modification of the Instruments of Service, without written verification, completion, or adaptation by the Contractor, as appropriate for the specific purpose intended, will be at the District's sole risk and without liability or legal exposure to the Contractor or to its officers, directors, members, partners, agents, employees, and subconsultants; and (c) such limited license to the District shall not create any rights in third parties.

7. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extensions of this Agreement, the minimum insurance coverages and limits set forth in this Paragraph, to provide protection from claims that may arise out of or result from

Contractor's performance or obligations pursuant to this Agreement, whether such performance is by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone who acts on behalf of Contractor, including any subcontractors of Contractor. The minimum insurance coverages and limits to be acquired by Contractor are as follows:

(1) Commercial General Liability Insurance:

General Aggregate	\$ 2,000,000
Products and Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,000,000 each accident

(4) Umbrella Policy: \$ 1,000,000

(5) General Professional Liability. Professional Liability insurance with coverage in the amount of One Million Dollars (\$1,000,000) each claim and in the aggregate covering the negligent acts, errors, or omissions of the Contractor and/or its subcontractors in the performance of the Services.

Unless otherwise indicated, all policies listed herein shall be on an occurrence basis.

B. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the Authority and its directors, officers, employees, and agents.

C. Additional Insured Parties. The Authority shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

D. Certificates of Insurance. Contractor shall provide to the Authority certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any Services pursuant to this Agreement.

E. Notice. Contractor agrees to provide the Authority with a minimum 10-day notice for the cancellation of any insurance policies required by this Agreement due to the non-

payment of a premium and with a minimum of a 30-day notice for any change to or cancellation of an insurance policy other than for non-payment of a premium. Any failure on the part of the Contractor to comply with the notice reporting provisions or other conditions of the insurance policies set forth herein shall not affect the obligation of the Contractor to provide the required coverage to the Authority and its directors, officers, employees, and agents.

F. Subcontractor Insurance. If Contractor subcontracts any portion(s) of the Services, Contractor shall require that each subcontractor retained by Contractor to acquire and maintain insurance coverage as set forth in this Paragraph 7. Contractor shall require each subcontractor to provide to Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Paragraph 7. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Agreement. Contractor shall, upon Authority request, submit them to the Authority for review. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Agreement.

G. Non-limiting. No provision, term or condition contained in this Paragraph 7 of the Agreement shall be construed as limiting in any way the indemnification provision contained in Paragraph 9 hereof, or any rights, immunities and protections provided to the Authority by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., or the extent to which Contractor may be held responsible for payments of damages to persons or property.

8. Independent Contractor. Contractor is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the Authority other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Authority and any of the Contractor's employees. Neither the Contractor nor any of Contractor's employees are or shall be deemed employees of the Authority. Contractor is not, and shall not act as, the agent of the Authority. The employees who assist Contractor in the performance of the Services shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of the Authority. Contractor shall pay all wages, salaries, and other amounts due Contractor's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees including, without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, Contractor has sole authority and responsibility to employ, discharge, and otherwise control Contractor's employees. Contractor has sole authority and responsibility as principal for Contractor's agents, employees, subcontractors and all others Contractor hires to perform or assist in performing the Services.

9. Indemnification. Contractor shall indemnify, assume all responsibility for, and hold harmless the Authority and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for

any claim, loss, damage, injury or liability caused by the negligence or fault of the Authority or any third party under the control or supervision of the Authority. If Contractor is providing architectural, engineering, surveying, or other design services, then the extent of Contractor's obligation to indemnify or hold harmless the Authority may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between Contractor and the Authority. The obligations of the indemnifications extended by Contractor to the Authority under this Paragraph shall survive termination or expiration of this Agreement.

10. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the Authority or its directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

11. Liability of the Authority. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the Authority shall constitute or create an indebtedness or debt of the Authority within the meaning of any Colorado constitutional provision or statutory limitation.

12. Subject to Annual Appropriations. The Authority does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Authority's payment obligations hereunder, including for any changes in Services authorized pursuant to an amendment to this Agreement, are subject to annual appropriations. The Authority has appropriated sufficient funds for this Agreement for the current fiscal year of performance. Any extension of this Agreement, as set forth in an amendment hereto, shall be subject to annual appropriations by the Authority.

A. In compliance with Section 24-91-103.6, C.R.S., the following statements are included in this Agreement:

(1) The Authority has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Agreement.

(2) The Authority is prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed by the Contractor, if such directive causes the aggregate amount under the Agreement to exceed the amount appropriated for the original Agreement, unless the Contractor is given written assurance by the Authority that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Agreement. "Remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but not be limited to change clauses, differing site conditions clauses, variation in quantities clauses, and termination clauses.

(3) Any form of order or directive issued by the Authority requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the Authority to reimburse the Contractor for the Contractor's costs on a

periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the Authority for the additional compensable work to be performed.

13. Notices. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

**If to the Authority:** c/o CliftonLarsonAllen, LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, Colorado 80111  
Attn: Lisa A. Johnson, Manager  
Email: Lisa.Johnson@claconnect.com

**With a Copy to:** Icenogle Seaver Pogue, PC.  
Attn: Alan D. Pogue  
4725 S. Monaco St., Suite 360  
Denver, Colorado 80237  
Email: APogue@ISP-law.com

**If to the Contractor:** T Case Construction Ltd.  
P.O. Box 403  
Johnstown, CO 80534  
Phone: 970-999-2981  
Email: tcaseconstruction@gmail.com

14. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the Authority and Contractor.

15. Assignment. Contractor shall not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written consent of the Authority. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement. Regardless of the Authority's consent, no assignment or transfer shall release Contractor from Contractor's obligation to perform all other obligations required to be performed by Contractor hereunder for the term of the Agreement. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.

16. No Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence of event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

18. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

19. Attorneys' Fees. In the event that litigation is brought by either party hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

20. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the Authority and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

21. Conflicts. The terms of this Agreement may be used to construe the intent of the Parties in connection with any exhibits, addendums or amendments attached hereto, and shall be read as nearly as possible to make the provisions of any such exhibits, addendums, and/or amendments and this Agreement fully effective. Should any irreconcilable conflict arise between the terms of this Agreement and the provisions of any such exhibits, addendums, or amendments, the provisions of this Agreement shall prevail.

22. Headings. The headings, captions and titles contained herein are for convenience and reference only and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not affect the meaning or interpretation of this Agreement.

23. Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

24. Entire Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have entered this Agreement effective as of the date first written above.

**AUTHORITY:**

BEEBE DRAW FARMS AUTHORITY

DocuSigned by:  
**william caldwell**

7984B344D8C244F...

By: William Caldwell

Its: President

**CONTRACTOR:**

T CASE CONSTRUCTION LTD., a Colorado  
limited liability company

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

Its: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have entered this Agreement effective as of the date first written above.

**AUTHORITY:**

BEEBE DRAW FARMS AUTHORITY

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

**CONTRACTOR:**

T CASE CONSTRUCTION LTD., a Colorado limited liability company

TCASE CONSTRUCTION LTD  
By: Tom CASE  
Its: OWNER TPC



**EXHIBIT A**  
**SCOPE OF SERVICES**

**T Case Construction**

Proposal

*and Excavating*

PO Box 403

Johnstown, CO 80534

Phone 970-999-2981

DATE: 8/19/2022

LOCATION: Pelican lakes Platteville

<u>DESCRIPTION</u>	<u>AMOUNT</u>
3 Pallets Crackseal apropos 4500LBS	\$20,950
<b>Total</b>	<b>\$20,950.00</b>

Touch up and repair of all cracks (full-depth, partial-depth, and filled but settled), regardless of width or linear feet, on the following asphalt roads within the boundaries of the Beebe Draw Farms Authority:

- Stoneleigh Road
- Essex Road South
- Essex Road North
- Ledyard Road
- Burghley Court

**The Services shall proceed and be performed until the above-described materials are exhausted. The parties acknowledge and agree that the quantity of materials described in the table above is reduced by an amount equal to \$5,000. The parties further acknowledge and agree that the total price for Contractor's materials herein equals Fifteen Thousand Nine Hundred Fifty Dollars (\$15,950) notwithstanding the amount indicated in the table above.** No further crack sealing services are authorized hereunder. The Services include all necessary traffic control.

**RESOLUTION NO. 2023-03-01**  
**RESOLUTION TO AMEND 2022 BUDGET**

**COMES NOW**, Paul “Joe” Knopinski, the President of the Beebe Draw Farms Authority (the “Authority”), and certifies that at a regular meeting of the Board of Directors of the Authority held, Wednesday, the 8<sup>th</sup> day of March, 2023, at 6:00 P.M., in person at Pelican Lake Ranch Community Info and Sales Center, 16502 Beebe Draw Farms Parkway, Platteville CO 80641, and via video and teleconference: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MjhmNjQ4N2MtMWU5Yy00MDJlLTK0ZTUtZGE2YmRhZDgxNjIw%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22d42bab28-fbd8-4e65-a395-965cf9ef152f%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjhmNjQ4N2MtMWU5Yy00MDJlLTK0ZTUtZGE2YmRhZDgxNjIw%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22d42bab28-fbd8-4e65-a395-965cf9ef152f%22%7d) or by dial in: 720-547-5281, Conference ID: 875 329 609#:

The following Resolution was adopted by affirmative vote of a majority of the Board of Directors:

WHEREAS, the Board of Directors of the Authority appropriated funds for the fiscal year 2022 as follows:

General Fund	\$ <u>414,000</u>
--------------	-------------------

and;

WHEREAS, the necessity has arisen for additional expenditures and transfers by the Authority due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for the fiscal year 2022; and

WHEREAS, funds are available for such an expenditure and transfer from surplus revenue funds of the Authority; and

WHEREAS, due and proper notice was published on Thursday, February 23, 2023 in *The Greeley Tribune*, indicating (i) the date and time of the hearing at which the adoption of the proposed 2022 budget amendment will be considered; (ii) that the proposed budget amendment is available for inspection by the public at a designated place; and (iii) that any interested persons may file any objections to the proposed budget amendment at any time prior to the final adoption of the budget by the Authority, as shown on the publisher’s Affidavit of Publication attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the proposed budget amendment was open for inspection by the public at a designated place; and

WHEREAS, a public hearing was held on Wednesday, March 8, 2023, and interested persons were given the opportunity to file or register any objections to said proposed budget amendment and any such objections were considered by the Board of Directors; and

**NOW THEREFORE, BE IT RESOLVED** that the Board of Directors of the Authority shall and hereby does amend the budget for the fiscal year 2022 as follows:

General Fund \$ 510,000

**BE IT FURTHER RESOLVED**, that such sums are hereby appropriated from the revenues of the District to the General Fund, or the purpose stated, and that any ending fund balances shall be reserved for purposes of Article X, Section 20 of the Colorado Constitution.

Whereupon, a motion was made by Director \_\_\_\_\_ and seconded by Director \_\_\_\_\_, and upon a unanimous vote this Resolution was approved by the Board of Directors.

**APPROVED AND ADOPTED THIS 8<sup>th</sup> day of MARCH, 2023.**

BEEBE DRAW FARMS AUTHORITY

\_\_\_\_\_  
By: Paul “Joe” Knopinski, President

ATTEST:

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

**EXHIBIT A**

Notice of Regular Meeting  
Affidavit of Publication  
Notice as to Proposed 2022 Budget Amendment

**RESOLUTION NO. 2022-08-01****BEEBE DRAW FARMS AUTHORITY  
RESOLUTION TO INCREASE WATER TAP FEE**

A. Beebe Draw Farms Authority (the “**Authority**”) and REI Limited Liability Company are parties to that certain Developer Fee and Water Tap Fee Agreement dated December 8, 1998 (the “**Original Agreement**”), as amended by that certain First Amendment to Developer Fee and Water Tap Fee Agreement dated December 5, 2000 (the “**First Amendment**”), and as further amended by that certain Second Amendment to Developer Fee and Water Tap Fee Agreement dated January 13, 2016, with an effective date of November 10, 2015 (the “**Second Amendment**,” and collectively with the Original Agreement and the First Amendment, the “**Agreement**”). The Agreement was assigned to the Authority by Beebe Draw Farms Metropolitan District No. 2 (“**District No. 2**”) pursuant to that certain Assignment of Developer Fee and Water Tap Fee Agreement dated and effective as of November 8, 2016 between the Authority and REI Limited Liability Company (the “**Assignment**”).

B. The Original Agreement was recorded on December 18, 1998, at Reception No. 2661476 of the real property records of Weld County, Colorado.

C. The First Amendment was recorded on February 8, 2016, at Reception No. 4179072 of the real property records of Weld County, Colorado.

D. The Second Amendment was recorded on February 8, 2016, at Reception No. 4179097 of the real property records of Weld County, Colorado.

E. All capitalized terms used but not otherwise defined in this Resolution shall have the meanings ascribed to them in the Agreement.

F. As provided in the Original Agreement, a Water Tap Fee shall be payable in the amount of \$4,400 per Lot during the 1998 and 1999 fiscal years.

G. Pursuant to the Agreement, the Board of Directors of the Authority (the “**Board**”), from time to time, may increase the amount of the Water Tap Fee as necessary to fund the actual costs of acquiring a water supply for the Development.

H. On March 1, 2016, prior to the Assignment, District No. 2 adopted Resolution No. 2015-11-03, wherein the Board increased the amount of the Water Tap Fee to \$12,000 per lot during the 2016 and 2017 fiscal years.

I. On November 8, 2016, the Authority adopted Resolution No. 2016-11-01, wherein the Board increased the amount of the Water Tap Fee to \$15,000 per lot effective December 1, 2016.

J. On July 17, 2017, the Authority adopted Resolution No. 2017-07-01, wherein the Board increased the amount of the Water Tap Fee to \$18,000 per lot effective August 1, 2017.

K. On July 10, 2018, the Authority adopted Resolution No. 2018-07-01, wherein the Board increased the amount of the Water Tap Fee to \$22,000 per lot effective August 1, 2018.

L. On September 10, 2019, the Authority adopted Resolution No. 2019-09-01, wherein the Board increased the amount of the Water Tap Fee and recognized two Water Tap Fee options, including: (1) \$47,000 for a full tap, or (b) \$25,000 for a budget tap, per lot, effective October 1, 2019.

M. On August 18, 2021, the Authority adopted Resolution No. 2021-08-01, wherein the Board increased the amount of the Water Tap Fee to \$57,000 for a full tap or \$27,000 for a budget tap, per lot, effective September 1, 2021.

N. The Authority desires to increase the amount of the Water Tap Fee as is necessary to fund the actual costs of acquiring a water supply for the Development.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Beebe Draw Farms Authority, Weld County, Colorado, as follows:

1. Water Tap Fee. Effective September 1, 2022, there are two Water Tap Fee options as selected by the Lot owner and paid per Lot: (1) \$60,000 for a full tap, or (b) \$30,000 for a budget tap. The Board may, from time to time, increase the amount of the Water Tap Fee as necessary to fund the actual costs of acquiring a water supply for the Development.

2. Central Weld County Water District Fees. In addition to the Water Tap Fee provided for herein, fees may be payable to Central Weld County Water District, which are subject to change by the Central Weld County Water District. The Authority's current Water Tap Fee pursuant to Paragraph 1 above and the current fees charged by Central Weld County Water District are set forth in Exhibit A, attached hereto and incorporated herein.

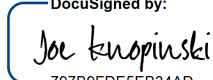
3. Water Use. Water use for the full tap and budget tap is subject to the Central Weld County Water District's rules and regulations and fee schedule. The current annual allotments for the full tap and the budget tap are set forth in Exhibit A, attached hereto.

4. Agreement Remains Effective. Except as expressly set forth herein, the Agreement continues to be effective without modification.

[SIGNATURE PAGE FOLLOWS]

**ADOPTED AND APPROVED** this 17<sup>TH</sup> day of AUGUST, 2022.

BEEBE DRAW FARMS AUTHORITY

By:  797B9FDE6EB34AD...  
Paul "Joe" Knopinski, President

**Exhibit A**

<b>Meter Size</b>	<b>5/8" Tap Equivalent</b>	<b>Study Fee</b>	<b>Capital Investment Fee</b>	<b>Installation Fee</b>	<b>Beebe Draw Water Fee</b>	<b>BEEBE DRAW TOTAL TAP FEE</b>	<b>Annual Allotment (Metered Gallons)</b>
Budget	0.5	\$30	\$10,000	\$2,000	\$30,000	<b>\$42,000</b>	<b>114,000</b>
5/8"	1	\$30	\$10,000	\$2,000	\$60,000	\$72,000	228,000
3/4"	1.5	\$45	\$15,000	\$3,000	\$90,000	\$108,000	342,000
1"	2.5	\$75	\$25,000	\$5,000	\$150,000	\$180,000	570,000
1 1/2"	5	\$150	\$50,000	\$10,000	\$300,000	\$360,000	1,140,000
2"	8	\$240	\$80,000	\$16,000	\$480,000	\$576,000	1,824,000
3"	15	\$525	\$150,000	\$30,000	\$900,000	\$1,080,000	3,420,000
4"	25	\$900	\$250,000	\$50,000	\$1,500,000	\$1,800,000	5,700,000
6"	50	\$1,875	\$500,000	\$100,000	\$3,000,000	\$3,600,000	11,400,000
8"	80	\$4,000	\$800,000	\$160,000	\$4,800,000	\$5,760,000	18,240,000



**RESOLUTION NO. 2023-05-01**

**BEEBE DRAW FARMS AUTHORITY  
A RESOLUTION AMENDING RESOLUTION NO. 2022-08-01  
REGARDING WATER TAP OPTIONS AND ASSOCIATED FEES**

A. On August 17, 2022, the Board of Directors (the “Board”) of the Beebe Draw Farms Authority (the “Authority”) adopted Resolution No. 2022-08-01, a Resolution to Increase Water Tap Fees (the “Resolution”). The Resolution was recorded in the Office of the Weld County Clerk and Recorder on August 25, 2022, at Reception No. 4851197. Capitalized terms not defined herein shall have the meanings given to them in the Resolution.

B. The Resolution set forth two (2) water tap options for the Beebe Draw Farms development (the “Development”), including a “Full Tap” (5/8” tap) and a “Budget Tap” (equivalent to ½ the water allotment of a Full Tap), and the Water Tap Fees associated with each.

C. In January 2023, Central Weld County Water District informed the Authority that Full Taps would no longer be available for the Development, and that going forward, only Budget Taps would be available for the Development.

D. The Authority desires to amend the Resolution to reflect that only Budget Taps are available for the Development. The Water Tap Fee for the Budget Tap remains in the amount of \$30,000, as set forth in the Resolution, and is not changed hereby.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Beebe Draw Farms Authority as follows:

1. Paragraph 1 of the Resolution is hereby deleted in its entirety and replaced as follows:

Water Tap Fee. Effective immediately, or upon such earlier date as determined by Central Weld County Water District, only Budget Taps are available for the Development. Budget Taps may be selected by the Lot owner and paid in the amount of \$30,000 per Lot. The Board may, from time to time, increase the amount of the Water Tap Fee as necessary to fund the actual costs of acquiring a water supply for the Development.

2. Paragraph 3 of the Resolution is hereby deleted in its entirety and replaced as follows:

Water Use. Water use for the Budget Tap is subject to the Central Weld County Water District’s rules and regulations and fee schedule. The current annual allotment (metered gallons) for the Budget Tap is 114,000.

3. Resolution Remains Effective. Except as expressly set forth herein, the Resolution continues in effect as written.

**ADOPTED AND APPROVED** this 10<sup>th</sup> day of MAY, 2023.

BEEBE DRAW FARMS AUTHORITY

By: \_\_\_\_\_  
Paul "Joe" Knopinski, President