

**BEEBE DRAW FARMS AUTHORITY**

8390 E. Crescent Pkwy., Suite 300  
Greenwood Village, Colorado 80111  
Tel: 303-779-5710 Fax: 303-779-0348

**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 SPECIAL MEETING AND AGENDA**

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term Expires:</u>
Paul “Joe” Knopinski	President	June 2023
Christine Hethcock	Vice-President	June 2022
Michael Welch	Treasurer	June 2023
Eric Wernsman	Assistant Secretary	June 2022
Lisa A. Johnson	Secretary	

DATE: November 10, 2021

TIME: 6:00 P.M.

PLACE: **THE AUTHORITY’S BOARD MEETING WILL BE HELD BY VIDEO/TELEPHONIC MEANS WITHOUT ANY INDIVIDUALS (NEITHER AUTHORITY REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON.**

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MWE5MTc1N2QtYjgzZi00Y2lyLTlhNmItNjQzOTRiMWQ5Nzk1%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_MWE5MTc1N2QtYjgzZi00Y2lyLTlhNmItNjQzOTRiMWQ5Nzk1%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 call in:** 720-547-5281, Conference ID: 457 528 665#

**1. ADMINISTRATIVE MATTERS**

- A. Present Disclosures and Potential Conflicts of Interest.
- B. Approve Agenda and confirm posting of meeting notices.
- C. Consider Approval of CliftonLarsonAllen LLP Master Service Agreement and related statement(s) of work (enclosed – 001)
- D. Consider Approval of Amended and Restated Meeting Resolution (enclosed – 002)
- E. FIRST READING:
  - 1. Consider Approval of Proposal for HR Services (enclosed – 003)

F. SECOND READING:

1.

G. 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 October 13, 2021 Special Meeting (enclosed 004).
2. Ratify approval of payment of claims through the period ending October 31, 2021, as follows (to be distributed).

Total Claims:      \$

3. Consider approval of the Unaudited Financial Statements for the period ending September 30, 2021 (to be distributed).
4. Review and Consider Adoption of Resolution 2021-11-01; Annual Administrative Matters (enclosed -005).

3. PUBLIC COMMENT

A.

4. FINANCIAL MATTERS

- A. Discuss statutory requirements for an audit. Consider Appointing the Accountant to Prepare and File 2021 Audit Exemption Application.
- B. Discuss resignation of Simmons & Wheeler P.C. as District Accountant. Consider Approval of a Proposal from CliftonLarsonAllen LLP for Accounting Services.

C. FIRST READING:

1.

D. SECOND READING:

1. Conduct Public Hearing to Consider Amendment to 2021 Budget and Adoption of Resolution 2021-11-02 to Amend 2021 Budget and Appropriate Expenditures (enclosed – 006).
2. Conduct Public Hearing on the Proposed 2022 Budget and Consider Adoption of Resolution 2021-11-03 to Adopt 2022 Budget and Appropriate Sums of Money (enclosed – 007& 008).

D. EMERGENCY READING

- 1.

5. OPERATIONS & MAINTENANCE

A. FIRST READING:

- 1.

B. SECOND READING:

1. Authority consent (as successor in interest to the Districts) to the Amended and Restated Declaration

C. EMERGENCY READING:

6. CAPITAL AMENITIES

A. FIRST READING:

- 1.

B. SECOND READING:

- 1.

C. EMERGENCY READING:

- 1.

7. INFRASTRUCTURE

A. Filing No. 1:

- 1.

- B. FIRST READING:
    - 1.
  - C. SECOND READING:
    - 1.
  - D. EMERGENCY READING:
    - 1.
8. LEGAL MATTERS
- A. FIRST READING:
    - 1.
  - B. SECOND READING:
    - 1.
  - C. EMERGENCY READING:
    - 1.
9. OTHER BUSINESS
- A.
10. ADJOURNMENT:

**THERE ARE NO FURTHER MEETINGS SCHEDULED FOR 2021.**



**CliftonLarsonAllen LLP**  
 8390 East Crescent Pkwy., Suite 300  
 Greenwood Village, CO 80111  
 phone 303-779-5710 fax 303-779-0348  
[CLAconnect.com](http://CLAconnect.com)

October 7, 2021

Board of Directors  
 BEEBE DRAW AUTHORITY  
 8390 East Crescent Pkwy., Suite 300  
 Greenwood Village, CO 80111

Dear Board of Directors:

This master service agreement ("MSA") documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for BEEBE DRAW AUTHORITY ("you," "your," or "the district"). The terms of this MSA will apply to the initial and each subsequent statement of work ("SOW"), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

#### **Scope of professional services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA's performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

#### **Management responsibilities**

Management and, when appropriate, the board of directors of the district acknowledge and understand that our role is to provide the services identified in an SOW and that management and the board of directors of the district have certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its management responsibilities. References to management in this MSA and in an SOW are applicable to the board of directors of the district.

### **Responsibilities and limitations related to nonattest services**

For all nonattest services we may provide to you, your management agrees to assume all management responsibilities; oversee the services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

### **Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](https://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

### ***Other fees***

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

### ***Finance charges and collection expenses***

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

### **Mediation**

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Colorado, without giving effect to choice of law principles.

### **Limitation of remedies**

**These limitation of remedies provisions are not applicable for any audit, examination, or agreed-upon procedures services provided to you.**

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a “CLA party”) and that this limitation of remedies provision is governed by the laws of the state of Colorado, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within the shorter of these periods (“Limitation Period”):

### **Consulting services**

- For each service pursuant to an SOW, separately within twenty-four (24) months after the date we deliver the services or work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW.
- Within twenty-four (24) months from the date of our last billing for services performed pursuant to the SOW on which the dispute is based.
- Within twenty-four (24) months after the termination by either party of either this MSA or the district’s ongoing relationship with CLA.

### **Tax services**

- For tax return preparation, separately within thirty-six (36) months after the date when we deliver any final tax return(s) pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW relating to said return(s).

- For tax consulting engagements, separately within thirty-six (36) months from the date of our last billing for services pursuant to the SOW on which the dispute is based.
- For all tax return and tax consulting engagements, within twelve (12) months from the date when you terminate this MSA or the district's ongoing relationship with CLA.

***Examination, compilation, and preparation services related to prospective financial information***

- For examination, compilation, and preparation services related to prospective financial information (i.e., forecasts and projections), separately within twelve (12) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

***Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information***

- For audit, review, examination, agreed-upon procedures, compilation, and preparation services, separately within twenty-four (24) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

**CLA shall be authorized to the following cash access services:**

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
  - Paper checks – we will prepare the checks for your approval and wet ink signature.
  - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments.
  - ACH/Wire – we will use this method as needed/as requested, with your approval.

We understand that you will designate one or more members of the Board to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately.
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above.
- Take deposits to the bank that include cash.
- If applicable, have access to cash-in-kind assets, such as coupons.
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function.

CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See [nexia.com/member-firm-disclaimer](https://nexia.com/member-firm-disclaimer) for details.





### **Management responsibilities relevant to CLA's access to your cash**

All members of your Board of Directors are responsible for the processes below; however, we understand that you will designate one or more board members to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then Board will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

### **Other provisions**

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by law.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See [nexia.com/member-firm-disclaimer](http://nexia.com/member-firm-disclaimer) for details.



When performing the services identified in applicable SOWs, we will utilize the resources available at the district, when applicable, to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this agreement, except as may be assumed in a SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

## **Consent**

### ***Consent to use financial information***

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of BEEBE DRAW AUTHORITY information in these cost comparison, performance indicator, and/or benchmarking reports.

### ***Subcontractors***

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

### ***Technology***

CLA may, at times, use third-party software applications to perform services under this agreement. You authorize CLA to sign on your behalf any vendor agreements applicable to such software applications. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

## **Termination of MSA**

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

**Agreement**

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

Sincerely,

**CliftonLarsonAllen LLP**

A handwritten signature in black ink, appearing to read 'M. Urkoski', with a stylized flourish at the end.

Matt Urkoski  
Principal  
Matt.Urkoski@CLAconnect.com

**Response:**

This agreement correctly sets forth the understanding of BEEBE DRAW AUTHORITY.

APPROVED:

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Signature

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Title

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Date



**CliftonLarsonAllen LLP**  
 8390 East Crescent Pkwy., Suite 300  
 Greenwood Village, CO 80111  
 phone 303-779-5710 fax 303-779-0348  
[CLAconnect.com](http://CLAconnect.com)

## **Special Districts Management Services SOW**

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Beebe Draw Authority (“you” and “your”) dated October 7, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

### **Scope of professional services**

Matt Urkoski is responsible for the performance of the engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the engagement.

### **Scope of Management Services**

CLA will perform the following services for the District:

#### **District Board of Directors (“Board”) Meetings**

- Coordination of all Board meetings;
- Meeting Attendance: District Manager and/or designee will attend all Board meetings;
- Preparation and distribution of agenda and informational materials;
- Preparation of meeting minutes for all meetings;
- Preparation and posting of legal notices required in conjunction with the meetings;
- Other details incidental to meeting preparation and follow-up.

### **Recordkeeping**

- Maintain lists of persons and organizations for correspondence;
- Vendor listing as needed or requested by the Board;
- Repository of all District records and act as Custodian of records for purposes of CORA (as that term is defined in the District’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 *et seq.*, C.R.S.).

### **Communications**

- 24/7 answering and paging services;
- Website administration. It is recommended that the District have a website; however, CLA will not provide a website for the District on CLA’s website. CLA will oversee daily management and maintenance of the District website as needed or requested by the District;
- Respond to routine inquiries, questions and requests for information regarding the District;
- Periodic reports to the Board regarding the status of District matters and actions taken or contemplated by the District Manager on behalf of the District as requested by the Board;
- Provide liaison and coordination with municipal, county and state governmental agencies.

### **Contract Administration**

- Insurance administration, including risk evaluation, comparison of coverage, processing claims, completion of applications, monitoring expiration dates, processing routine written and telephone correspondence;
- Ensure all contractors and sub-contractors maintain the required insurance coverage for the District's benefit;
- Bidding, contract and construction administration and supervision of project processes assigned by the Board and project contractors;
- Confer with and coordinate legal, accounting, engineering, auditing and other professional services to the District by those professionals and consultants retained by the District as directed by the Board (CLA itself will not and cannot provide legal services);
- Represent the District with other entities and bodies as requested by the Board (but not as its representative for legal matters);
- Bid, contract, and supervise all District vendors

### **Document Administration**

- Provide coordination and administration for the continuing revision of the District's Rules and Regulations;
- Provide framed aerial photographic mapping of the District, if requested;
- In conjunction with and at the direction of the District's legal counsel, coordinate all elections for the District in accordance with state law, including preparation of election materials, publications, legal notices, training session for election judges and general election assistance; CLA will not serve as the Designated Election Official ("DEO");
- Administer any legal documents, permits, or agreements that relate to or District facilities and any Rules and Regulations adopted by the Board.

### **Accounts Payable Services to be Provided:**

- Coordinate review, approval and coding of all invoices with District Accountant and Board to ensure timely payment

In addition to these services, when, in the professional opinion of the District Manager, other services are necessary, the District Manager shall recommend the same to the Board or perform such services and report to the Board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000.00, the District Manager shall discuss such costs with the Board and receive prior authorization to perform such services.

### **Fees, time estimates, and terms**

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm

policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

#### CLA'S 2021 STANDARD HOURLY RATES FOR PUBLIC MANAGEMENT SERVICES:

- Principals \$190 - \$325
- Public managers \$190 - \$325
- Assistant public managers \$110 - \$150
- Public management analysts \$110 - \$150
- District administrators \$125 - \$145
- Records retention coordinators \$ 90 - \$115

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

#### **Municipal advisors**

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

#### **Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)**

##### ***Unlawful employees, contractors, and subcontractors***

We shall not knowingly employ or contract with a worker without authorization to perform work under this contact. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contact. [CRS 8-17.5-102(2)(a)(I) and (II)]

##### ***Verification regarding workers without authorization***

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ or contract workers without authorization.

##### ***Limitation regarding E-Verify Program and the Department Program***

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

***Duty to terminate a subcontractor and exceptions***

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

***Duty to comply with state investigation***

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

**Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us by email or U.S. mail to indicate your acknowledgment and understanding of, and agreement with, this SOW.

Sincerely,

**CliftonLarsonAllen LLP**



Matt Urkoski  
Principal  
Matt.Urkoski@CLAconnect.com



APPROVED:

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Signature

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Title

---

Date

**RESOLUTION NO. 2021-11-\_\_\_\_\_**

**RESOLUTION OF  
THE BOARD OF DIRECTORS OF  
BEEBE DRAW FARMS AUTHORITY**

**AMENDED AND RESTATED MEETING RESOLUTION**

WHEREAS, the Beebe Draw Farms Authority (the “Authority”) is an authority and separate legal entity created pursuant to Section 29-1-203, C.R.S. and the Authority Establishment Agreement, entered into effective April 12, 2011, by and between Beebe Draw Farms Metropolitan District No. 1 and Beebe Draw Farms Metropolitan District No. 2 (the “AEA”); and

WHEREAS, pursuant to Section 3.4(d)(2) of the AEA, regular meetings of the Board of Directors of the Authority (the “Board”) shall be held at such place, on such date, and at such hour as the Authority Board shall, by resolution or motion, establish from time to time, and in accordance with the requirements for special districts under the Special District Act, Sections 32-1-101 et seq., C.R.S.; and

WHEREAS, on July 9, 2019, the Board of Directors (the “Board”) of the Authority adopted a Meeting Resolution, as amended by the First Amendment to Meeting Resolution adopted on November 12, 2019, and further amended by the Second Amendment to Meeting Resolution, dated March 11, 2020, to account for changes to the posting of meeting notices pursuant to HB19- 1087, to designate the time and place of all regular meetings, and to set forth specific requirements for the Board to call emergency meetings when such meetings are deemed necessary for the immediate protection of the public health, safety, and welfare of the property owners and residents of the Authority (“Prior Meeting Resolution”); and

WHEREAS, House Bill 21-1278 (“HB1278”), which was signed into law with an effective date of July 7, 2021, further revised the meeting requirements for the boards of directors of special districts; and

WHEREAS, pursuant to Section 32-1-903(1), C.R.S., as amended by HB1278, the Board shall meet regularly at a time and in a “Location” to be designated by the Board; and

WHEREAS, pursuant to Section 32-1-903(5)(a), C.R.S., the term “Location” means the physical, telephonic, electronic, other virtual place, or combination of such means where a meeting can be attended; and

WHEREAS, Section 32-1-903(1.5), C.R.S., as amended by HB1278, requires that 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 Authority or that are within the boundaries of the county in which the Authority is located, in whole or in part, or in any county so long as the physical location does not exceed twenty miles from the Authority boundaries; and

WHEREAS, the provisions of Section 32-1-903(1.5), C.R.S. may be waived only if the following criteria are met: (a) The proposed change of the physical location of a meeting of the Board appears on the agenda of a meeting of the Board, and (b) 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 the provisions of Section 32-1-903(1.5), C.R.S. and further stating the date, time, and physical location of such meeting; and

Whereas, pursuant to Section 32-1-903(2)(a), special meetings may be held as often as the needs of the Authority require, upon notice to each director, and may include study sessions at which a quorum of the Board is in attendance, and at which information is presented but no official action can be taken by the Board; and

WHEREAS, pursuant to Section 32-1-903(2)(a), C.R.S., notice of the time and location designated for all regular and special meetings of the Board shall be provided in accordance with Section 24-6-402, C.R.S.; and

WHEREAS, Section 24-6-402(2)(c)(I), C.R.S. requires the Authority to annually designate one public place within the boundaries of the Authority where notice of the Board's meetings shall be posted no less than twenty-four (24) hours prior to the Board's meetings; and

WHEREAS, pursuant to Section 24-6-402(2)(c)(III), C.R.S., the Authority shall be deemed to have given full and timely notice of a public meeting if the Authority posts the notice, with specific agenda information if available, no less than twenty-four (24) hours prior to the holding of the meeting on a public website of the Authority; and

WHEREAS, if the Authority posts notice on the Authority's public website pursuant to Section 24-6-402(2)(c)(III), C.R.S., the Authority must also designate a public place within its boundaries at which the Authority may post a notice no less than twenty-four hours prior to a meeting if the Authority is unable to post notice online in exigent or emergency circumstances; and

WHEREAS, the meeting notice of all meetings of the Board that are held telephonically, electronically, or by other means not including physical presence must include the method or procedure, including the conference number or link, by which members of the public can attend the meeting in accordance with Section 32-1-903(2)(a), C.R.S.; and

WHEREAS, the Board desires to amend and restate the Prior Meeting Resolution pursuant to this Amended and Restated Meeting Resolution to address the changes to the meeting requirements for the boards of directors of special districts as set forth in HB1278.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BEEBE DRAW FARMS AUTHORITY THAT:

1. The Board hereby determines to hold regular meetings on the second Wednesday of January, March, May, July September, October, and November at 6:00 p.m. The location of all regular and special meetings will be held [electronically via \_\_\_\_\_] [and/or telephonically] [and/or at the Pelican Lake Ranch Community Info and Sales Center, 16502 Beebe Draw Farms Parkway, Platteville, Weld County, Colorado, which location is within the boundaries of the County where the Authority is located.]

2. The Board hereby designates the Authority's public website, [www.colorado.gov/beebedrawfarms](http://www.colorado.gov/beebedrawfarms), as the twenty-four (24) hour posting location for all meeting notices. The Board hereby designates the Pelican Lake Ranch Community Info and Sales Center, 16502 Beebe Draw Farms Parkway, Platteville, Colorado as the posting location for meeting notices if the Authority is unable to post a notice online in exigent or emergency circumstances. The meeting notice of all meetings of the Board that are held telephonically, electronically, or by other means not including physical presence will include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

3. The designation set forth in Paragraph 2 is hereby deemed to be the Board's annual designation of the location where notices of meetings shall be posted twenty-four hours in advance of said meetings and shall be effective until such time as the Board determines to designate a new posting location.

4. Emergency meetings may be called by the Authority without notice, if notice is not practicable, by the President or any two (2) Board members in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety, and welfare of the property owners and residents of the Authority. If possible, notice of such emergency meeting may be given to the members of the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency, and shall be provided to the public via any practicable means available, *if any*, including, but not limited to, posting notice of such emergency meeting on the Authority's website, if any. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided however, that any action taken at an emergency meeting shall be ratified at the first to occur: (a) the next regular meeting of the Authority's Board, or (b) the next special meeting of the Authority's Board.

5. This Resolution shall repeal, supersede, and replace the Prior Meeting Resolution and any and all previous resolutions or provisions of previous resolutions adopted by the Board concerning meeting location, time, and posting of notices.

6. This Resolution shall take effect on the date and time of adoption and shall remain effective until otherwise supplemented or amended by the Board.

(Signatures Appear on Following Page.)

Whereupon, a motion was made and seconded, and upon a majority vote, this Resolution was approved by the Board.

**ADOPTED AND APPROVED THIS 10TH DAY OF NOVEMBER, 2021.**

BEEBE DRAW FARMS AUTHORITY

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Paul “Joe” Knopinski, President

## HR Audit Service Quotation Details

### **HR Professional Staffing Services:**

Employers Council business members belong to the most powerful, proactive and cost-effective human resource service in the Western states. Highly-trained, experienced professionals are available to assess and address your day-to-day HR needs.

Our HRPS consultants are Employers Council employees who have the full resources of the Council at their fingertips. We are available to come to your location when you want, for as long as you want, to do what you want in a timely and cost-effective fashion. Employers Council Human Resources Professional Staff perform ongoing HR management and specialized projects in organizations large and small. HRPS consultants often team with our other Employers Council professionals on multidisciplinary projects, providing a highly-efficient way of delivering our services.

As a benefit of Employers Council membership, choosing HRPS requires no cumbersome, restrictive contracts. Our HRPS Services are billed on an hourly basis – *you pay only for what you need*, avoiding unnecessary overhead costs. We also make strides to match the most appropriate consultant with your organization's culture and unique needs. When you need an HR partner, *call* Employers Council *first* to access our unparalleled advantage.

### **Scope of Work:**

A human resource audit is a means by which an organization can review current human resources activities to determine what, if anything, needs done to improve the function. It involves systematically reviewing all aspects of human resources, ensuring that government regulations and company policies are being adhered to and key practices are in place. It also includes highlighting current strengths, reviewing processes where HR could operate more efficiently and effectively, and identifying problem areas. The audit is a tool that approaches HR practices from a broad perspective and is a learning or discovery tool, not a test. There will always be room for improvement in every organization.

Some key reasons to conduct periodic human resource audits include:

- To ensure the effective utilization of an organization's human resources.
- To review the organization's compliance with current legal regulations.
- To compare current human resource practices against best practices across industries.
- To perform a "due diligence" review for management, shareholders or potential investors/owners.

In addition, because of the multitude of laws affecting each stage of the employment process, it is extremely important for employers to regularly review their policies and practices to ensure regulatory compliance, potentially resulting in costs of fines and/or lawsuits.

Penalties signify the importance of conducting periodic human resource audits and to maintain fair and consistent policies and procedures across the organization.

Examples of penalties that could affect your business depending upon your industry and/or size include:

- FLSA - Fines for violation for non-payment of overtime for non-exempt employees.
- COBRA - Failure to comply may subject an employer to ERISA penalties of up to \$100 per day.
- Federal Immigration Reform Act - Non-compliance can result in a fine of up to \$1,000 per employee.
- ADA - Violations may result in reinstatement of terminated employees, back pay, benefits, attorney fees, and punitive damages.
- FMLA - Violations could cost the organization lost wages, benefits, and attorney fees.

#### **OPTION 1 – COMPREHENSIVE HR AUDIT:**

Serving as your professional partner, Employers Council proposes a comprehensive review of current employment practices using our HR Audit Instrument. Employers Council will provide two HRPS Consultants to identify policies and procedures that need to be developed, enhanced or eliminated in order to operate more effectively.

HRPS consultants will help you evaluate and improve your HR practices by interviewing key staff, reviewing relevant documentation, helping you complete a comprehensive questionnaire, and making specific recommendations to streamline processes and develop user-friendly systems.

Employers Council will provide a review including, but not limited to the following components: (not all will be applicable for all organizations)

#### **Organization Demographics**

- Employee size, locations, employee groups
- Government contracts, industry, private/public/nonprofit sector
- HR department structure, positions

#### **Employee Files**

- Employee file structure – section/form separation, HIPAA standards
- Employee form review – including I-9s, Colorado Affirmations, W-4s

- Documentation review – offer letter, employee promotions/disciplinary actions, performance reviews completed, termination documentation, exit interview information
- Records retention – terminated employee files, submitted applications

### **Pre-employment Screening & Selection**

- Employment application
- Candidate background check procedures
- Interview and screening process meet EEO standards, definition of an applicant, candidate testing tools and practices
- Candidate reference check procedures
- E-verify requirement

### **Regulatory Reporting**

- New employee reporting to State of Colorado (other States?)
- EEO-1 filed
- EEOP/Affirmative Action program (if required)
- Form 5500 (if required)
- OSHA regulations followed and log maintained (if required)
- Workers Compensation documentation – work-related injury reporting, return-to-work procedures reviewed

### **Wage & Hour**

- Fair Labor Standards Act (FLSA) compliance – job classifications correct (exempt/non-exempt), job descriptions accurate and ADA compliant, minimum wage paid (if applicable)
- Colorado Wage and Hour – overtime pay practices, timesheet procedures, final paycheck compliance, PTO accrual/payout
- Equal Pay Act compliance
- Federal, state, and local payroll withholding implemented
- Child labor considerations – employment of minors



### **Benefits Administration**

- COBRA and FMLA administration process and procedures – COBRA letter sample, new hire disclosures, FMLA communication
- Benefit plan documents for healthcare and retirement plans, plan summary distributed

### **HR Administration**

- Employment posters – sufficient number, in proper locations?
- ADAAA – reasonable accommodation practices, accessibility for disabled employees
- Employee Handbook – most recent update?
  - At-will disclosure, employee acknowledgement/sign-off
  - EEO statement – training provided?
  - Employee classifications defined – regular, full-time, part-time
  - Drug and Alcohol Policy
  - Sexual Harassment statement/procedures – clear reporting process and non-retaliatory policies, supervisor and employee training provided
- Specific review of HR practices and functional areas (as requested by member)

Phase I: HRPS representative will initially conduct a telephone conference to outline the audit process and explain what areas will be reviewed. During this initial call the scope of the audit will be discussed and the audit's goals defined.

Phase II: The primary purpose of this Phase is to gather specific information on current human resource practices, review employee files and other documents, and evaluate procedures related to regulatory issues.

Phase III: A final report providing 80-100 pages of findings will be delivered to document positive processes already in place and to identify and prioritize key areas to be addressed and to recommend best practices to consider in the future.

### **OPTION 2 – DESK AUDIT:**

Alternatively, Employers Council also offers “Desk Audits” which are a more targeted version of the Full HR Audit. Desk Audits assess possible operational deficiencies and provide a final report of around 18-20 pages of findings including but not limited to:

- Personnel Files
- Recruiting and Staffing
- Regulatory reporting
- HR administration

The Desk Audit is meant to be customizable to the specific HR practices and functional areas of highest priority or concern to the organization.

**“WORKING AUDIT” OPTION:**

More and more, our consultants are being asked to implement corrections through the audit process. The consultant not only assesses processes and analyzes data, and observes procedures, and recommends practices, they amend whatever observations can legally be corrected along the way.

Your organization could opt for the HRPS consultant(s) to act as its agent to make allowable corrections.

The “working audit” option would not return a final report of recommendations and rationale documenting trends and issues found. Rather, the HRPS consultant(s) will debrief key staff with respect to best practices requiring attention going forward. This option would essentially make any corrections the final product as examples for your organization to consider.

Your competitive advantage in undergoing the HR audit and implementing its results is your Employers Council membership. As you evaluate the findings from your HR audit, Employers Council is available to help you carry out your action plan. We know the best HR practices involve a legally defensible framework, training of employees and accurate marketplace data. In other words, we help you look at the whole picture-what your programs mean today and the implications for your organization going forward.

**Pricing and Terms:**

Option 1:

<b>Comprehensive Audit</b>	<b>Duration</b>	<b>Cost (Member)</b>	<b>Cost (Non-Member)</b>
Full HR Audit	6-8 weeks including an HR Review	\$12,000 plus mileage and expenses	\$15,000 plus mileage and expenses

Option 2:

<b>Desk Audit</b>	<b>Duration</b>	<b>Cost (Member)</b>	<b>Cost (Non-Member)</b>
Desk Audit	Up to 32 Hours	\$3,040, plus mileage and expenses (\$95/hour)	\$3,680, plus mileage and expenses (\$115/hour)

<b>Expenses, as applicable</b>	<b>Rate</b>	<b>Cost</b>
Mileage to and from primary work location	\$0.56 per mile	TBD
Travel Allowance >1 Hour	\$50 per hour	TBD
Other project expenses incurred to HRPS Consultant	At cost with no mark-up	TBD

Invoices are issued monthly for services performed during the previous month, due within 30 days of receipt. All invoicing represented in this proposal will be through Employers Council Services (ECS) a wholly owned subsidiary of Employers Council.

Individual Compensation consultants, and availability of hours are assigned in the order member organizations confirm provision of services, without bias or preference.

Employers Council and its employees understand the responsibility to respect the confidentiality of your organization and the information contained in its Human Resource Department in order to protect privacy, and to perform in a professional manner.

This service quotation includes information that shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal.

## HR Manager Service Quotation Details

### Scope of Work:

Employers Council will assist Beebe Draw Farms Authority with the following major objectives:

- Provide an HRPS consultant to support your HR Manager needs for employee relations issues, keeping up with legislative changes, develop a performance review process, create and deliver trainings, etc.

### Pricing and Terms:

All HR work involving an Employers Council HR Professional Staff as an HR Manager is billed at **\$95/hour** for *members* and **\$115/hour** for *non-members* plus mileage and expenses if applicable.

Additionally, Employers Council offers a per hour discount for members who wish to purchase a set amount of hours. Members have 6 months to use these hours and receive the discounted rate.

### ***Utilizing Block Pricing***

Block Hours	Block Pricing (Member)	Block Pricing (Non-Member)
80	Discounted Rate \$93.00 per hour \$7,440	Discounted Rate \$113.00 per hour \$9,040
100	Discounted Rate \$91.00 per hour \$9,100	Discounted Rate \$111.00 per hour \$11,100
200	Discounted Rate \$86.00 per hour \$17,200	Discounted Rate \$106.00 per hour \$21,200

***Note: You have 6 months to utilize these hours from which any unused hours after that time period will be billed and invoiced. You can re-block hours at any time.***

Expenses, as applicable	Rate	Cost
Mileage to and from primary work location	\$0.56 per mile	TBD
Travel Allowance >1 Hour	\$50 per hour	TBD
Other project expenses incurred to HRPS consultant	At cost with no mark-up	TBD

**Total billable time for the objectives will be based upon actual hours worked on- and off-site rather than the estimates quoted above. Any change of scope requested by your organization may require an adjustment to projected costs.**

Invoices are issued monthly for services performed during the previous month, due within 30 days of receipt. All invoicing represented in this proposal will be through Employers Council Services (ECS) a wholly owned subsidiary of Employers Council.

Individual Compensation consultants, and availability of hours are assigned in the order member organizations confirm provision of services, without bias or preference.

Employers Council and its employees understand the responsibility to respect the confidentiality of your organization and the information contained in its Human Resource Department in order to protect privacy, and to perform in a professional manner.

This service quotation includes information that shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal

## Overview of the New Membership Model Tiers

### Core Membership:

- Access to our online resource library with forms, templates, articles, federal and state employment law database, job descriptions, toolkits, and more
- Access to our online community
- Access to one survey- the Benchmark Compensation survey
- Member pricing for our training courses and pay-as-you-go services such as workplace investigations, employment law posters, pre-employment screening, employee testing and assessments, and others
- Access to expert assistance/consultation with an HR professional or an attorney is not included at this level and not available to purchase at this time
- Legal representation in administrative matters is not available at this level of membership

### Consulting Membership:

#### All Core Membership benefits plus

- Expert assistance- at a set threshold of hours- in employment law, human resources, compensation, benefits, employee development, and organizational development
- Professional and legal assistance in developing sound policies and procedures to help your organization avoid litigation
- Annual handbook review by HR professional
- Access to data from three of our surveys- HR Metrics Survey, Benchmark Compensation Survey, and Health, Welfare & Retirement Plans surveys
- Access to compensation data for up to 20 jobs from Payfactors and the ERI database
- Legal representation in administrative matters is available at this level as a pay-as-you-go service

### Enterprise Membership:

#### All Core and Consulting Membership benefits with unlimited consulting plus

- Access to all Employers Council survey data
- Market pricing reports for 20 jobs using Payfactors, ERI, and Employers Council data
- Complimentary training assessment and Organizational Development consultation
- Annual handbook review by HR professional and employment law attorney
- Complimentary half-day training from limited menu
- Legal representation in administrative matters is available at this level as a pay-as-you-go service

MEMBERSHIP TIERS	1-100 Employees	101-500 Employees	500+ Employees
CORE	<b>\$1,500/yr</b> (does not include consulting with HR professionals & employment law attorneys)	<b>\$1,500/yr</b> (does not include consulting with HR professionals & employment law attorneys)	<b>\$1,500/yr</b> (does not include consulting with HR professionals & employment law attorneys)
CONSULTING	<b>\$3,300/yr</b> (includes up to 10 hours of consulting with HR professionals & employment law attorneys)	<b>\$6,600/yr</b> (includes up to 20 hours of consulting with HR professionals & employment law attorneys)	<b>\$9,000/yr</b> (includes up to 30 hours of consulting with HR professionals & employment law attorneys)
ENTERPRISE	<b>\$7,200/yr</b> (includes unlimited hours of consulting with HR professionals & employment law attorneys)	<b>\$12,000/yr</b> (includes unlimited hours of consulting with HR professionals & employment law attorneys)	<b>\$18,000/yr</b> (includes unlimited hours of consulting with HR professionals & employment law attorneys)

\*Monthly plans available for all membership levels at a 15% upcharge.

**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY  
HELD  
October 13, 2021**

A special 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, the 13<sup>th</sup> day of October, 2021, at 5:00 P.M. This meeting was held via Microsoft TEAMS. The meeting was open to the public.

ATTENDANCE

**Directors In Attendance Were:**

Paul “Joe” Knopinski  
Christine Hethcock  
Michael Welch  
Eric Wernsman

The Directors in attendance confirmed their qualifications to serve.

**Also In Attendance Were:**

Lisa Johnson & Rebecca Mannie; CliftonLarsonAllen LLP  
Alan Pogue, Esq. Michelle Ferguson.; Icenogle, Seaver, Pogue, P.C.  
Michelle Ferguson; Ireland Stapleton  
Diane Wheeler; Simmons & Wheeler, P.C.

Kim Coleman, Bill Caldwell, Tina Wernsman, Cindy Key, Nathan & Crystal Clark, Ed Farrell, Linda Black, Linda Cox, Ted Burke, Melanie Briggs, Jkamka, Kent and Brenda Lewis, Bret Pachello, Ryan, Webbs and Carol Satersmoen; Members of the Public

ADMINISTRATIVE  
MATTERS

**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. It was noted that Directors Welch, Wernsman, Hethcock, and Knopinski’s Disclosure Statements have been filed.

**Agenda, Confirmation of Notice Posting:** Ms. Johnson distributed for the Board’s review and approval a proposed agenda for the Authority’s special meeting.



Following discussion, upon motion duly made by President Knopinski, seconded by Director Hethcock and, upon vote, unanimously carried, the agenda was approved as presented. Ms. Johnson noted meeting notices were posted as required.

**Executive Session pursuant to C.R.S. 24-6-402(4)(b) to receive advice of legal counsel as to personnel matters and citizen complaints and strategy for proceeding:** Attorney Pogue provided general guidelines regarding an Executive Session related to personnel issues. Attorney Ferguson also provided additional guidelines regarding Executive Session related to personnel matters.

President Knopinski questioned the process the Board has in personnel matter issues. Attorney Ferguson provided comments that this will also be discussed in the Executive Session.

Upon a motion duly made by President Knopinski, seconded by Director Wernsman and, upon vote, unanimously carried, the Board entered into Executive Session at 5:25 p.m.

Upon a motion duly made by President Knopinski, seconded by Director Wernsman and, upon vote, unanimously carried, the Board adjourned out of Executive Session at 6:00 p.m.

No action was taken.

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.

## **CONSENT AGENDA**

The Board considered the following actions:

- Minutes of the August 18, 2021 Special Meeting.
- Ratify payment of claims through the period ending September 30, 2021 as follows: \$13,910.14.
- Unaudited Financial Statements for the period ending August 31, 2021.

Following discussion, upon motion duly made by Director Wernsman, seconded by Director Welch and, upon vote, unanimously carried, the Board approved and/or ratified approval of the Consent Agenda as presented.

**Public Comment:** Ms. Key addressed the Board and proposed the installation of one-way signs at the Sales and Information Center/Pool. She also proposed

lowering the speed limit in the community to 25 mph. Lastly, she commented on concerns related to the crack seal work.

Mr. Farrell asked the Board if there were any plans to explore bringing fiber optic service to the community. He stated he is willing to serve on a committee to endorse this suggestion. Director Hethcock volunteered to work with Mr. Farrell on organizing a committee to research the fiber optic service.

Ms. Black addressed the Board on remediation efforts on the Authority property as well as private lots. She also expressed concern about the length of time it is has taken the Authority to resolve the drainage issue with the Coleman's.

Ms. Lewis echoed concerns regarding the high speed on the roads as well as the concern related to remediation efforts on public and private property. She then shared that Rise Broadband has communicated to her their interest in bringing fiber optic service to the community.

Ms. Cox addressed the Board regarding road maintenance and commented that the sand on the shoulder of the roads is not being maintained. She asked if there was any progress on an expanded Community Center. Lastly, she provided some history on the one-way access at the Sales and Information Center/Pool.

Mr. Caldwell shared comments from residents that were not able to attend the meeting. He first shared that there is interest in resurrecting a monthly community poker night at the Sales and Information Center. He shared concerns regarding the need to keep non-motorized vehicles off the streets, and the high-speed traffic along Beebe Draw Farms Parkway. Mr. Caldwell commented on the trash being left at construction sites. He also asked about the status of the bridge project and the Coleman's drainage issue.

Director Wernsman left the meeting at this time.

None.

## FINANCIAL MATTERS

### **FIRST READING:**

1. **Acknowledge receipt of 2022 draft budgets from Beebe Draw Farms Metro District Nos. 1-2. Review 2022 draft budget and confirm date to hold public hearing to consider adoption of 2022 budget for November 10, 2021:** Ms. Wheeler and Ms. Johnson presented the draft 2022 Budgets to the Board. The Board ensued discussion. The public asked questions that were addressed. It was noted that the Board will take action on the 2022 Budget at the Public Hearing to be held at the November Board Meeting.

**SECOND READING:** None.

**EMERGENCY READING:** None.**OPERATIONS AND  
MAINTENANCE**

**Update on lock replacements at the Sales and Information Center:** Ms. Johnson reported that Greeley Lock and Key is scheduled to replace the locks at the Sales and Information Center on October 14<sup>th</sup>, and REI has agreed to fund the expense.

**End of year pool report and recommendations:** Ryan with River Rock Resurfacing addressed his proposal regarding rubber resurfacing of the pool as well as a pathway along Beebe Draw Farms Parkway. The Board reviewed the information and asked several questions. The Board reviewed the two quotes regarding pool resurfacing and asked Ryan to provide references of where this product has been previously used successfully in other pools. Ryan stated he will provide that information along with photos and report back to the Board.

Ms. Clark presented the remaining portions of her report to the Board.

**FIRST READING:**

1. **Authority consent (as successor in interest to the Districts) to the Amended and Restated Declaration:** Attorney Pogue presented the Amended and Restated Declaration with the Board and stated this is a request from the Property Owner's Association ("POA"). The request is that the Authority provide its consent to these Amended and Restated Declarations of Covenants. Director Hethcock commented that she would like to see the document updated to reflect the Authority rather than the Districts. Ms. Satersmoen commented that the POA ballots have already gone out, but she will discuss the recommended changes with the POA Board for future revisions.

**SECOND READING:** None.**EMERGENCY READING:** None.**CAPITAL  
AMENITIES****FIRST READING:** None.**SECOND READING:** None.**EMERGENCY READING:** None.**INFRASTRUCTURE  
MATTERS****Filing No. 1:** None.**FIRST READING:** None.**SECOND READING:** None.

**EMERGENCY READING:**

1. **Professional Service Agreement with Acklam, Inc. for general professional land surveying services related to Pelican Lakes Ranch Filing 2:** Following review, upon a motion duly made by President Knopinski, seconded by Director Hethcock and, upon vote, unanimously carried with support from Director Welch, the Board approved Professional Service Agreement with Acklam, Inc. for general professional land surveying services related to Pelican Lakes Ranch Filing 2.
2. **Professional Services Agreement with Delich Associates for traffic engineering services related to Filing2:** Following review, upon a motion duly made by President Knopinski, seconded by Director Hethcock and, upon vote, unanimously carried with support from Director Welch, the Board approved Professional Services Agreement with Delich Associates for traffic engineering services related to Filing 2, subject to an acceptable Scope of Work and rate scheduled. Director Welch supported the approval.

**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, President Knopinski adjourned the meeting at 8:09 p.m.

Respectfully submitted,

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

**CERTIFIED COPY OF RESOLUTION NO. 2021-11-01  
BEEBE DRAW FARMS AUTHORITY  
2022 ANNUAL ADMINISTRATIVE MATTERS RESOLUTION**

At a special meeting of the Board of Directors of Beebe Draw Farms Authority (the “Authority”), Weld County, Colorado, held at 6:00 P.M. on Wednesday, November 10, 2021 via Microsoft Teams,

The following were present:

Paul “Joe” Knopinski, President  
Christine Hethcock, Vice President  
Michael Welch, Treasurer  
Eric Wernsman, Assistant Secretary  
Lisa A. Johnson, Secretary

Also in attendance were:

Alan D. Pogue, Esq. Icenogle Seaver Pogue, P.C., General Counsel

Director \_\_\_\_\_ introduced and moved for the adoption of the following Resolution:

**RESOLUTION**

WHEREAS, the Authority’s Board of Directors (the “Board”) must perform certain administrative obligations during each calendar year to comply with certain legal requirements, as further described below, and to ensure the efficient operations of the Authority; and

WHEREAS, the Board desires to set forth such obligations herein and to designate, where applicable, the appropriate person(s) to perform such obligations on behalf of the Authority; and

WHEREAS, the Board further desires to acknowledge and ratify herein certain actions and outstanding obligations of the Authority.

NO

W, THEREFORE, THE BOARD OF DIRECTORS OF BEEBE DRAW FARMS AUTHORITY HEREBY RESOLVES AS FOLLOWS:

1. Pursuant to Section 24-32-116(3)(b), C.R.S, the Board directs legal counsel to update the Division of Local Government (the “Division”) with any of the following information previously provided to the Division, in the event such information changes: (i) the official name of the Authority; (ii) the principal address and mailing address of the Authority; (iii) the name of the Authority’s agent; and (iv) the mailing address of the Authority’s agent.

2. The Board directs the Authority's accountant to submit a proposed 2023 budget for the Authority to the Board by October 15, 2022, to schedule a public hearing on the proposed budget, prepare a final budget and budget resolution, including amendments to the budget if necessary, and to file the approved budget and amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado, Sections 29-1-101 to 29-1-115, C.R.S.

3. For any nonrated public securities issued by the Authority, the Board directs the Authority's accountant to prepare and file with the Division on or before March 1, 2022, an annual information report with respect to any of the Authority's nonrated public securities which are outstanding as of the end of the Authority's fiscal year in accordance with Sections 11-58-105, C.R.S.

4. The Board hereby authorizes the Authority's accountant to prepare and file an audit exemption and resolution for approval of audit exemption with the State Auditor by March 31, 2022, as required by Section 29-1-604, C.R.S.; or, if required by Section 29-1-603, C.R.S., the Board authorizes that an audit of the financial statements be prepared and submitted to the Board before June 30, 2022 and filed with the State Auditor by July 31, 2022.

5. The Board directs its staff to prepare the Unclaimed Property Act report and forward the report to the State Treasurer by November 1, 2022 if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with Section 38-13-110, C.R.S.

6. If required, the Board directs legal counsel to oversee the preparation of any continuing annual disclosure report required to be filed not later than the date required by the applicable continuing disclosure agreement, in accordance with the Securities Exchange Commission Rule 15c2-12.

7. The Board designates the Secretary of the Authority as the official custodian of "public records," as such term is used in Section 24-72-202(2), C.R.S. Public records may also be maintained at the office of Icenogle Seaver Pogue, P.C. and CliftonLarsonAllen LLP.

8. The Board directs legal counsel to advise it on the requirements of the Fair Campaign Practices Act Section 1-45-101 *et seq.*, C.R.S., when applicable.

9. The Board directs that all legal notices shall be published in accordance with Section 32-1-103(15), C.R.S., in a paper of general circulation within the boundaries of the Authority, or in the vicinity of the Authority if none is circulated within the Authority including, but not limited to, *The Greeley Daily Tribune*.

10. The Board determines that each director shall receive compensation for services as directors in the amount of \$100 per meeting not to exceed a total of \$2,400 per annum as provide in the Authority Establishment Agreement and Resolution No. 19-11-02.

11. Pursuant to the Authority Establishment Agreement, Section 32-1-901 and Section 24-12-101, C.R.S., the Board directs legal counsel to prepare and the Authority Manager to administer oaths of office and certificates of appointment at such time as directors are appointed to the Board.

12. The Board extends the current indemnification resolution, adopted by the Board on May 10, 2011, to allow the resolution to continue in effect as written.

13. The Board has determined that, when applicable, legal counsel will file conflicts of interest disclosures provided by Board members with the Secretary of State seventy-two (72) hours prior to each meeting of the Board, in accordance with the Authority Establishment Agreement, Sections 32-1-902(3)(b) and 18-8-308, C.R.S. Annually, legal counsel shall request that each Board member submit updated information regarding actual or potential conflicts of interest. Additionally, at the beginning of every term, legal counsel shall request that each Board member submit information regarding actual or potential conflicts of interest.

14. The Authority is currently insured through the Colorado Special Districts Property and Liability Pool. The Board directs the Authority Manager to pay the annual insurance premiums in a timely manner. The Board and Authority staff will biannually review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained.

15. Pursuant to Section 24-6-402(2)(c), C.R.S. and the Amended and Restated Meeting Resolution adopted by the Board on November 10, 2021, as may be amended, the Board hereby designates the Authority's public website, <https://www.colorado.gov/beebedrawfarms>, as the twenty-four (24) hour posting location for all meeting notices and the Pelican Lake Ranch Community Info and Sales Center, 16502 Beebe Draw Farms Parkway, Platteville, CO, as the posting location for notices if the Authority is unable to post a notice online in exigent or emergency circumstances.

16. The Board members have reviewed the minutes from all meetings of the Board from December 2, 2020 through October 13, 2021, which minutes are attached hereto as Exhibit A. The Board, being fully advised of the premises, hereby ratifies and affirms each and every action of the Board taken at said meetings.

17. Pursuant to Section 24-6-402(2)(d.5)(II)(E), C.R.S., the Board hereby declares that all electronic recordings of executive sessions shall be retained for purposes of the Colorado Open Meetings Law for ninety (90) days after the date of the executive session. The Board further directs the custodian of the electronic recordings of the executive session to systematically delete all such recordings made for purposes of the Colorado Open Meetings Law at its earliest convenience after the ninetieth (90<sup>th</sup>) day after the date of the executive session.

18. The Board hereby acknowledges, agrees and declares that the Authority's policy for the deposit of public funds shall be made in accordance with the Public Deposit Protection Act (Section 11-10.5-101 *et seq.*, C.R.S.). As provided therein, the Authority's official custodian may deposit public funds in any bank which has been designated by the Colorado Banking Board as an eligible public depository. For purposes of this paragraph, "official custodian" means a designee

with plenary authority including control over public funds of a public unit which the official custodian is appointed to serve. The Authority hereby designates the Authority's accountant as its official custodian over public deposits.

19. The Board hereby authorizes the Authority's Manager to execute, on behalf of the Authority, any and all easement agreements pursuant to which the Authority is accepting or acquiring easements in favor of the Authority.

(Signatures Begin on Next Page)



Whereupon, the motion to adopt this resolution was seconded by Director \_\_\_\_\_, and upon vote, unanimously carried. The President declared the motion carried and so ordered.

ADOPTED AND APPROVED THIS 10TH DAY OF NOVEMBER, 2021.

BEEBE DRAW FARMS AUTHORITY

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

ATTEST:

By: \_\_\_\_\_  
Lisa A. Johnson, Secretary

I, Lisa A. Johnson, Secretary of the Board of Directors of Beebe Draw Farms Authority, do hereby certify that the annexed and foregoing Resolution is a true copy from the Records of the proceedings of the Board of said Authority, on file with Icenogle Seaver Pogue, P.C., general counsel to the Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Authority, at Weld County, Colorado, this 10th day of November, 2021.

By: \_\_\_\_\_  
Lisa A. Johnson, Secretary

(SEAL)

*Signature Page to BDFA 2022 Annual Administrative Matters Resolution*

**EXHIBIT A**

**Minutes from the  
December 2, 2020 through October 13, 2021  
Meetings of the Board**

**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY  
HELD  
DECEMBER 2, 2020**

A special 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, the 2<sup>nd</sup> day of December, 2020, at 6:00 P.M. Due to the State of Emergency declared by Governor Polis and the threat to health and safety posed by the COVID-19 pandemic, the meeting was held via Microsoft TEAMS Meeting. The meeting was open to the public.

**ATTENDANCE**

**Directors In Attendance Were:**

Paul “Joe” Knopinski  
Christine Hethcock  
Josh Freeman  
Eric Wernsman

The Directors in attendance confirmed their qualifications to serve.

**Also In Attendance Were:**

Lisa Johnson & Nic Carlson; CliftonLarsonAllen LLP  
Alan Pogue, Esq. & Anna Wool, Esq.; Icenogle, Seaver, Pogue, P.C.

Tina Wernsman; Resident

**DISCLOSURE OF  
POTENTIAL  
CONFLICTS OF  
INTEREST**

**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. It was noted that Directors Freeman, Wernsman, Hethcock and Knopinski’s Disclosure Statements have been filed.

President Knopinski called the meeting to order at 6:02 p.m.

**ADMINISTRATIVE  
MATTERS**

**Agenda, Confirmation of Notice Posting:** Ms. Johnson distributed for the Board's review and approval a proposed agenda for the Authority's special meeting.

Following discussion, upon motion duly made by President Knopinski, seconded by Director Wernsman and, upon vote, unanimously carried, the agenda was approved. Ms. Johnson noted meeting notices were posted as required.

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**PUBLIC COMMENT**

None.

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**BRIDGE PROJECT****EMERGENCY READING**

1. Consider approval of a contract with Red Willow Construction LLC for concrete work, pouring caissons and abutments, concrete under and above the bridge in the amount of \$45,331.25

Director Wernsman presented the proposal to the Board. Upon a motion duly made by President Knopinski, seconded by Director Hethcock, and upon a vote, unanimously carried, the Board approved the contract with Red Willow Construction LLC in the amount of \$45,331.25.

2. Consider approval of a contract with LMS Drilling, Inc. for caisson drilling in the amount of \$17,187

Director Wernsman reviewed the proposal with the Board. Upon a motion duly made by Director Hethcock, seconded by Director Freeman, and upon a vote, unanimously carried, the Board approved the contract with LMS Drilling, Inc. in the amount of \$17,187.

3. Consider approval of a contract with Goodell Machinery and Construction for earthwork and removal of old culvert, setting bridge and bolting guard rail in the amount of \$31,085

Director Wernsman reviewed the proposal with the Board. Upon a motion duly made by President Knopinski, seconded by Director Freeman, and upon a vote, unanimously carried, the Board approved the contract with Goodell Machinery and Construction in the amount of \$31,085.

4. Ratify execution of contract with Contech Engineered Solutions, LLC for bridge design, fabrication and delivery in the amount of \$75,680.

Upon a motion duly made by President Knopinski, seconded by Director Hethcock, and upon a vote, unanimously carried, the Board ratified the

Execution of the contract with Contech Engineered Solutions, LLC in the amount of \$75,680.

5. Status of permit from FRICO

Ms. Johnson and Mr. Pogue provided a status of the permit for the bridge repair from FRICO and the finalization of the settlement agreement.

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**OPERATIONS AND  
MAINTENANCE**

**Ratify approval of a contract with T Case Construction for crack seal work in the amount of \$33,100**

Upon a motion duly made by Director Wernsman, seconded by Director Freeman, and upon a vote, with Directors Freeman and Wernsman voting yes and Directors Hethcock and Knopinski supporting, the Board approved the contract with T Case Construction in the amount of \$33,100.

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**OTHER BUSINESS**

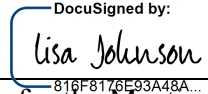
There was no other business discussed.

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**ADJOURNMENT**

There being no further business to come before the Board at this time, upon a motion duly made by Director Wernsman, seconded by Director Freeman, and upon a vote, unanimously carried, the meeting was adjourned at 6:39 p.m.

Respectfully submitted,

By  Secretary for the Meeting  
816F8176E93A48A...

**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY  
HELD  
MAY 12, 2021**

A special 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, the 12<sup>th</sup> day of May, 2021, at 6:00 P.M. Due to the State of Emergency declared by Governor Polis and the threat to health and safety posed by the COVID-19 pandemic, the meeting was held via Microsoft TEAMS Meeting. The meeting was open to the public.

**ATTENDANCE**

**Directors In Attendance Were:**

Paul “Joe” Knopinski  
Christine Hethcock  
Josh Freeman  
Eric Wernsman

The Directors in attendance confirmed their qualifications to serve.

**Also In Attendance Were:**

Lisa Johnson & Rebecca Gianarkis; CliftonLarsonAllen LLP

Alan Pogue, Esq.: Icenogle, Seaver, Pogue, P.C.

William “Bill” Caldwell, Mike Welch and Todd Sundeen; Beebe Draw Farms Metropolitan District No. 1 Board Members

Bill Flynn; Simmons & Wheeler, P.C.

Tina Wernsman, Carol Satersmoen, Johni Skalak, Shawn Flanagan, Nathan & Crystal Clark, Deborah Rue, Ryan Kazee, Steve Street and Kim Coleman; Members of the Public

**ADMINISTRATIVE  
MATTERS**

**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. It was noted that Directors Freeman, Wernsman, Hethcock and Knopinski’s Disclosure Statements have been filed.

**Agenda, Confirmation of Notice Posting:** Ms. Johnson distributed for the Board's review and approval a proposed agenda for the Authority's special meeting.

Following discussion, upon motion duly made by President Knopinski, seconded by Director Wernsman and, upon vote, unanimously carried, the agenda was approved as amended. Ms. Johnson noted meeting notices were posted as required.

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.

#### **CONSENT AGENDA**

The Board considered the following actions:

- Approve Minutes of the November 11, 2020 and December 2, 2020 Special Meetings.
- Ratify approval of the payment of claims through the period ending April 30, 2021 as follows:
 

General Fund:	\$ 200,808.89
Infrastructure Fund	\$ 147,115.50
Amenities Fund	<u>\$ -0-</u>
Total:	<b>\$ 347,924.39</b>
<b>Amended to:</b>	<b>\$541,699.99</b>
- Consider approval of the Unaudited Financial Statements for the period ending December 31, 2020.
- Ratify approval of Pool Agreement with Peak One Pool and Spa, LLC.
- Ratify agreement with Acklam Inc. regarding Partial Topographic and Existing Conditions Survey.
- Approval of Professional Services Agreement with Schedio Group LLV for Cost Verification Services in an amount not to exceed \$10,000.
- Ratify approval of Change Order with Contech Engineered Solutions for anchor bolts in an amount not to exceed \$942.
- Approve Resolution No. 2021-05-01 Amended and Restated Public Records Policy.

Following discussion, upon motion duly made by President Knopinski, seconded by Director Wernsman and, upon vote, unanimously carried, the

Board approved and/or ratified approval of the Consent Agenda as amended.

**Public Comment:** Ms. Satersmoen addressed the Board regarding a request that was made to the POA from residents to have the POA purchase paddleboards, kayaks and innertubes for reservation and use by residents at Lake Christina. The POA would consider gifting the watercraft items to the Authority if the Authority is interested, and can take on the responsibility of reservations, maintenance, etc.

The Board discussed the request and was generally in favor of the request. They determined more discussion is needed related to the reservation system, storage, insurance, etc.

Mr. Flanagan addressed the Board regarding a request to install vending machines at the pool and mail room. He would provide the machines if the Authority would cover the electrical costs. Directors Wernsman and Freeman were not in favor of the Authority paying the electrical costs associated with the request. Ms. Johnson asked Mr. Flanagan to prepare a written proposal of this request including the device that would measure electrical use and present to the Board for consideration at a future meeting.

Ms. Clark shared that she recently attended the Developer's meeting and asked if the Authority Board would be interested in purchasing lots from the Developer to dedicate to open space. She has completed some preliminary research regarding grant opportunities for open space purchase. Director Hethcock indicated she is not interested in selling any lots to the Authority for open space purposes at this time.

Ms. Wernsman addressed the Board regarding a request she received from a resident to hold an event in the community ("Pelican Lake Days") whereby vendors and food trucks could participate and offer their items to residents. If successful, the event could become an annual event. Ms. Johnson asked Ms. Wernsman to have the resident provide a written request to the Authority including details of the event requested, etc. for consideration by the Board at a future meeting.

Ms. Johnson then addressed the public in attendance and thanked them for the creative ideas shared at the meeting. She asked that requests such as those shared should be made in writing and sent to her for staff review prior to consideration by the Board.

## **FINANCIAL MATTERS**

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.



OPERATIONS AND  
MAINTENANCE

**Status of 2021 Pool Season:** Ms. Johnson reported that Crystal Clark has been hired as the 2021 Pool Manager. Ms. Clark is working to fill the assistant positions. The pool is scheduled to open on Memorial Day weekend with no restrictions, and she and her staff will follow all the County and Center for Disease Control guidelines related to COVID-19. Memberships will be charged for 2021, and Ms. Clark will be communicating these details to others in the community very soon. She also purchased a domain name for staff emails that the Authority will own and utilize going forward.

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:**

- **Review and consider approval of 2021 fees and associated Resolution:** Director Hethcock presented her suggested revisions to the current fee schedule. Attorney Pogue asked clarifying questions. The Board discussed the recommendations. Upon a motion duly made by Director Wernsman, seconded by Director Hethcock and, upon vote, unanimously carried, the Board approved the 2021 fees and associated Resolution as discussed and amended.
- **Discuss Fishing Committee Recommendations related to Rules and Guidelines and Consider Approval of same:** Director Hethcock presented a draft set of Rules and Guidelines related to fishing at Lake Christina. She is working with a committee of residents to finalize the recommendations and will present at a future meeting.

CAPITAL  
AMENITIES

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.

INFRASTRUCTURE  
MATTERS

**Filing No. 2:** Director Hethcock provided a brief update on the status of development in Filing 2.

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.

LEGAL MATTERS

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.

**ADJOURN TO EXECUTIVE SESSION, IF NECESSARY, FOR THE FOLLOWING ITEM(S):**

**Pursuant to Sections 24-6-402(4)(b) and 24-6-402(4)(e) C.R.S. for the purpose of receiving legal advice and to determine positions relative to matters that may be subject to negotiations concerning FRICO 1985 Canal Right of Way Agreement:** Upon a motion duly made by Director Wernsman, seconded by Director Hethcock and, upon vote, unanimously carried, the Board adjourned into Executive Session at 7:58 p.m.

Upon a motion duly made by Director Wernsman, seconded by Director Freeman and, upon vote, unanimously carried, the Board adjourned out Executive Session at 8:39 p.m.

No action was taken.

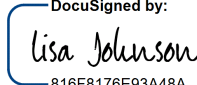
**OTHER BUSINESS**

There was no other business discussed.

**ADJOURNMENT**

There being no further business to come before the Board at this time, upon a motion duly made by Director Wernsman, seconded by Director Freeman and, upon vote, unanimously carried, the meeting was adjourned at 8:39 p.m.

Respectfully submitted,

By    
816F8176E93A48A  
Secretary for the Meeting

**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY  
HELD  
July 14, 2021**

A special 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, the 14<sup>th</sup> day of July, 2021, at 6:00 P.M. Due to the threat to health and safety caused by COVID-19, the meeting was held via Microsoft TEAMS Meeting. The meeting was open to the public.

**ATTENDANCE**

**Directors In Attendance Were:**

Paul “Joe” Knopinski  
Christine Hethcock  
Josh Freeman  
Eric Wernsman

The Directors in attendance confirmed their qualifications to serve.

**Also In Attendance Were:**

Lisa Johnson & Rebecca Gianarkis; CliftonLarsonAllen LLP  
Alan Pogue, Esq.: Icenogle, Seaver, Pogue, P.C.  
William “Bill” Caldwell, Mike Welch and Todd Sundeen; Beebe Draw Farms  
Metropolitan District No. 1 Board Members  
Diane Wheeler; Simmons & Wheeler, P.C.

Tina Wernsman, Cindy Key, Nathan & Crystal Clark, John and Kim Coleman;  
Members of the Public

**ADMINISTRATIVE  
MATTERS**

**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. It was noted that Directors Freeman, Wernsman, Hethcock and Knopinski’s Disclosure Statements have been filed.

**Agenda, Confirmation of Notice Posting:** Ms. Johnson distributed for the Board’s review and approval a proposed agenda for the Authority’s special meeting.

Following discussion, upon motion duly made by Director Wernsman, seconded by President Knopinski and, upon vote, unanimously carried, the agenda was approved as amended. Ms. Johnson noted meeting notices were posted as required.

**Acknowledge Appointment of one Board member from Beebe Draw Farms Metropolitan District No. 1 and one Board member from Beebe Draw Farms Metropolitan District No. 2 to serve on the Authority Board:** The Board acknowledged the appointment of Michael Welch from Beebe Draw Farms MD No. 1 and Paul Joseph (“Joe”) Knopinski from Beebe Draw Farms MD No. 2 to serve two-year terms on the Authority Board.

**Consider appointment of officers:** Upon a motion duly made by Director Hethcock, seconded by Director Wernsman and, upon vote, unanimously carried, the Board determined the same slate of officers for the current Directors and new Director, Mike Welch to serve as Treasurer.

### **FIRST READING:**

1. **Consider sending Board member(s) to the 2021 SDA Conference in Keystone for hybrid classes (virtual or in person option) on September 14-16, 2021:** The Board considered the request from District No. 1 to send two Board members to the conference and District No. 2 to send one Board member to the conference. The Board will take action on the requests at their meeting in August.

**SECOND READING:** None.

**EMERGENCY READING:** None.

### **CONSENT AGENDA**

The Board considered the following actions:

- Approve Minutes of the May 12, 2021 Special Meeting.
- Ratify approval of the payment of claims through the period ending June 30, 2021 as follows:

Total Claims: \$38,536.58

Following discussion, upon motion duly made by Director Wernsman, seconded by Director Hethcock and, upon vote, unanimously carried, the Board approved and/or ratified approval of the Consent Agenda as amended.

**Public Comment:** Ms. Coleman asked about the status of the drainage issue on their property. Mr. Pogue responded that the status is the same as it was in October 2020. He summarized the update and action taken at the October meeting. Mr. & Mrs. Coleman reported that they agree to move forward with the plan of resolution. They will let their attorney know that they agree with the

plan of resolution.

Ms. Wernsman asked what the Authority has spent on this drainage issue. Mr. Pogue will research the amount and report back at a future meeting.

## FINANCIAL MATTERS

Consider approval of the Unaudited Financial Statements for the period ending March 31, 2021.

Ms. Wheeler presented the revised March 31, 2021 Financial Statements. She reported that the original financial statements provided to the Board were incorrect in the Amenities and Infrastructure Funds. Those were corrected and emailed to the Board prior to the meeting. Upon a motion duly made by President Knopinski, seconded by Director Wernsman and, upon vote, unanimously carried, the Board accepted the revised Financial Statements.

Ms. Wheeler suggested the Authority open a separate bank account for the segregation of the Amenities and Infrastructure Funds. Checks will be written from the checking account so Director Hethcock did not feel that there was a benefit to open a separate account as suggested. The Board concurred.

Simmons & Wheeler, P.C. will begin preparing monthly financial statements for a flat fee of \$300 per month.

**Review and Consider acceptance of the 2020 Audited Financial Statements and authorized execution of the representation letter:** Ms. Wheeler presented the 2020 Audited Financial Statements. Upon a motion duly made by President Knopinski, seconded by Director Wernsman and, upon vote, unanimously carried, the Board accepted the 2020 Audited Financial Statements, subject to receipt of a clean opinion from the auditor and incorporation of the revisions provided by Director Hethcock and legal counsel review.

### **FIRST READING:**

- 1. Discuss an increase to the water tap fee as follows and set date for special meeting to adopt fee increase:**  
**½ water tap (Budget) fee to \$27,000**  
**Full water tap fee to \$57,000**

Director Hethcock presented this information. The Board determined to schedule a special meeting for August 18, 2021 at 6:00 p.m. to consider approval of the fee increase.

**SECOND READING:** None.

**EMERGENCY READING:** None.

## OPERATIONS AND MAINTENANCE

**Pool Manager Report:** Ms. Clark presented her report to the Board. She focused on the repairs to the gate locking system and has estimated the fee for repairing the gate locking system between \$500 and \$2,600. Upon a motion duly made by Director Wernsman, seconded by Director Welch and, upon vote, unanimously carried, the Board authorized a not to exceed amount (NTE) of \$3,000 for the repairs of the gate locking system. Directors Knopinski and Hethcock supported the action.

Ms. Clark then discussed the replacement of umbrellas. She stated that the cost estimates to replace each is at \$150 per umbrella, and she recommend 2-3 replacements of the umbrellas per year. President Knopinski suggested the Authority purchase 10 this year and then budget for 2-3 replacements each year thereafter. Director Wernsman suggested replacing four umbrellas based on the number of tables at the pool, and then a program to replace 2-3 each year. The Board directed Ms. Clark to purchase four umbrellas.

Ms. Clark will provide costs for replacing furniture and resurfacing of the pool in advance of the budget process.

**Status of Fishing Committee Activities:** Director Hethcock reported that the committee has not yet met at this time.

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.

## CAPITAL AMENITIES

### **FIRST READING:**

1. **Discuss construction of walking path along Beebe Draw Parkway:**  
The Board reviewed the request. Director Hethcock commented that as part of Phase 2, the Parkway would be widened by 3 feet, and perhaps at that time, solicit a proposal to install the same widening along the existing parkway. A proposal could include two alternates, one to pave a 3 ft. extension from the Sales and Info Center to the Maintenance Facility and an alternate proposal would pave the extension from the Gate House to the Maintenance Facility. Timing on construction will be roughly 1 – 1 ½ years. The 2021 Budget anticipated spending \$50,000 on some type of gravel trail along the pathway. Director Wernsman is supportive of waiting and installing an asphalt widening along the parkway as described above. Ms. Clark volunteered to obtain a quote for rubber resurfacing as an option. The Board will discuss this further at a future meeting.

**SECOND READING:** None.

**EMERGENCY READING:** None.

**INFRASTRUCTURE  
MATTERS**

**Filing No. 1:** None.

**FIRST READING:**

1. **Discuss Rezoning of Undeveloped Land to Estate Zone:** Director Hethcock presented an update on the rezoning process through Weld County. No action was needed at this time.

**SECOND READING:** None.

**EMERGENCY READING:** None.

**LEGAL MATTERS**

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.

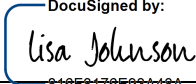
**OTHER BUSINESS**

There was no other business discussed.

**ADJOURNMENT**

There being no further business to come before the Board at this time, upon a motion duly made by Director Wernsman, seconded by President Knopinski and, upon vote, unanimously carried, the meeting was adjourned at 8:03 p.m.

Respectfully submitted,

By  Secretary for the Meeting  
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**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY  
HELD  
August 18, 2021**

A special 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, the 18<sup>th</sup> day of August, 2021, at 6:00 P.M. This meeting was held via Microsoft TEAMS. The meeting was open to the public.

**ATTENDANCE**

**Directors In Attendance Were:**

Paul “Joe” Knopinski  
Christine Hethcock  
Michael Welch  
Eric Wernsman

The Directors in attendance confirmed their qualifications to serve.

**Also In Attendance Were:**

Lisa Johnson & Rebecca Gianarkis; CliftonLarsonAllen LLP  
Alan Pogue, Esq.: Icenogle, Seaver, Pogue, P.C.  
Bill Flynn; Simmons & Wheeler, P.C.

Tina Wernsman, Cindy Key, Nathan & Crystal Clark, Amos Kelly, Kent & Brenda Lewis, Stephanie Whhelihan and Carol Satersmoen; Members of the Public

**ADMINISTRATIVE  
MATTERS**

**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. It was noted that Directors Welch, Wernsman, Hethcock and Knopinski’s Disclosure Statements have been filed.

**Agenda, Confirmation of Notice Posting:** Ms. Johnson distributed for the Board’s review and approval a proposed agenda for the Authority’s special meeting.

Following discussion, upon motion duly made by President Knopinski,



seconded by Director Wernsman and, upon vote, unanimously carried, the agenda was approved as presented. Ms. Johnson noted meeting notices were posted as required.

**FIRST READING:**

1.

**SECOND READING:**

1. **Consider sending three Board members to the 2021 SDA Annual Conference:** Following discussion, upon a motion duly made by Director Wernsman, seconded by President Knopinski and, upon vote, unanimously carried the Board approved sending two Board members to the SDA conference.

**EMERGENCY READING:** None.

**CONSENT AGENDA**

The Board considered the following actions:

- Minutes of the July 14, 2021 Special Meeting.
- Ratify payment of claims through the period ending July 31, 2021 as follows: \$35,691.08
- Unaudited Financial Statements for the period ending June 30, 2021

Following discussion, upon motion duly made by Director Wernsman, seconded by Director Hethcock and, upon vote, unanimously carried, the Board approved and/or ratified approval of the Consent Agenda as presented.

**Public Comment:** Ms. Satersmoen addressed the Board as a POA member and discussed a few events that the POA is considering that may affect the Authority Board or it's property. The Board is in support of the clean-up day scheduled in September, and confirmed that any items that are not acceptable will be hauled off by the POA, and the Authority's property will be left as it was found.

Ms. Wernsman inquired about an offer she made to the POA regarding the clean-up day, and stated she has not received a response. Ms. Satersmoen responded with an apology that no one has responded to her yet.

**FINANCIAL  
MATTERS**

None.

**FIRST READING:** None.

**SECOND READING:**

1. **Approval of increase to the water tap fee and adoption of Resolution 2021-08-01 as follows: 1/2 water tap (budget) fee to \$27,000 and full water tap fee to \$57,000;** Director Hethcock presented the need for the increase to the Board. Following review and discussion, upon a motion duly made by President Knopinski, seconded by Director Hethcock and, upon vote, Directors Hethcock, President Knopinski and Director Wernsman moved the motion to increase water fees with Director Welch voting against the increase.

**EMERGENCY READING:** None.

## **OPERATIONS AND MAINTENANCE**

**Proposal from Greeley Lock & Key regarding new locks and keys for Sales and Information Center:** Ms. Johnson presented the proposal to the Board. Discussion ensued. Ms. Clark suggested the Board consider the Kantech system as an option. Ms. Wernsman questioned the usefulness of Kantech system as she had been provided with feedback that the system may not have worked as recently programmed. Ms. Clark addressed the issues this year regarding a particular employee use of the system. Directors Wernsman and Welch stated their support obtaining a proposal from Kantech, and the Board noted they will re-visit the system once this proposal is received.

**Pool Closing Date for 2021:** Ms. Clark provided a pool report to the Board with a suggested closing date of one week past Labor Day. She is suggesting an end-of-year event in conjunction with the POA. Ms. Clark also asked if the Board would be interested in a moonlight swim and doggie swim day.

Following discussion, upon a motion duly made by Director Welch, seconded by Director Wernsman and, upon vote, unanimously carried, the Board approved the closure date of the pool for September 12<sup>th</sup>, and the support for the end-of-year events presented by Ms. Clark for a moonlight swim and doggie swim day.

**Replacement of resident mailbox keys and consider charging fee to replace:** Following discussion, upon a motion duly made by Director Wernsman, seconded by Director Welch and, upon vote, unanimously carried, the Board approved to impose fees of \$50 to replace mailbox keys.

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.

## **CAPITAL AMENITIES**

**FIRST READING:**

1. **Discuss construction of walking path along Beebe Draw Parkway and review of proposals:** Ms. Johnson presented a proposal for the

installation of a river rock (rubber) surfacing pathway along the Beebe Draw Farms Parkway to the Board. The proposal is from River Rock Resurfacing in the amount of \$222,560.00. Ms. Johnson will forward along to the Board for review. Director Hethcock will have an estimate prepared for asphalt path for comparisons. The Board plans to consider these at the October meeting.

**SECOND READING:** None.

**EMERGENCY READING:** None.

**INFRASTRUCTURE  
MATTERS**

**Filing No. 1:** None.

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:**

1. **Purchase of 25 C-BT shares from Central Weld County Water District:** Upon a motion duly made by President Knopinski, seconded by Director Hethcock and, upon vote, unanimously carried, the Board approved to purchase up to \$60,000 per share of C-BT water shares from CWCWD.

**LEGAL MATTERS**

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.

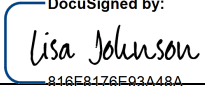
**OTHER BUSINESS**

**Cancellation of September 8, 2021 Board Meeting:** Upon a motion duly made by Director Welch, seconded by Director Wernsman and, upon vote, unanimously carried, the Board approved to cancel the September 8, 2021 Board meeting.

**ADJOURNMENT**

There being no further business to come before the Board at this time, upon a motion duly made by Director Wernsman, seconded by Director Welch and, upon vote, unanimously carried, the meeting was adjourned at 7:27 p.m.

Respectfully submitted,

By  Lisa Johnson  
Secretary for the Meeting

**RESOLUTION NO. 2021-11-02**  
**RESOLUTION TO AMEND 2021 BUDGET**

**COMES NOW**, Paul “Joe” Knopinski, the President of the Beebe Draw Farms Authority (the “Authority”), and certifies that at a special meeting of the Board of Directors of the Authority held, Wednesday, the 10th day of November, 2021, at 6:00 P.M., via video and teleconference: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MWE5MTc1N2QtYjgzZi00Y2lyLTlhNmItNjQzOTRiMWQ5Nzk1%40thread.v2/0?context=%7b%22Td%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_MWE5MTc1N2QtYjgzZi00Y2lyLTlhNmItNjQzOTRiMWQ5Nzk1%40thread.v2/0?context=%7b%22Td%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: 457 528 665#

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 2021 as follows:

General Fund	\$ _____
Debt Service Fund	\$ _____
Capital Projects Fund	\$ _____

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 2021; 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, November 4, 2021 in the *Greeley Tribune*, indicating (i) the date and time of the hearing at which the adoption of the proposed 2021 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, November 10, 2021 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 2021 as follows:

General Fund	\$ _____
Debt Service Fund	\$ _____
Capital Projects Fund	\$ _____

**BE IT FURTHER RESOLVED**, that such sums are hereby appropriated from the revenues of the District to the General Fund, Debt Service Fund and Capital Projects Fund for 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 10TH DAY OF NOVEMBER, 2021.**

BEEBE DRAW FARMS AUTHORITY

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

ATTEST:

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

**EXHIBIT A**

Notice of Special Meeting  
Affidavit of Publication  
Notice as to Proposed 2021 Budget Amendment

**Beebe Draw Farms Authority**  
**Proposed Budget**  
**General Fund**  
**For the Year ended December 31, 2022**

	Actual 2020	Adopted Budget 2021	Actual 8/31/2021	Estimate 2021	Proposed Budget 2022
Beginning fund balance	\$ 689,456	\$ 541,892	\$ 587,623	\$ 587,623	\$ 476,541
Revenues:					
Transfer from District No. 1	178,346	186,412	194,028	192,011	178,790
Transfer from District No. 2	208,583	203,235	181,542	177,032	135,056
Developer Rent	1,626	1,626	1,626	1,626	1,626
Pool Fees	-	7,600	10,540	10,540	11,000
RV Parking Fees	150	3,000	-	-	-
Interest Income	1,380	3,000	-	1,000	1,000
Other Income/hail	1,878	-	-	-	-
Total revenues	391,963	404,873	387,736	382,209	327,471
Total funds available	1,081,419	946,765	975,359	969,832	804,012
Expenditures:					
Administration					
Accounting	35,885	27,000	11,260	27,000	27,000
Audit	5,000	6,000	-	6,000	6,000
Directors Fees	1,200	3,300	800	3,000	3,300
Election					
Payroll Taxes	15,396	4,965	2,873	4,965	3,807
Miscellaneous	4,432	2,000	1,802	2,000	2,000
Training	-	6,000	-	-	6,000
Insurance and Bonds	(25,825)	25,000	25,138	25,922	28,000
Legal FRICO	81,190	-	915	1,000	-
Legal	46,241	27,000	24,981	27,000	27,000
Legal	-				
Legal Oil and Gas	-	10,000	-	10,000	10,000
Management	55,167	33,000	33,757	45,000	35,000
Project Management	-	1,000	-	-	-
Property Management wages	39,406	60,000	34,407	46,000	46,000
Total Administration	258,092	205,265	135,933	197,887	194,107
Physical Facilities					
Maintenance facility maintenance	598	2,000	-	1,000	2,000
Community Center/Gatehouse	5,878	5,000	874	1,000	5,000
Hail damage	-	-	-	-	-
Equestrian Facility	3,342	3,000	-	-	5,000
Ground Lease	-	-	-	2,884	2,971
Nature Preserve	-	1,000	-	-	1,000
RV Storage	-	500	-	-	-
Sport Court	-	1,500	-	-	1,500
Utilities	30,918	26,000	19,706	30,000	30,000
Total Physical Facilities	40,736	39,000	20,580	34,884	47,471
Aquatic Facilities					
Community Pool	17,724	17,000	13,870	15,000	17,000
Pool repair	5,443	3,000	1,919	3,000	3,000
Lake Christina/Fish Stocking	3,490	7,000	3,575	8,000	8,000
Lake Christina Maint/Habitat	-	500	166	500	500
Total Aquatic Facilities	26,657	27,500	19,530	26,500	28,500

**Beebe Draw Farms Authority**  
**Proposed Budget**  
**General Fund**  
**For the Year ended December 31, 2022**

	Actual <u>2020</u>	Adopted Budget <u>2021</u>	Actual <u>8/31/2021</u>	Estimate <u>2021</u>	Proposed Budget <u>2022</u>
<b>Parks and Open Space</b>					
Park/Recreation Facilities	-	-	-	-	-
Landscaping Improvements	-	-	-	-	-
Signage	113	-	-	200	500
Play Equipment	170	-	787	800	1,000
Landscape Maintenance	12,037	500	3,783	4,500	2,000
Rodent Control	137	5,000	-	-	5,000
Tree Maintenance (allocated)	4,172	2,000	1,800	1,800	2,000
Total Parks and Open Space	<u>16,629</u>	<u>7,500</u>	<u>6,370</u>	<u>7,300</u>	<u>10,500</u>
<b>Roads, Trails and Ditches</b>					
Riding/Walking Trails	-	-	-	-	-
Nature Trail at Lake Christina	-	-	-	-	-
Road Maintenance - Dirt	152	1,000	-	800	2,000
Road Maintenance - Paved	34,546	1,000	45,900	45,900	2,000
Total Roads, Trails and Ditches	<u>34,698</u>	<u>2,000</u>	<u>45,900</u>	<u>46,700</u>	<u>4,000</u>
<b>O&amp;M - Other Expenses</b>					
Other	504	1,000	826	1,000	-
Locates	46	200	10	20	100
Vehicle/Equipment	74,779	10,000	5,847	10,000	10,000
Total O&M - Other expenses	<u>75,329</u>	<u>11,200</u>	<u>6,683</u>	<u>11,020</u>	<u>10,100</u>
Capital Replacement (b)	<u>41,655</u>	<u>169,000</u>	<u>115,252</u>	<u>169,000</u>	<u>-</u>
<b>Discretionary Funds</b>					
Discretionary Funds	-	-	-	-	-
Capital R&R Contingency	-	25,000	-	-	25,000
Emergency reserve (3%)	-	12,316	-	-	11,646
Total expenditures	<u>493,796</u>	<u>498,781</u>	<u>350,248</u>	<u>493,291</u>	<u>331,324</u>
Ending fund balance	<u>\$ 587,623</u>	<u>\$ 447,984</u>	<u>\$ 625,111</u>	<u>\$ 476,541</u>	<u>\$ 472,688</u>
O&M Reserve Fund	181,385	181,385	-	181,385	181,385
Capital Repair & Replacement Reserve	227,023	99,313	-	99,313	141,929
Discretionary Funds District 1	133,484	138,112	-	138,112	143,233
Total reserved fund balance	<u>\$ 541,892</u>	<u>\$ 418,810</u>	<u>\$ -</u>	<u>\$ 418,810</u>	<u>\$ 466,547</u>
Ending fund balance	<u>\$ 45,731</u>	<u>\$ 29,174</u>	<u>\$ 625,111</u>	<u>\$ 57,731</u>	<u>\$ 6,141</u>
<b>b Capital repair &amp; replacement 2020 &amp; 2021 projects</b>					
Pool Cover in 2020	\$ 5,000	\$ -		\$ -	\$ -
Playground 2021		-		-	-
Roads 2021		-		-	-
Bridge replacement	106,000	169,000		-	-
Total Capital repair and replacement projects	<u>\$ 111,000</u>	<u>\$ 169,000</u>		<u>\$ -</u>	<u>\$ -</u>



**Beebe Draw Farms Authority**  
**Proposed Budget**  
**Capital Infrastructure Fund**  
**For the Year ended December 31, 2022**

	Actual 2020	Adopted Budget 2021	Actual 8/31/2021	Estimate 2021	Proposed Budget 2022
Beginning fund balance	<u>\$ 5,908,967</u>	<u>\$ 6,433,683</u>	<u>\$ 6,433,683</u>	<u>\$ 6,433,683</u>	<u>\$ 6,683,152</u>
Revenues:					
Transfer from District No. 1	20,919	16,300	16,966	20,886	28,394
Transfer from District No. 2	145,135	51,953	74,677	75,402	88,927
Transfer from District No. 2 - Cap Pledge 2051	8,427	9,472	9,795	8,576	10,312
Transfer from District No. 2 - Cap Pledge 2055	5,315	6,889	7,124	5,299	9,314
Water Tap Fees	432,000	450,000	269,000	269,000	150,000
Oil revenue	-	-	-	806	-
Interest Income	<u>12,543</u>	<u>40,000</u>	<u>1,281</u>	<u>15,000</u>	<u>40,000</u>
Total revenues	<u>624,339</u>	<u>574,614</u>	<u>378,843</u>	<u>394,969</u>	<u>326,947</u>
Total funds available	<u>6,533,306</u>	<u>7,008,297</u>	<u>6,812,526</u>	<u>6,828,652</u>	<u>7,010,099</u>
Expenditures:					
Engineering and Planning	20,272	100,000	12,825	70,000	100,000
Legal	11,776	75,000	15,958	25,500	75,000
Infrastructure	67,575	250,000	-	50,000	1,250,000
Contingency	<u>-</u>	<u>3,000,000</u>	<u>-</u>	<u>-</u>	<u>3,000,000</u>
Total expenditures	<u>99,623</u>	<u>3,425,000</u>	<u>28,783</u>	<u>145,500</u>	<u>4,425,000</u>
Ending fund balance	<u>\$ 6,433,683</u>	<u>\$ 3,583,297</u>	<u>\$ 6,783,743</u>	<u>\$ 6,683,152</u>	<u>\$ 2,585,099</u>

Note: No lot development in 2019 following 32 lots being completed 4th quarter of 2018

Tap Fee Revenue Estimate for 2021: 15 new taps at average of \$30,000/tap = Total \$450,000

For 2021: There will be no lot development, only Filing 2 Platting

**Beebe Draw Farms Authority**  
**Proposed Budget**  
**Amenities**  
**For the Year ended December 31, 2022**

	Actual 2020	Adopted Budget 2021	Actual 8/31/2021	Estimate 2021	Proposed Budget 2022
Beginning fund balance	\$ 975,446	\$ 1,057,093	\$ 1,057,093	\$ 1,057,093	\$ 1,110,227
Revenues:					
Transfer from District No. 1	28,044	27,114	28,211	27,114	35,106
Transfer from District No. 2	45,608	12,988	18,677	18,453	22,232
Transfer from District No. 2 - Cap Pledge 2051	3,097	2,368	2,449	2,144	2,578
Transfer from District No. 2 - Cap Pledge 2055	1,132	1,722	1,781	1,722	2,329
Oil and gas	403	-	-	201	-
Interest income	3,363	10,000	221	3,500	10,000
Transfer from general fund	-	-	-	-	-
Total revenues	81,647	54,192	51,339	53,134	72,244
Total funds available	1,057,093	1,111,285	1,108,432	1,110,227	1,182,471
Expenditures:					
Transfers out	-	-	-	-	-
Fitness center	-	80,000	-	-	80,000
ATV/gun range	-	80,000	-	-	80,000
Trail along Beebe Draw Farms Parkway (1)	-	50,000	-	-	-
Legal	-	-	-	-	-
Contingency	-	-	-	-	-
Total expenditures	-	210,000	-	-	160,000
Ending fund balance	\$ 1,057,093	\$ 901,285	\$ 1,108,432	\$ 1,110,227	\$ 1,022,471
Assessed valuation		\$ -			\$ -
Mill Levy		0.000			0.000
Total Mill Levy		0.000			0.000

STATE OF COLORADO  
COUNTY OF WELD  
BEEBE DRAW FARMS AUTHORITY  
2022 BUDGET RESOLUTION 2021-11-03

The Board of Directors of the Beebe Draw Farms Authority, Weld County, Colorado held a special meeting on Wednesday, November 10, 2021 at the hour of 6:00 P.M. via video and teleconference:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MWE5MTc1N2QtYjgzZi00Y2lyLTlhNmItNjQzOTRiMWQ5Nzk1%40thread.v2/0?context=%7b%22Td%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_MWE5MTc1N2QtYjgzZi00Y2lyLTlhNmItNjQzOTRiMWQ5Nzk1%40thread.v2/0?context=%7b%22Td%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: 457 528 665#

The following members of the Board of Directors were present:

President:	Paul “Joe” Knopinski
Vice President:	Christine Hethcock
Treasurer:	Michael Welch
Assistant Secretary:	Eric Wernsman
Secretary:	Lisa Johnson

Also present were: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Ms. Johnson reported that prior to the meeting, each of the directors had been notified of the date, time and place of this meeting and the purpose for which it was called. It was further reported that this meeting is a special meeting of the Board of Directors of the Authority and that a notice this meeting was posted on the Authority’s website <https://beebedrawfarmsauthority.colorado.gov/> no less than twenty-four hours prior to the holding of the meeting, and to the best of her knowledge, remains posted to the date of this meeting.

At the meeting, the President stated that proper publication was made to allow the Board to conduct a public hearing on the Authority's 2022 budget. The President opened the public hearing on the Authority's proposed 2022 budget for public comment, if any, and then the public hearing was closed. Upon discussion of the Authority's proposed 2022 budget by members of the Board, Director \_\_\_\_\_ moved that the Board adopt the following Resolution:

### RESOLUTION

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET, APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE BEEBE DRAW FARMS AUTHORITY, WELD COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022 AND ENDING ON THE LAST DAY OF DECEMBER 2022.

WHEREAS, the Board of Directors (the "Board") of the Beebe Draw Farms Authority (the "Authority") has authorized its accountant to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget was submitted to the Board for its review and consideration on or before October 15, 2021; and

WHEREAS, due and proper notice was published on \_\_\_\_\_ day, \_\_\_\_\_, 2021 in the *Greeley Daily Tribune*, indicating (i) the date and time of the hearing at which the adoption of the proposed budget will be considered; (ii) that the proposed budget is available for inspection by the public at a designated place; and (iii) that any interested elector of the Authority may file any objections to the proposed budget at any time prior to the final adoption of the budget by the Authority; and an original publisher's Affidavit of Publication is attached hereto as Exhibit A and incorporated herein by this reference; and

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

WHEREAS, a public hearing was held on Wednesday, November 10, 2021 and interested electors were given the opportunity to file or register any objections to said proposed budget and any such objections were considered by the Board; and

WHEREAS, the budget being adopted by the Board has been prepared based on the best information available to the Board regarding the effects of § 29-1-301, C.R.S., and Article X, § 20 of the Colorado Constitution; 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; and

WHEREAS, pursuant to § 29-1-113(1), C.R.S., the Board shall cause a certified copy of the budget, including the budget message and any resolutions adopting the budget, appropriating moneys, to be filed with the Division of Local Government within thirty (30) days following the beginning of the fiscal year of the budget adopted; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BEEBE DRAW FARMS AUTHORITY, WELD COUNTY, COLORADO:

Section 1. Summary of 2022 Revenues and 2022 Expenditures. That the estimated revenues and expenditures for each fund for fiscal year 2022, as more specifically set forth in the budget attached hereto as Exhibit B and incorporated herein by this reference, are accepted and approved.

Section 2. Adoption of Budget. That the budget as submitted, and if amended, then as amended, and attached hereto as Exhibit B and is approved and adopted as the budget of the Authority for fiscal year 2022. In the event of recertification of values by the Weld County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization.

Section 3. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

Section 4. Budget Certification. That the budget shall be certified by Lisa Johnson, Secretary of the Authority, and made a part of the public records of the Authority and a certified copy of the approved and adopted budget shall be filed with the Division of Local Government.

**[The remainder of this page is intentionally left blank.]**

The foregoing Resolution was seconded by Director \_\_\_\_\_.

RESOLUTION APPROVED AND ADOPTED THIS 10<sup>th</sup> DAY OF NOVEMBER 2021.

BEEBE DRAW FARMS AUTHORITY

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

ATTEST:

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

STATE OF COLORADO  
COUNTY OF WELD  
BEEBE DRAW FARMS AUTHORITY

I, Eric Wernsman, hereby certify that I am a director and the duly elected and qualified Assistant Secretary of the Beebe Draw Farms Authority, and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of the Authority, adopted at a special meeting of the Board of Directors of the Beebe Draw Farms Authority held on Wednesday, November 10, 2021, at 6:00 p.m., as recorded in the official record of the proceedings of the Authority, insofar as said proceedings relate to the budget hearing for fiscal year 2022; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the Authority this 10<sup>th</sup> day of November 2021.

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Eric Wernsman, Secretary

[SEAL]

**EXHIBIT A**

Affidavit of Publication  
Notice as to Proposed 2022 Budget



**EXHIBIT B**

Budget Document  
Budget Message

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Beebe Draw Farms Authority of Weld County, Colorado on this 10th day November 2021.

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Eric

Wernsman, Assistant Secretary

S E A L