

BEEBE DRAW FARMS AUTHORITY
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A copy of the agenda/meeting packet is available at the Beebe Draw Farms website at www.colorado.gov/beebedrawfarms

NOTICE OF REGULAR 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: May 11, 2022
TIME: 6:00 P.M.
PLACE: Hybrid Meeting:
Pelican Lake Ranch Community Info and Sales Center
16502 Beebe Draw Farms Parkway
Platteville, CO 80641

Or Microsoft Teams via link or telephonic:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWQ4OWlwOTctMTY4NC00NDdlLWJmNTAtNjMyODFiNjU4OGUz%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

Dial In: 720-547-5281, Conference ID: 513 795 52#

1. ADMINISTRATIVE MATTERS
 - A. Present Disclosures and Potential Conflicts of Interest.
 - B. Approve Agenda and confirm posting of meeting notices.
 - C. Results of May Elections in Beebe Draw Farms Metropolitan District No. 1 and No. 2.
 - D. Brief discussion on structure of Authority and relation to Beebe Draw Farms Metropolitan District No. 1 and No. 2.

E. FIRST READING:

1. Review updated Employee Handbook (enclosed -001)

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 March 14, 2022 Regular and March 9, 2022 Special Meeting (enclosed 002, 003).
2. Ratify approval of payment of claims through the period ending March 31, 2022, as follows (enclosed - 004).
Total Claims: \$65,605.18
3. Consider approval of the Cash Position for the period April 30, 2022 (sent to BOD separately).
4. Ratify Engagement with Coan, Payton & Payne, LLC for Legal Services (enclosed – 005, 006)
5. Ratify approval of a service agreement with CEM Sales & Service Inc. for pool maintenance services (enclosed - 007).
6. Ratify the purchase and monthly fees related to Starlink Internet Service at the Maintenance Facility.

3. PUBLIC COMMENT

A.

4. FINANCIAL MATTERS

A. FIRST READING:

1. Discuss Proposal from Association Reserves to Prepare a Reserve Analysis (enclosed – 008, 009)

- B. SECOND READING:
 - 1. Consider approval of 2022 Amenity Fee Resolution (enclosed -010).
- C. EMERGENCY READING
 - 1.
- 5. OPERATIONS & MAINTENANCE
 - A. Discuss 2022 Pool staffing and services.
 - B. Discuss Facility and Maintenance staffing.
 - C. Discuss need for updates to insurance property schedule.
 - D. Review and consider approval of Property Owner's Association summer events schedule related to Authority amenities usage (enclosed - 011).
 - E. Discuss repairs to Gate House and walking bridge at Lake Christina.
 - F. Discuss proposal to install speed tables (enclosed – 012).
 - G. FIRST READING
 - 1. Discuss request from Property Owner's Association to share the cost of purchasing a roadside radar machine for an amount not to exceed \$3,500 (enclosed - 013).
 - 2. Discuss proposal related to swimming pool resurfacing (enclosed – 014).
 - H. SECOND READING:
 - 1. Discuss information received from Mr. Farrell related to fiber optics/internet service from Telos Online (enclosed – 015, 016).
 - I. EMERGENCY READING:
- 6. CAPITAL AMENITIES
 - A. FIRST READING:
 - 1.
 - B. SECOND READING:
 - 1. Updates of research regarding the installation of a Trail along Beebe Draw Farms Parkway.

- C. EMERGENCY READING:
 - 1.
- 7. INFRASTRUCTURE
 - A. Filing No. 2:
 - 1.
 - B. FIRST READING:
 - 1. Review proposals for engineering services (publication occurred on 4/27/2022) (to be distributed).
 - C. SECOND READING:
 - 1.
 - D. EMERGENCY READING:
 - 1. Discuss and consider approval of the purchase of 30 shares of C-BT water in the amount of \$61,000 per share.
- 8. LEGAL MATTERS
 - A. Consider approval of Improvement Acquisition, Advance, and Reimbursement Agreement with REI, LLC (to be distributed).
 - B. FIRST READING:
 - 1.
 - C. SECOND READING:
 - 1.
 - D. EMERGENCY READING:
 - 1.
- 9. OTHER BUSINESS
 - A.
- 10. ADJOURNMENT:

Beebe Draw Farms Authority
May 11, 2022
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THE NEXT REGULAR MEETING IS SCHEDULED FOR JULY 13, 2022.

Beebe Draw Farms Authority Employee Handbook

January 1, 2022

IMPORTANT

THIS HANDBOOK SETS FORTH THE POLICIES, PROCEDURES AND BENEFITS FOR THE BEEBE DRAW FARMS AUTHORITY (“AUTHORITY”). THE AUTHORITY BOARD OF DIRECTORS HAS THE RIGHT TO CHANGE THIS HANDBOOK AT ANY TIME WITHOUT NOTICE.

THE POLICIES, PROCEDURES AND BENEFITS CONTAINED IN THIS HANDBOOK ARE CURRENT AS OF **JANUARY 1, 2022** AND SUPERSEDE ALL PRIOR AUTHORITY POLICIES, GUIDELINES PROCEDURES AND BENEFITS DEALING WITH SIMILAR SUBJECT MATTER.

NOTICE

EACH AUTHORITY EMPLOYEE IS AN "AT WILL" EMPLOYEE.

THIS HANDBOOK APPLIES TO ALL EMPLOYEES. THIS HANDBOOK DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. NOTWITHSTANDING ANY STATEMENT TO THE CONTRARY IN THIS HANDBOOK, ANY REPRESENTATIONS CONTAINED IN ANY AUTHORITY DOCUMENT (WHETHER IN PAPER OR ELECTRONIC FORM), OR ANY STATEMENT MADE BY ANY AUTHORITY BOARD MEMBER, EMPLOYEE, AGENT OR REPRESENTATIVE, ANY EMPLOYEE MAY BE TERMINATED AT ANY TIME FOR ANY OR NO REASON IN THE AUTHORITY'S SOLE DISCRETION, SUBJECT ONLY TO THE REQUIREMENTS OF APPLICABLE LAW.

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SECTION 1

DEFINITIONS AND GENERAL STATEMENTS

A. Definitions.

1. **Applicable Law.** A Federal, State or local constitution, charter, law, rule, ordinance, code or regulation that applies directly or indirectly to the Authority and/or its directors, officers, employees, agents or representatives.
2. **Authority.** The legal entity known as Beebe Draw Farms Authority, which consists of an authority create pursuant to state law between Beebe Draw Farms Metropolitan Districts #1 and #2, which are political subdivisions of the State of Colorado.
3. **Authority Premises.** All buildings, offices, recreation facilities or areas, real property, parks, parking lots, places, Authority Vehicles, and equipment that the Authority owns, leases, manages or controls.
4. **Authority Vehicles.** All vehicles or other motorized machinery capable of movement that the Authority owns, leases or controls.
5. **Board.** The Authority's Board of Directors, which is made up of four elected officials from Metropolitan District #1 and #2, and which serves as the Authority's governing body.
6. **Communications Systems.** Authority's computer, telephone, internet and messaging systems, including but not limited to, personal desktop and laptop computers, electronic media, servers, telephones, pagers, facsimiles, cell phones, radios, hand-held electronic devices, electronic storage devices, and the local area network.
7. **Designee.** An employee or other person to whom the Board or the Authority Manager has delegated or assigned a specific duty, responsibility or activity.
8. **Authority Manager.** The Manager, hired by, serving at the pleasure of, and acting under the direction of, the Board.
9. **Electronic Transmissions.** All forms of electronic transmissions, including communications, that are created, stored, received or sent on the Authority's communications systems (whether imbedded in software or otherwise), including but not limited to, e-mail, text messages, pager messages, instant messages, voicemails, access to internet websites, and any other internet or electronic transmissions.

10. **Employee(s).** An individual hired by the Authority on a full-time, part-time, seasonal or temporary basis. The term “employee” does not include directors, independent contractors, or consultants.
11. **Exempt Employee(s).** An employee who is not subject to the FLSA and who is not required to be paid a minimum wage and overtime in accordance with the FLSA or state law.
12. **Family Member.** An employee’s immediate family member including any person related by blood, marriage, civil union, or adoption; a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee with the employee was a minor; or a person for whom the employee is responsible for providing or arranging health- or safety-related care.
13. **Full-Time Employee.** An employee normally scheduled to work at least 40 hours per workweek.
14. **FLSA.** The federal Fair Labor Standards Act, 29 U.S.C. §201 *et seq.*, and the federal regulations interpreting and implementing the FLSA, 29 C.F.R., Part 500, *et seq.*
15. **Illegal Drug(s).** Any substance that is illegal in the United States under any Applicable Law, or any substance defined as a controlled substance in C.R.S. §12-22-303, *et seq.* and the Controlled Substances Act, 21 U.S.C. §801, *et seq.*, and the federal regulations interpreting and implementing the Controlled Substances Act, which is being possessed, sold or used illegally. For purposes of this Handbook, illegal drugs include marijuana.
16. **Immediate Family.** A member's spouse; a member's and spouse's natural, step, foster, or adopted child; a member's natural, step, foster or adopted mother, father, sister or brother; a member's grandparent, grandchild, mother-in-law, father-in-law; and, any relative or other dependent living in the same household as the member.
17. **May.** Optional; not required.
18. **Must.** Mandatory; required.
19. **Non-Exempt Employee(s).** An employee who is subject to the FLSA and who is required to be paid a minimum wage and overtime in accordance with the FLSA and state law.
20. **Posts.** Messages sent through or placed on Social Media websites by users, whether in the form of emails, “status updates”, “wall” messages, tweets, diary entries, instant messages, web log (or “blog”) entries, photographs, videos, *etc.*
21. **Public Health Emergency.** An act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly fatal infectious agent for which an emergency is declared by a federal, state, or local public health agency; a disaster emergency is

declared by the governor; or a highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor.

22. **Rule.** A written or oral Authority rule, policy, guideline practice, or procedure, whether or not physically incorporated into this Handbook.

23. **Social Media.** Websites hosted by individuals or entities on which individuals and entities communicate by posting information, sending emails and/or otherwise sharing data including, but not limited to, all forms of on-line community activities, such as on-line social networks, message boards, conversation pages, photo sharing websites, and chat rooms, Wikis such as Wikipedia and any other site where text can be posted, Facebook, My Space, Friendster, personal blogs (i.e., BlogSpot, CafePress, etc.), Photobucket, Flickr, YouTube, Twitter, Yahoo, Google (including Google Docs, Gmail and other applications). This definition also applies to new forms of communication that may arise the future.

24. **You(r).** The Authority's employees.

25. **Workweek.** A period of 7 consecutive days established by the Board for the purpose of calculating and paying overtime to non-exempt employees in accordance with the FLSA. The Authority's workweek begins on Saturday at midnight and ends on the following Friday at 11:59 p.m.

B. Your Responsibility to Comply with All Rules and Use Good Judgment.

You are responsible for knowing and complying with this Handbook and demonstrating good judgment at all times. If you have a question about a rule, you must ask your supervisor for clarification before taking any action that could violate the rule.

If a rule applies, it must be followed. If there is no rule, you must ask your supervisor how to proceed, if time permits. If time does not permit asking your supervisor, you must use good judgment (*i.e.*, "do what is right and do it the right way."). A rule must not be applied to a situation in a manner that causes another Authority rule or Applicable Law to be ignored or violated.

C. Emergency Suspension of a Rule.

The Board, the Authority Manager, or a Designee may suspend or modify any rule to meet the demands of an emergency.

D. Amendments.

The Board may amend this Handbook anytime in its sole discretion. Regardless whether an amendment is physically incorporated into this Handbook, it is effective immediately upon adoption, unless the Board indicates otherwise.

E. No Contractual Rights - At Will Employment.

This Handbook does not constitute an express or implied employment contract with any employee. Notwithstanding any statement to the contrary in this Handbook, any representations contained in any Authority document (whether in paper or electronic form), or any statements made by any Authority Board member, employee, representative or agent, any employee may be terminated at any time, with or without cause, subject only to the requirements of Applicable Law.

F. The Board's Reservation of Power and Authority.

Nothing in this Handbook shall constitute an irrevocable delegation of any express or implied power or authority of the Board. The Board expressly reserves to itself all express and implied powers or authority vested in it by law. The Board may at any time take any action required or permitted by this Handbook, including but not limited to hiring, terminating, and imposing corrective or disciplinary action against any employee.

G. Code of Ethics.

Ethics is defined as "standards of conduct and moral judgment in dealing with duties and obligations to the community." The following standards are in addition to, and not in derogation of, any standards of conduct or code of ethics imposed by Applicable Law. You must:

1. Demonstrate the highest standards of personal integrity, truthfulness, honesty and fortitude so as to warrant public confidence and trust, and serve in such a way as to not realize undue personal gain from the performance of Authority duties.
2. Exercise whatever discretionary authority you have to promote the public good. Act always to serve the public interest and show responsibility and restraint in the generation and use of power.
3. Manage and protect the Authority's property and assets.
4. Avoid any personal interest or activity that is in conflict with your performance of Authority duties.
5. Serve the public with respect, courtesy, honesty and responsiveness, recognizing that service to the public is beyond service to oneself.
6. Strive for excellence and competence, encouraging the professional development of co-workers.
7. Respect and protect the privileged information to which you have access in the course of performing Authority duties.
8. Accept the responsibility to keep abreast of emerging issues and administer the public's business with professional competence, fairness, impartiality, efficiency and effectiveness.

9. Demonstrate equality to all members of the public in dealing with the Authority business and issues.

H. Safety Policy.

The Authority strives to establish and maintain safe working conditions for its employees. You must exercise good judgment in performing work assignments in a safe manner at all times. If you have a question about the safety of or hazards to employees or the public, you must contact your supervisor immediately. You must report an unsafe practice or condition to your supervisor immediately. If you are injured on the job, no matter how minor, you must immediately report the injury in writing to your direct supervisor and notify the manager on duty.

You are responsible for learning and complying with all applicable safety laws, regulations, rules, practices, policies, directives, or procedures. You must work in a safe manner, use available safety devices and inform your supervisor(s) of any potential hazards. All operators, drivers, and passengers of Authority motorized equipment, Authority Vehicles and personal vehicles used for Authority business must use safety belts as equipped for the particular vehicle. All maintenance personnel must comply with the Authority's safety program and wear required safety gear, including but not limited to safety vests, while on-duty or performing any activity on behalf of the Authority.

I. Severability.

If any part of this Handbook is held by judicial review to be invalid, every other part of this Handbook not specifically held to be invalid shall continue in full force and effect.

SECTION 2

EMPLOYMENT POLICIES

A. Equal Employment Opportunities.

The Authority provides equal employment opportunities to all employees without regard to race (including hair type, hair texture, and protective hair styles), color, religion, creed, national origin, ancestry, gender, sex, gender identity, pregnancy, marital status, lawful work status, military status, veteran status, age, physical or mental disability, sexual preference or orientation, transgender status, genetic information, lawful conduct outside of work, or membership or non-membership in a labor organization, or other status in any other group protected by Applicable Law.

Every effort shall be made to ensure that all employment/volunteerism decisions, programs and personnel actions are administered in conformity with the principle of equal employment/service opportunity. You are responsible for supporting these objectives and implementing this policy. You must assist in promoting a workplace environment free of illegal harassment or discrimination. No employee shall be coerced, intimidated, harassed or retaliated against for reporting a violation of these policies.

B. Harassment and Discrimination Prohibited - Generally.

The Authority expressly prohibits any form of harassment or discrimination of an employee based on race (including hair type, hair texture, and protective hairstyles), color, religion, creed, national origin, ancestry, gender, sex, gender identity, sexual preference or orientation, pregnancy, marital status, lawful work status, military status, veteran status, age, physical or mental disability, sexual preference or orientation, transgender status, genetic information, lawful conduct outside of work, membership or non-membership in a labor organization or status in any other group protected by Applicable Law. You must not engage in unlawful harassment or discrimination while on-duty or engaged in any Authority-related activity, including Authority-related activities occurring off the Authority Premises. Illegal harassment or discrimination that interferes with an employee's ability to perform his/her duties is prohibited. The Authority also prohibits you from harassing or discriminating against any other employee or person while on duty, or while in any manner representing the Authority in any capacity.

C. Sexual Harassment Prohibited.

The Authority prohibits sexual harassment. No one at the Authority, including directors, officers, supervisors, employees, customers, vendors or any other person, may make sexual advances or requests for sexual favors, or engage in any other verbal/physical conduct of a sexual or gender-based nature, or based upon an individual's sexual orientation or transgender status where:

1. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment; or

2. It is obvious or implied that tolerating or submitting to the conduct is a condition of employment, or will be used for the basis of any employment decision, including but not limited to, hiring, firing, performance appraisals, salary, benefits, position, job transfers, promotions, or any other decision affecting any term or condition of employment with the Authority (all such conduct is defined in this policy as "sexual harassment").

An employee shall not be subjected to sexual requests or insulting behavior or language based on gender or sexual orientation. An employee shall not be led to believe any employment opportunity or benefit will in any way depend on his/her cooperation with sexual demands or that he/she must tolerate a sexually offensive environment.

You must conduct yourself in a professional and business-like manner at all times and must refrain from inappropriate sexual conduct that could lead to a claim of sexual harassment. Such conduct includes, but is not limited to:

1. sexually implicit or explicit communications whether in written form (such as cartoons, posters, calendars, magazines, publications, notes, letters, email, words or designs on clothing) or oral form (such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates); and,

2. physical gestures and other non-verbal behavior (such as unwelcome touching, grabbing, fondling, kissing, massaging, brushing up against another's body).

Even "innocent" conduct may constitute sexual harassment. Regardless of your intent, conduct that a reasonable person would find offensive may constitute sexual harassment and is prohibited.

D. No Apparent Authority.

Regardless of title or position, no Authority employee, including but not limited to managers and supervisors, and no Authority director has the authority (express, actual, apparent or implied) to harass or discriminate against an employee or any other person. This policy applies while on the job or during any Authority-related activity.

E. Procedure for Reporting Illegal Harassment or Discrimination.

1. Mandatory Reporting.

You must immediately report any unlawful harassment or discrimination to which you are subjected, which you observe, or of which you are aware. You must report it directly to the Authority Manager or his/her Designee. If the report involves the Authority Manager, you must

report the harassment or discrimination to the Board President. If the report involves the Board President, you must report the harassment or discrimination to another Board member. If the report concerns sexual harassment, you may request that a person of the same gender be provided to receive your report. An employee shall not be subjected to retaliatory action for reporting conduct the employee believes in good faith constitutes illegal harassment or discrimination.

2. Confidentiality.

Information concerning a complaint of illegal harassment or discrimination will be treated as confidentially as possible under the specific circumstances.

3. Investigation.

Once a report of harassment or discrimination is made, the Authority Manager or a Designee will promptly investigate it. If the report involves the Authority Manager, the investigation will be conducted by a Board member committee, an outside human resources consultant, or in such other manner as the Board deems appropriate in its sole discretion. If the report involves a Board member, the investigation will be conducted by an outside human resources consultant or in such other manner as the Board deems appropriate in its sole discretion. The complaining party, the accused, and any witnesses may be interviewed separately to establish the facts of the situation.

4. Resolution.

After the facts have been determined, the complaining party and the accused will be advised of the results of the investigation. If the investigation substantiates the complaint, appropriate action will be taken.

5. No Retaliation.

An employee shall not be harassed, intimidated or subjected to retaliation for reporting illegal harassment or discrimination, or for cooperating with or participating in any investigation of illegal harassment or discrimination. You must report retaliation in the same manner as a complaint of harassment or discrimination.

F. No Sexual Activity on Authority Premises.

Sexual activity on Authority Premises or while performing any Authority duty or activity is prohibited, regardless whether the sexual activity is consensual.

G. Pregnancy and Related Medical Conditions.

The Authority treats pregnant employees the same as all other employees. Disabilities caused or contributed to by pregnancy, childbirth or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed to by other medical

conditions, including consideration of potential reasonable accommodations.

As with any other employee, a pregnant employee will be permitted to work as long as she can perform the essential functions of the job. If a pregnant employee's physician determines she is unable to perform the essential functions of the job, the Authority will treat the employee in the same manner as it treats other temporarily disabled employees, including consideration of any potential reasonable accommodations.

The Authority will provide reasonable unpaid break time or allow an employee to use paid break time, mealtime or both, each day to allow the employee to express breast milk for a nursing child for up to two years after the child's birth. The Authority will make reasonable efforts to provide a room or other location in close proximity to the work area, other than a toilet stall, where an employee may express breast milk in privacy.

Upon request of the pregnant employee following the procedures outlined in Section 2(H)(2) below, the Authority will make all reasonable accommodations for health conditions related to pregnancy or physical recovery from childbirth unless such accommodations would impose an undue burden on the Authority.

H. Non-Discrimination Against and Accommodation of Individuals with Disabilities.

1. Generally.

In accordance with Applicable Law, the Authority will provide reasonable accommodation to a qualified individual with a disability. If you believe you have been discriminated against or that the Authority has failed to provide reasonable accommodation, you must file a complaint in accordance with Section 2(E), above.

2. Procedure to Request Accommodation.

If you believe you are a qualified individual with a disability, you may make a written request for reasonable accommodation to the Authority Manager. The Authority Manager or a Designee will meet with you to discuss and identify the precise limitation(s) resulting from the disability and the potential accommodation the Authority might make to help overcome those limitation(s). The Authority Manager or the Designee (and, if necessary, other Authority representatives identified as having a need to know) will determine the feasibility of the requested accommodation, considering various factors, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the Authority's overall financial resources and organization, and the accommodation's impact on Authority operations, including its impact on other employees to perform their duties and the Authority's ability to conduct its business and fulfill its purpose.

I. Retaliation Prohibited.

An employee shall not be retaliated against as a result of reporting or cooperating in the investigation of an alleged violation of any Authority rule or Applicable Law, including but not limited to the FLSA, Title VII of the Civil Rights Act, the Americans With Disabilities Act

(ADA), Age Discrimination in Employment Act (ADEA), the Pregnancy Anti-Discrimination Act, the Colorado Anti-Discrimination Act, the Colorado Healthy Families and Workplaces Act (HFWA), and the Colorado Public Health Emergency Whistleblower Act (PHEW). If you believe you have been retaliated against, you must file a complaint of retaliation in accordance with the procedures set forth in Section 2(E), above.

J. Personnel and Confidential Records.

A personnel file and a separate confidential file are maintained for each employee. Personnel files and confidential files are kept in a locked, secure place to which only the Authority Manager and other authorized personnel have access for job-related purposes. Unauthorized personnel are prohibited from reviewing the personnel files and confidential files. You may review your personnel file or confidential file in the presence of the Authority Manager or a Designee at a time established by the Authority Manager or the Designee. No material may be removed from a personnel file or the confidential file; provided, however, that authorized personnel may organize and transfer records between the personnel file and the confidential file in the performance of their duties. This rule shall not prohibit the disclosure of information in the employee's personnel file or confidential file when legally required to do so. You may request a copy of your personnel file in writing. The Authority may charge you for the copying costs in accordance with Applicable Law.

You are responsible for immediately notifying the Authority's administrative offices of any change in address, telephone number, work status, marital status, or military status, change of the name or telephone number of the person to be notified in case of emergency, any change in driver's license status, and any change in insurance records. You also are responsible for providing the Authority with records concerning any licenses or certificates required for the performance of your job, and any documents showing that education or training required for the position has been completed.

K. Resignations and Job Separations.

1. Generally.

You may terminate your employment at any time without prior notice to the Authority. In order to avoid disruption of services, the Authority would appreciate non-exempt employees giving at least two weeks' notice, and exempt employees giving at least four weeks' notice, if possible.

2. Return of Authority Property - Failure to Return Reduces Final Paycheck.

You must return all Authority property on or before the last day of work. By a separate written agreement, (see [Appendix B](#)) each employee has agreed that the value of Authority property not returned before his/her last day of work will be deducted from his/her last check. The Authority may take all appropriate action to recover the property (or the value of the property), and all associated costs.

3. **Final Pay.**

Final pay will be processed in accordance with the Authority's normal payroll procedures.

L. Hiring and Promotion.

The Authority hires and promotes individuals based upon their skills, experience, qualifications, attitude and aptitude for the position to be filled, regardless whether they are Authority employees or outside candidates. All qualified employees are potential candidates for hire or promotion to a new or vacant position below the position of Authority Manager. If you are hired or promoted to a position, but are unable to satisfactorily perform the duties of the position, you are not guaranteed an alternative position or continued employment with the Authority.

State law prohibits an Authority Director from also being an Authority employee. Accordingly, you must resign your employment upon being elected to an Authority Director position. In addition, a Director is not eligible to apply for employment with the Authority.

The Board has sole discretion in determining how to fill a vacancy in the Authority Manager position, including whether to promote from within or solicit applicants from within and outside the Authority, and all rules with respect to the promotion or hiring process, in accordance with Applicable Law.

M. Reference Inquiries.

The Authority does not furnish open letters of recommendation or provide letters of reference addressed to "Whom it May Concern." In response to inquiries from prospective employers, the Authority will give only dates of employment and position(s) held. The Authority will not answer any specific questions, nor will it give references, with respect to former employees. If you receive a call inquiring about a former employee, refer it to the Authority Manager.

N. Workplace Anti-Violence Policy.

The Authority's goal is to maintain a workplace free from intimidation, threats and violence. This includes, but is not limited to physically, psychologically or emotionally intimidating or threatening behavior, physical or verbal mistreatment or injury, vandalism, sabotage, use of weapons, open carrying weapons onto the Authority Premises or during any Authority duty or activity, or any other act that in the Authority's opinion is inappropriate in the workplace.

The use of Authority property, including but not limited to the Authority's communications systems, in a physically, psychologically or emotionally threatening, intimidating or violent manner is prohibited. All employees are prohibited from bringing a weapon onto Authority Premises or possessing a weapon while performing any Authority duty or activity, except for the following individuals:

1. Law enforcement officials; and,
2. An individual authorized under Colorado law to carry a concealed weapon in a public place. Under current Colorado law, the Authority cannot prohibit an employee possessing a valid permit from carrying a concealed weapon in the public portions of the Authority Premises; however, as your employer, the Authority can and does prohibit you from carrying or storing a concealed weapon in any non-public portion of the Authority Premises. Further, you are hereby notified that carrying, storage or use of a concealed weapon in the performance of any Authority duty or activity is expressly prohibited and not within the scope of your employment. As such, if you carry, store or use a concealed weapon while performing a Authority duty or activity, you do so without authority and will be individually responsible for such actions. If you intend to store or carry a concealed weapon in a public portion of the Authority Premises, you must provide the Authority Manager or a Designee with a copy of a valid state permit before taking such action.

For purposes of this policy, a "weapon" shall include firearms of any type, whether loaded or unloaded, or any other object or substance designed, or which the possessor intends to use, to inflict psychological or emotional harm, bodily injury or death upon another individual. The term "weapon" includes knives, except knives with a blade less than 3 inches in length that employees routinely carry to assist them in performing their duties, unless a knife is brought onto the Authority Premises with the intent to cause psychological or emotional harm, bodily injury or death.

If you feel you have been subjected to workplace violence, have witnessed workplace violence, or you know an individual who has engaged in workplace violence, you must immediately report it in accordance with the reporting procedure set forth in Section 2(E). If there is an immediate threat to your health/safety or the health/safety any other individual, or to Authority property, you must immediately call 911. The Authority will investigate all reports of workplace violence and take such action as it deems appropriate. Any employee who engages in workplace violence may be subjected to discipline, up to and including immediate termination. The Authority also may report any incident of workplace violence to the appropriate law enforcement agency.

Retaliation against an employee for making or participating in the investigation of a complaint of workplace violence is prohibited.

O. Whistleblower Policy.

The Authority prohibits illegal, fraudulent or dishonest conduct. You must report possible illegal, fraudulent or dishonest conduct pursuant to the procedures set forth in Section 2(E). You must provide sufficient information regarding the alleged illegal, fraudulent or dishonest conduct for the Authority to investigate the matter. The Authority will keep the matter as confidential as reasonably practicable under the circumstances. Retaliation against a member for making or participating in the investigation of a complaint of illegal, fraudulent or dishonest conduct is prohibited.

P. Communications Systems.

1. General.

Data and information, including electronic transmissions, created, stored, received or sent on the Authority's communication systems are Authority property, and are subject to review and inspection at any time. Personal access codes must be kept on file with the Authority Manager or a Designee at all times so the Authority can access any messages left on or transmitted over the communications systems at any time.

Communications systems items, such as laptops, can only be removed from the Authority Premises with prior approval from the Authority Manager or a Designee.

2. Software.

The Authority has numerous licenses to utilize computer software. The license agreements contain restrictions concerning the software use, duplication and federal copyright protection. Each employee using the Authority's communications systems assumes the following responsibilities:

- a. Only software authorized or purchased by the Authority shall be used on an Authority computer.
- b. Do not duplicate or reproduce Authority or vendor software and software manuals.
- c. Authority software must not to be altered in any manner, including but not limited to, decompiling, disassembling, cross-compiling, reverse engineering or drafting derivative works.
- d. Computer software or documentation must not be removed from the Authority Premises without prior approval from the Authority Manager or a Designee.
- e. Upon termination of employment, all computer software and manuals must be returned to the Authority.

Tampering with computer hardware or violating any of the preceding provisions is prohibited and may result in disciplinary action up to and including termination.

3. Access Codes.

The Authority utilizes systems by which employees receive/send messages through e-mail and voice mail. Personal access codes must be kept on file with the Authority Manager or a Designee at all times so the Authority can access any messages left on or transmitted over the communications systems at any time. You are on notice that such messages are not confidential, and the Authority Manager or a Designee may access them at any time.

4. Personal Use of Authority's Communication Systems.

In general, the Authority's communications systems are to be used only for Authority business. The Authority recognizes that the internet, voice mail and e-mail are commonly recognized methods of communication, and that personal use of the Authority's communication systems may be necessary on occasion; however, all personal communications must be kept to a minimum. Abuse of this privilege will be handled by appropriate disciplinary action up to and including termination.

5. Prohibited Use.

You must not use the Authority's communications systems for any inappropriate or illegal activity, including but not limited to, accessing the internet through the Authority's computer system for the purpose of accessing sexually oriented, pornographic, racial or similarly inappropriate websites, or sending, receiving, or otherwise disseminating sexually oriented or racial materials or information.

6. No Expectation of Privacy.

You have no reasonable expectation of privacy in any Authority property, including the Authority's communications systems and all data and information, including electronic transmissions, created, stored, sent or received on the Authority's communications systems. All data and information, including electronic transmissions, created, stored, sent or received on the Authority's communications systems (whether imbedded in software or otherwise) are subject to review and inspection at any time. The Authority has the right to, and may, monitor at any time your use of the Authority's communications systems and your electronic transmissions. Pursuant to C.R.S. §24-72-203, you are advised that all electronic transmissions may be deemed a public record and subject to disclosure under the Colorado Public (Open) Records Act.

Q. Ability to Perform Duties After Illness, Injury or Leave of Absence.

The Authority Manager or a Designee, at his/her discretion, may require an employee who has been on leave as a result of physical or mental illness, injury or otherwise, or who has been absent four or more days within any 30 consecutive day period due to illness, to submit a doctor's statement confirming the illness and/or releasing the employee to return to work. The Authority Manager or a Designee also may require the employee to complete a fitness for duty examination, at the Authority's expense, to determine the employee's ability to perform the essential functions of his/her position.

R. Training and Education.

The Authority supports education and training programs which improve the skills, qualifications, and performance of Authority employees. The Authority will pay the fees and costs of education and training programs that are specifically required by the Authority. In addition, the Authority may, in its discretion, approve payment of all or a portion of the fees and costs of education or training programs requested by employees. The Authority's approval of payment for one

segment, portion, or course that is a component of an education or training program does not obligate the Authority to pay for any additional segment, portion, or course.

It is ordinarily each employee's responsibility to maintain state-mandated certificates or credentials necessary to the employee's job.

Educational leave is available, at the Authority's discretion, to assist employees in developing professional and technical skills related to employment with the Authority. Such leave may be granted to attend professional or technical conferences, training seminars, schools, or programs. Educational leave must be approved in advance by the Authority Manager. Requests for educational leave must be made in writing and must clearly state the dates and purpose of the leave requested.

S. Vacancies.

The Authority considers a position vacant when there is no employee assigned to the position who has the foreseeable ability or apparent intention to perform the duties of the position. The Authority reserves the right to declare a position vacant under other circumstances, for example, the apparent abandonment of a position by an employee, and also reserves the right not to declare a position vacant, in its discretion.

Employees of the Authority are encouraged to apply for vacant positions for which they are qualified. The Authority awards vacant positions to the applicants who are best-suited to meet the needs of the Authority.

T. Promotions.

A promotion is considered the advancement of an employee to a position that carries more responsibility and a higher rate of pay. All regular employees of the Authority are eligible to be considered for promotions for which they apply and are qualified.

The effective date of an employee's promotion establishes a new starting date for any annual salary increases for which the employee may be eligible.

U. Transfers.

An employee may be transferred through promotion, successful application for a vacant position, or at the direction of the Authority.

An employee who is temporarily transferred to a different position for 60 days or less, shall incur no reduction in pay during that temporary transfer. Employees temporarily transferred to higher paying positions will be paid at the higher rate of pay after 60 days. The Authority may approve payment at the higher rate prior to 60 days, in its discretion.

V. Nepotism.

The Authority ordinarily will not employ close relatives under circumstances where:

1. One would directly or indirectly exercise supervisory, appointment, or dismissal authority over the other;
2. One would directly or indirectly have authority over disciplinary action as to the other;
3. One would audit, verify, receive, or be entrusted with money received or handled by the other in the course of employment; or
4. One would have access to the employer's confidential information, including payroll and personnel records.

For purposes of this guideline, a close relative is anyone of equal or greater relationship than a first cousin, which includes anyone descended from the employee's grandparents. In addition, a close relative includes an employee's spouse and anyone descended from that spouse's parents.

When employees of the Authority become related and their working relationship is prohibited by this policy, one employee will be required to transfer to another position, provided a position is available, or to resign. If neither affected employee voluntarily transfers or resigns, the Authority shall terminate or transfer one of the employees, in its discretion.

W. Temporary Employment.

Employees who are hired for positions known to be of limited duration are considered temporary employees. A position is considered to be of limited duration if it is reasonably expected at the time the position is filled that the position will terminate in the foreseeable future, even though the precise termination date may not be known.

Temporary employees are not eligible for Authority benefits available to full-time or part-time employees, except for paid sick leave as discussed below.

Non-exempt temporary employees are entitled to overtime compensation under the FLSA for hours actually worked in excess of 40 hours per workweek.

X. Part-Time Employment.

Any employee who is regularly scheduled to work less than 40 hours per week is considered a part-time employee.

Y. Employee Appraisals.

The Authority strives to provide employees with performance reviews on an annual basis. The

appraisal process is intended to provide employees with information concerning their employment progress and to serve as a means of improving employee performance. The appraisal process is not meant to serve as a substitute for ongoing discussions between supervisors and employees.

SECTION 3

COMPENSATION AND WORK SCHEDULES

A. Adjustments to Compensation.

The Authority Board has sole discretion with respect to the timing, method and criteria for reviewing your compensation, and to what extent, if any, your compensation will be increased or decreased. Typically, the Board evaluates employee compensation as part of its annual budgeting process.

B. Exempt and Non-Exempt FLSA Classifications.

Your FLSA classification as an exempt or non-exempt employee is stated at the top of your job description. If you change positions during your employment as a result of promotion, transfer, or otherwise, the FLSA classification will be stated at the top of the job description for your new position. Any questions regarding your employment classification and exemption status must be directed to the Authority Manager.

C. Work Schedules.

You will work the schedules and hours established by your supervisor or the Authority Manager. The Authority may change work schedules from time to time in its sole discretion to meet its business needs. Normal business hours for the Authority shall be 8:00 a.m. to 5:00 p.m. Monday through Friday. Non-exempt employees are expected to work during these normal business hours. Although the Authority has no legal obligation to do so, if its business needs permit, you will be provided two 10-minute paid breaks and a 60-minute lunch period each day in which you work 6 hours or more. The 60-minute lunch period is unpaid for non-exempt employees, unless the employee is required to remain "on duty" on the premises during the lunch period. All breaks and lunch periods are scheduled by the employee's supervisor. Typically, lunch periods are scheduled between 11:00 a.m. and 1:00 p.m.

D. Recording Work Hours.

1. General Policy.

Non-exempt employees must record time worked on a daily basis on the Authority's time cards. You are responsible for submitting your timecard to your direct supervisor on a weekly basis (due on Monday for the previous Monday through Sunday work hours) for approval and submittal to payroll.

2. **Discrepancies in Time Records.**

If you separately track your time worked through personal electronic, manual, or other means, and you believe there is a discrepancy between your personal records and your official employee time sheet, you must immediately report this information to the Authority Manager. Reports of discrepancies will be promptly investigated. If it is determined that your time sheet incorrectly reflects your time worked, your pay will be promptly adjusted accordingly.

3. **Falsification of Time Records Prohibited.**

Actual hours worked must be recorded accurately by each non-exempt employee, and reported to your supervisor. Supervisors must verify all hours reported. You must not complete the time sheet of any other employee. Falsification of any Authority document or record, including time sheets, is prohibited, and may result in corrective or disciplinary action, up to and including termination.

E. **Normal Pay Procedures.**

1. **Pay Day.**

You will be paid on alternate Fridays in the week following the end of the pay period. Pay periods are two weeks long. If the regular pay day falls on a holiday, you will be paid on the previous day that the Authority office is open for business.

2. **Payroll Deductions.**

The Authority is required by law to make certain deductions from your pay, including deductions for Federal, State, and Medicare, and PERA contributions. Other deductions can only be made at your specific request and agreement. Payroll deductions also may be made from your paycheck pursuant to a separate written agreement with the Authority for the replacement cost of lost, destroyed or unreturned Authority property, court-ordered garnishments, or as otherwise provided in this Handbook.

3. **Exempt Employee Deductions.**

An exempt employee's pay may be subject to deductions for absences from work of one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability, if the deduction is made in accordance with the Authority's policies, as applicable; to offset amounts you receive as jury or witness fees, or for military pay; or for suspensions without pay of one or more full days for violations of a major safety rule, the Authority's anti-discrimination/anti-harassment policies, and/or the Authority's workplace anti-violence policy. You will only be paid a prorated amount of your salary for the initial or last week of employment, if you do not work the entire week.

4. **Payroll Deductions.**

The Authority prohibits improper deductions from the salary of an exempt employee or the

wages of a non-exempt employee. If you believe an improper deduction has been made to your salary or wages, you must immediately report this information to the Authority Manager. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

5. **Direct Deposit.**

Employees shall authorize in writing the direct deposit of their paycheck with a designated financial institution. Upon authorization of direct deposit by any employee, that employee's paycheck shall be deposited with the designated financial institution.

F. **Overtime.**

1. **Working Unscheduled Hours.**

You are expected to work scheduled and unscheduled hours as necessary to meet the Authority's services needs and to maintain the Authority's efficient and effective administration and operation.

The fact that a non-exempt employee is asked or required to work additional hours does not mean such hours are automatically overtime. Whether actual hours worked are overtime is determined by the detailed regulations interpreting and implementing the FLSA. All non-exempt employees are prohibited from working unscheduled hours, unless: a) the Authority Manager or Designee orders or asks you to work the unscheduled hours; or, b) you ask and receive prior approval from the Authority Manager or Designee to work the unscheduled hours.

2. **Non-Exempt Employees.**

In general, a non-exempt employee will be paid overtime at 1½ times his/her regular hourly rate of pay for all hours actually worked in excess of 40 hours in a workweek. Mandatory employee attendance at lectures, meetings, and training is counted as time actually worked for purposes of calculating whether overtime wages are due. Lunch periods, if provided, and any leave of absence are not counted as time actually worked for purposes of calculating overtime. Overtime will be computed on actual minutes worked, rounded to the smallest increment capable of being recorded by the Authority's time-keeping system. Overtime will normally be paid in the pay period in which it is earned. All overtime must be pre-approved by a supervisor. Employees who work unauthorized overtime may be subject to discipline.

3. **Exempt Employees.**

Exempt employees are not required to fill out time sheets and do not receive overtime compensation. Exempt employees are responsible for working the days and hours necessary to satisfactorily perform their duties and responsibilities. While the Authority supports flexible work schedules and locations, all employees are expected to work primarily at the Authority's

premises during normal business hours in order to be readily available to constituents, customers, supervisors, and other employees.

G. Training Time.

Except as outlined below, non-exempt employees are compensated at their normal rate of pay for actual time spent in a mandatory meeting, conference or training. Whether the Authority chooses to pay for the cost of the meeting, conference or training is irrelevant. A meeting, conference or training is mandatory unless the following four criteria are satisfied:

- a) Attendance is outside the employee's regular working hours; **and,**
- b) Attendance is in fact voluntary. Training is involuntary (*i.e.*, mandatory) when either:
 - i) it is required by the Authority; or, ii) the employee understands or is led to believe his/her present working conditions or the continuance of his/her employment would be adversely affected by nonattendance; **and,**
- c) The meeting, conference or training is not directly related to the employee's job. **Note:** Training to prepare an employee for promotion through upgrading his/her skills/certifications, and which is not intended to make the employee more efficient at his/her present job, is not considered directly related to the employee's job even though the training incidentally improves ability to doing his/her current job; **and,**
- d) The employee does not perform any productive work for the Authority while attending the meeting, conference or training.

H. Sick Leave.

All employees, whether classified as full-time, part-time or temporary, accrue sick leave at a rate of 1 hour of sick leave for every 30 hours worked, up to a maximum of 48 hours (6 days) of sick leave per year. Accrual begins upon the commencement of employment and sick leave may be used as it accrues. Employees may carry over up to 48 hours of accrued sick leave to the following calendar year (though no more than 48 hours of paid sick leave may be taken in any calendar year). All accrued but unused sick leave is forfeited upon termination of employment.

Sick leave may be used for any of the following purposes:

- i. A mental or physical illness, injury, or health condition prevents an employee from working;
- ii. A family member an employee needs to care for has a mental or physical illness, injury, or health condition;
- iii. An employee or a family member an employee needs to care for needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition;
- iv. An employee or a family member an employee needs to care for needs to obtain preventative medical care;

- v. An employee or an employee's family member has been the victim of domestic abuse, sexual assault, or harassment and the employee must be absent from work to seek medical attention, obtain services from a victim services organization, obtain mental health or other counseling, seek relocation, or seek legal services; or
- vi. A public official has ordered the closure of an employee's place of business or the school or place of care an employee's child due to a public health emergency.

When used, sick leave is paid at the employee's then-current regular rate. All employees must notify their direct supervisor of the need for sick leave as soon as practicable when the need for sick leave is foreseeable. When an employee uses sick leave for four or more consecutive workdays, the Authority may require reasonable documentation establishing that the sick leave was used for a permitted purpose.

I. Supplemental Sick Leave During a Public Health Emergency.

On the date a public health emergency is declared, each employee's sick leave will be automatically supplemented as necessary to ensure that each employee has 2 weeks of sick leave available. Full time employees will receive up to 80 hours of sick leave. Employees who work less than 40 hours a week will receive up to the greater of the average number of hours the employee works over 2 weeks or the amount of time the employee is scheduled to work over a 2-week period. An employee's accrued and unused sick leave counts toward the 2 weeks of supplemental sick leave.

Supplemental sick leave may be used from the date a public health emergency is declared until 4 weeks after the official termination or suspension of the public health emergency for the following purposes:

- i. An employee needs to self-isolate and care for oneself because the employee is diagnosed with, experiencing symptoms of, or seeking preventative care for a communicable illness that is the cause of the public health emergency;
- ii. An employee is seeking or obtaining a medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of the public health emergency;
- iii. An employee needs to care for a family member who is self-isolating because the family member is diagnosed with, experiencing symptoms of, or seeking preventative care for a communicable illness that is the cause of the public health emergency;
- iv. An employee needs to care for a family member who needs medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of the public health emergency;
- v. With regard to a communicable illness that is the cause of the public health emergency, a local, state, or federal public official or health authority having jurisdiction

over the location of an employee's place of employment or the employer determines that the employee's presence on the job or in the community would jeopardize the health of others because of the employee's exposure to the communicable illness or because the employee is exhibiting symptoms of the communicable illness, regardless of whether the employee has been diagnosed with the communicable illness;

vi. With regard to a communicable illness that is the cause of the public health emergency, an employee needs to care for a family member after a local, state, or federal public official or health authority having jurisdiction over the location of the family member's place of employment or the employer determines that the family member's presence on the job or in the community would jeopardize the health of others because of the family member's exposure to the communicable illness or because the family member is exhibiting symptoms of the communicable illness, regardless of whether the family member has been diagnosed with the communicable illness;

vii. An employee needs to care for a child or other family member when the individual's child care provider is unavailable due to a public health emergency, or if the child's or family member's school or place of care has been closed by a local, state, or federal public official or at the discretion of the school or place of care due to a public health emergency, including if a school or place of care is physically closed but providing instruction remotely; or

viii. An employee is unable to work because the employee has a health condition that may increase susceptibility to or risk of a communicable illness that is the cause of the public health emergency.

SECTION 4

EMPLOYEE CONDUCT

A. Illegal Drugs/Alcohol Free Workplace and Testing Policy.

1. Prohibited Illegal Drug/Alcohol Use and Restricted Prescription Drug Use.

a. While performing any Authority duty or activity, while on the Authority Premises, or while engaged in Authority business or activities off the Authority Premises, you are prohibited from:

i. Buying, selling, soliciting to buy or sell, transporting, dispensing, manufacturing, promoting, possessing, using or being under the influence of illegal drugs;

ii. Buying, selling, soliciting to buy or sell, transporting, dispensing, manufacturing, promoting, possessing, or using illegal drug paraphernalia;

iii. Buying, selling, possessing, using or being under the influence of any amount or type of alcohol (including medications or over-the-counter remedies containing alcohol), except in connection with a Authority authorized event, such as a holiday party.

b. The foregoing illegal drugs/alcohol related conduct also is prohibited during non-working hours to the extent that, in the Authority's opinion, it impairs your ability to perform the essential functions of your job.

c. A prescription drug must only be brought on the Authority Premises by the person for whom it is prescribed. Prescription drugs must be used only in the manner, combination and quantity prescribed. You are prohibited from using or being under the influence of a legal drug whose use can adversely affect your ability to perform the essential functions of your job. If, for medical reasons, you are required to take prescription or over-the-counter drugs that could affect your ability to perform your duties, you must notify your supervisor immediately.

d. Marijuana, whether used for medical or recreational purposes, is a controlled substance and illegal under federal law. Further, no physician has the legal authority to prescribe it for any purpose. Use of marijuana will be treated the same as use of an illegal drug under this policy.

2. Reasonable Suspicion Testing.

You must submit to an illegal drug and/or alcohol test when the Authority has reasonable suspicion to believe you have used illegal drugs or alcohol in violation of the Authority's illegal drug and alcohol policy. Reasonable suspicion exists when your appearance, behavior, speech, odors (of breath) or other physical symptoms indicate illegal drug or alcohol use.

All diagnostic drug screenings and alcohol tests based on reasonable suspicion must have the prior approval of the Authority Manager or a Designee. If you are notified of reasonable suspicion to be tested, you must report immediately to the Authority's designated illegal drugs/alcohol testing and screening service provider. An Authority representative will accompany you to the collection site.

3. Upon Hire

Applicants for hire for all positions may undergo drug and alcohol testing after a conditional offer of hire or promotion by the Authority.

4. Post Accident

Any employee involved in any accident, or whose performance may have contributed to causing an accident involving a Authority Vehicle, or a personal vehicle being used to conduct Authority business, may undergo drug and alcohol testing as soon as possible following the accident.

5. Random/Periodic Drug Testing

Any full-time or part-time employee working in a safety-sensitive position or that drives a Authority vehicle or personal vehicle being used to conduct Authority business, may be subjected to random or unannounced periodic drug testing. This policy does not apply to seasonal employees.

6. Positive Illegal Drug/Alcohol Test; Refusal to Submit to Test.

a. An applicant who, without an acceptable reason, fails to report for, or who refuses to submit to, an illegal drug/alcohol test shall not be hired or appointed.

b. A member who without an acceptable reason fails to report for, or who refuses to submit to, an illegal drug test/alcohol shall be terminated.

c. A member who tests positive on an alcohol test may be subject to corrective or disciplinary action, up to and including termination.

7. Illegal Drugs or Alcohol Related Convictions - Duty to Notify Authority

As a condition of continued employment, you must notify the Authority within 24 hours if you are convicted, or plead guilty or no contest, to a drug or alcohol related charge. If you fail to so notify the Authority, you may be immediately terminated.

B. Authority's Right to Conduct Reasonable Searches.

1. Authority Premises and Authority Property.

You are required, without further notice and upon the Authority's request, to submit to a search of any Authority Vehicle or Authority Premises, such as a desk, locker or other container provided by the Authority. All spaces on the Authority Premises or under the Authority's control remain subject to search even though you use such spaces or consider the space to be private. The Authority's communication systems and all information and data, including electronic transmissions, on the Authority's communications systems, remain Authority property at all times. You have no right to privacy to any information and data, including electronic transmissions, received, sent, generated, or stored on the Authority's communications systems.

Your refusal to submit to a search may result in corrective or disciplinary action, up to and including termination, or may be considered by the Authority as a voluntary resignation. The Authority may contact appropriate law enforcement authorities if it has reasonable suspicion to believe you may have illegal drugs or other illegal items on the Authority Premises.

C. Employees Charged with Illegal Conduct.

Because of the employees' close and daily contact with members of the public, any employee who is charged with criminal conduct must report the charges to the Authority Manager immediately, regardless of whether the conduct giving rise to the charges occurred while you were on the job or engaged in Authority business, or occurred off the job on personal time.

The Authority will not automatically take employment action against an employee based on the fact that the employee has been charged with criminal conduct. Rather, the Authority will consider the nature and seriousness of the offense, the relationship of the offense to the employee's job duties, the amount of time that has elapsed since the offense, and any other factors relevant to an internal investigation the Authority may conduct into the charges to determine whether any employment action is necessary.

D. Duty to Read Posted Items.

You are responsible for keeping apprised of information posted on, or sent through, the Authority's bulletin boards, employee mailboxes, and e-mail network.

E. Voice Mail.

You are responsible for reviewing your voice mail messages in a timely fashion. If you know you are going to be out of the office for a day or more, you must leave a voice message stating when the period during which you will out, and alternative person to contact while you are out.

F. Solicitations.

Solicitations and distribution of literature for any purpose are prohibited on the Authority Premises or while on duty, unless approved in advance by the Authority Manager or a Designee. No employee shall be compelled to contribute money to any political party, club, union or association.

G. Vehicles.

If you operate an Authority Vehicle or your personal vehicle to conduct Authority business, you must obey the following rules:

1. Used Only for Authority Business.

Authority Vehicles must only be used for Authority business, unless pre-approved by the Authority Manager.

2. Valid Driver's License.

A valid Colorado driver's license, unrestricted except for corrected vision or other restriction(s) that can reasonably be accommodated, is a condition of employment and continued employment with the Authority. Notwithstanding the foregoing, as provided by state law, employees who are new residents of the state of Colorado and who possess a valid driver's license from the employee's previous state of residence may obtain a valid Colorado driver's license within 30 days after becoming a resident of the state of Colorado.

On or before January 31st of each year, you must submit a copy of your valid Colorado driver's license to the Authority, and a copy of your driving record from the Colorado Department of Motor Vehicles.

3. Insurance.

You must be listed on the Authority's insurance before driving a Authority Vehicle. You must maintain insurance on any personal vehicle that may be used to conduct Authority business.

4. Accidents.

All accidents involving an Authority Vehicle, or a personal vehicle used to conduct Authority business, no matter how minor, must be reported immediately to the Authority Manager or a Designee. If you are involved in an accident with a Authority Vehicle, or a personal vehicle used to conduct Authority business, or if your conduct may have contributed to the accident, you must submit to an illegal drugs/alcohol test as outlined in Section 4(A)(4) above. If you fail or refuse to submit to a test, you may be subject to discipline, up to and including termination.

5. **Obeying All Traffic Laws – Violations.**

All traffic laws must be strictly observed at all times, including wearing seatbelts at all times, never driving a vehicle at a rate of speed greater than can be maintained with safety, and no texting while driving. All citations for moving violations and any driver's license revocation, confiscation or suspension must be reported immediately, regardless whether the citation occurred while you were on the job or engaged in Authority business, or it occurred off the job on personal time. Failure to comply with this reporting requirement, or being convicted or pleading no contest to a citation, may result in discipline up to and including termination.

6. **No Unauthorized Passengers.**

Only authorized employees shall ride in a Authority Vehicle, or a personal vehicle used to conduct Authority business, unless approved in advance by the Authority Manager or a Designee.

H. **Hair and Dress Code.**

1. **Hair.**

You must keep your hair clean and well-groomed at all times.

2. **Dress.**

Within reason, non-uniformed employees are allowed to use their own discretion with respect to their work attire; however, all work attire must be neat, clean, in good taste, and appropriate to the employee's job duties.

3. **Jewelry.**

Jewelry must not be worn that would interfere with the operation of Authority tools or equipment, or that would jeopardize your safety or the safety of other Authority personnel.

I. **Smoking and Tobacco Use.**

In order to provide customers and employees with a tobacco-free environment, smoking and tobacco use is prohibited in all Authority buildings and within 15 feet of the main entrance into an Authority building. Employees may smoke and use tobacco in outdoor areas beyond 15 feet of the main entrance into an Authority building, except that employees may not smoke or use tobacco in any outdoor area in the presence of a Authority customer or visitor, or in any outdoor area frequented by Authority customers or visitors and where an Authority customer or visitor may reasonably be expected to appear without notice.

Authority employees shall use common courtesy and cleanliness when smoking or using tobacco, including proper disposal of cigarette butts and spit cups/containers.

J. Property.

1. Authority Property.

a. Care and Use of Authority Property.

You are responsible for the reasonable care of all Authority property. Authority property is to be used only for official Authority business, in an appropriate manner, and in accordance with all applicable rules and operating procedures. You must not remove Authority property or the property of any other employee without proper authorization. Any employee stealing Authority property or another employee's property, or who abuses, misuses, damages, or destroys Authority property, shall be subject to discipline, up to and including immediate termination.

You must use Authority equipment, facilities and tools only to perform your duties. You must return equipment or tools furnished to you. Authority equipment, facilities and tools must not be used or loaned for any personal purpose.

b. Lost or Damaged Property.

Loss of or damage to Authority property must be reported immediately to your supervisor. A written report must be made to the Authority Manager by the supervisor within 24 hours. Failure to comply with these reporting requirements may result in corrective or disciplinary action, up to and including termination.

c. Return of Authority Property.

All Authority property, including keys, uniform items and Authority identification materials, must be returned to the Authority on or before the last day of work. Lost or stolen Authority property must be immediately reported to the Authority. Authority property not reported lost or stolen and which you do not return on or before your last day of work, will be considered stolen and reported to appropriate law enforcement agencies.

2. Personal Property.

You are responsible for your personal property while at work. The Authority is not responsible for any loss or damage to vehicles or any other personal property of its employees.

K. Confidentiality and Conflicts of Interest.

You must not disclose to any individual or entity outside the Authority any confidential information or use confidential information for personal benefit. Confidential information includes, without limitation: competitive bid data, personnel information, and information that would be against public interest or the interest of the Authority, its employees, or the citizens it serves. Confidential information does not include public records within the meaning of the Colorado Public (Open) Records Act.

Any employee engaged in outside business, employment, or other activities must not allow such activities to conflict with his/her Authority employment. You are required to meet the same job performance and scheduling expectations regardless of your outside activities. Your outside activities must not conflict with your duties to the Authority, and you must not use confidential information learned through your Authority employment in order to promote competitive outside activities. You must immediately disclose an outside conflict in writing to your supervisor. The Authority Manager, in his/her discretion, shall determine what effect, if any, the conflict of interest will have on your relationship with the Authority. Upon the Authority Manager's order, you must immediately cease the outside activity(ies).

L. Personal Gain Prohibited.

You must not request or accept pay or other reward for services rendered as a Authority employee. You must not accept any gifts or gratuity of \$53.00 or more unless the gift or gratuity is reported to the Authority Manager, who shall determine whether you may retain the gift or gratuity, or whether it should be turned over to the Authority. You must not engage in any activity with any other state or local government official or employee that would violate Amendment 41 to the Colorado Constitution.

The Authority has the right to take appropriate action, including termination, in response to your off-duty conduct that: (1) relates to a *bona fide* occupational requirement or is rationally related to your employment/service activities and responsibilities; or (2) is necessary to avoid a conflict of interest or the appearance of a conflict of interest; or (3) is damaging to the Authority.

M. Attendance and Punctuality.

You must report for duty at the scheduled start time. If you will be absent, you must notify your supervisor at least one hour before your scheduled start time, unless the circumstances do not permit advance notice to the supervisor, in which case you must notify your supervisor as soon as you can. You must state the reason for and probable duration of the absence. Absent satisfactory justification, if you fail to report for duty at the scheduled start time without first notifying your supervisor you will be subject to corrective action or discipline, up to and including termination.

A non-exempt employee who is persistently tardy shall have such time treated as unpaid leave. Further, repeated tardiness or excessive absences may result in corrective or disciplinary action, up to and including termination.

N. Use of Cell Phones and Other Audio/Video Devices.

1. Personal Use of Cell Phones And Other Audio/Video Imaging/Recording Devices for Personal Purposes Prohibited During Work Hours.

Except in emergencies, you are prohibited from using cell phones to make or receive personal calls during work hours or while engaged in any Authority activity. Use of cell phones for personal purposes is limited to approved breaks and meal periods. You are prohibited from

using audio/video imaging and/or recording devices for personal purposes during work hours or while engaged in any Authority activity, including but not limited to camera phones, digital cameras, camcorders, tape/digital recorders or any other form of device capable of recording sound or generating an image. You are prohibited at any time from possessing or using any audio/video imaging and/or recording device of any kind in any locker room, restroom, changing room or any other area on the Authority Premises where an employee, patron or other person would have a reasonable privacy expectation.

2. **Use of Cell Phones to Conduct Authority Business.**

When using a cell phone to conduct Authority business or engage in any activity on behalf of the Authority, you must:

a. Not use the cell phone to send or receive calls, text messaging or other similar forms of manual data entry or transmission while driving any Authority Vehicle, or while driving a personal vehicle in the conduct of Authority business or an activity on behalf of the Authority. If it is necessary for you to use the cell phone while driving the vehicle, you must safely stop, obeying all traffic laws, and use the cell phone. After use of the cell phone is completed, you may resume driving the vehicle. Notwithstanding the foregoing, authorized Authority personnel may use the 2-way radio function on a Authority-issued cell phone while driving as long as the use is limited to a brief exchange of information under circumstances that will not in any manner adversely affect the employee's operation of the vehicle.

b. Be considerate of other people while using the cell phone, including but not limited to:

i. avoid using the cell phone in the presence of other people whenever possible;

ii. keep the call as short as possible;

iii. do not discuss confidential information during the call that could be overheard by another person;

iv. do not speak in a loud voice or otherwise disturb other people; and,

v. use appropriate language.

3. **Use of Audio/Video Imaging and/or Recording Devices to Conduct Authority Business.**

If you are using audio/video imaging and/or recording devices to conduct Authority business or engage in any activity on behalf of the Authority, you must limit such use to the Authority authorized duty or activity, and shall comply with all rules, instructions and orders of your supervisor regarding the use of such devices.

O. Blogging, Social Networking, Letters to the Editor and Other Forms of Public Expressions of Opinion.

Whether you choose to create or participate in a blog, wiki, social media website, online photo sharing website, or other form of online publishing or discussion, send a letter to the editor, or engage in any other form of public expression of personal opinion (collectively, "public expressions of opinion") is your own decision; however, you must be careful not to violate any Authority rule, your duty of loyalty to the Authority or any other Applicable Law. In addition, you are prohibited from:

1. Conducting activities related to public expressions of opinion during work hours or at any time using the Authority's communications systems;
2. Representing any opinion or statement as the policy or view of the Authority, or its Directors, officers and employees;
3. Making disparaging or defamatory comments about the Authority, or its Directors, officers, employees, vendors, customers, or services; or,
4. Criticizing the Authority, or its directors, officers or employees instead of using the dispute resolution procedures contained in this Handbook.

Nothing in this section is intended to restrict or limit in any manner whatsoever your constitutional or common law right to comment upon matters of public concern, to the extent protected by, and consistent with, Applicable Law.

P. Social Media Policy.

Before reading this policy, please read the definitions of "Posts" and "Social Media" contained in the Definitions section of this Handbook. Please ask the Authority Manager if you have any questions regarding these definitions.

The Authority understands you may maintain or contribute to Social Media and/or engage in Posts outside of your paid position with the Authority and may periodically engage in Posts containing information about your Authority position or Authority activities on Social Media. If you engage in such activities, you are required to exercise good judgment, and comply with this Handbook.

The Authority has the right to monitor and review Social Media Posts made by you while on-duty and, from time to time, those made while off-duty by you as it deems as necessary and appropriate for the efficient and effective administration and operation of the Authority. To that end, you have no expectation of privacy while using Authority-owned or Authority-leased equipment, even when you are merely using the equipment to access your personal email account or other Social Media. Pursuant to C.R.S. § 24-72-203, you are advised that Posts, e-mails and text messages to/from you may be deemed public records and subject to disclosure under the Colorado Public (Open) Records Act.

YOUR USE OF AUTHORITY LEASED OR OWNED EQUIPMENT CONSTITUTES YOUR CONSENT FOR THE AUTHORITY TO MONITOR AND INTERCEPT YOUR COMMUNICATIONS WHILE IN TRANSIT, AFTER RECEIPT OR WHILE STORED ON AUTHORITY LEASED OR OWNED EQUIPMENT UNDER TITLE I AND II OF THE ELECTRONIC COMMUNICATIONS PRIVACY ACT OF 1986.

You may not disclose confidential information of the Authority or its employees, or confidential information of third parties who have provided the information to the Authority, including personnel information.

In maintaining or contributing to Social Media or engaging in Posts, you must not use the Authority's name in their identity (*e.g.*, username, "handle" or screen name). You also must not speak as a representative of the Authority, unless expressly authorized by the Authority.

Mutual respect and teamwork are essential to effective and efficient Authority administration and operation. You must be courteous, respectful, and thoughtful about how the Authority and other employees may be affected by Posts. Incomplete, inaccurate, inappropriate, threatening, harassing or poorly worded Posts may be harmful to other employees and volunteers, damage employee relationships, undermine the Authority's efforts to encourage teamwork, violate the Handbook, and harm the Authority, which may result in corrective or disciplinary action up to and including termination.

You bear full responsibility for information contained in your Posts and your Social Media. You must make certain that your Posts are accurate and must correct any inaccurate statements you make. You must not reference other Authority employees or Authority customers without obtaining their express permission to do so. Most Social Media sites require that users, when they sign up, agree to abide by a Terms of Service document. You are responsible for reading, knowing and complying with the Terms of Service of the Social Media sites you use.

Stated simply, your decision to use a different medium does not excuse recklessness in public communication or limit the Authority's ability to regulate your Social Media and Posts as it could any other communication. The Authority supports your rights to engage in discourse about matters of public concern, to discuss the terms and conditions of your employment and supports your First Amendment rights. However, the Authority prohibits actions that violate this policy, any other Authority policy relating to social networking, Posts and Social Media, or any other form of public expression.

Q. Public Health Emergency Whistleblower Policy.

1. General Policy.

The Authority intends to help provide a safe and healthy work environment for its employees and encourages employees to bring any concerns to the Authority's attention. The Authority will not

discriminate, take adverse action, or retaliate against members for engaging in any of the following activities:

- a. Raising (in good faith) any reasonable concern about workplace violations of government health or safety rules, or about an otherwise significant workplace threat to health or safety, related to a public health emergency;
- b. Opposing any practice the employee reasonably believes is unlawful; or
- c. Making a charge, testifying, assisting, or participating in any manner in an investigation, proceeding, or hearing as to any matter the member reasonably believes to be unlawful.

Employees are *not* protected for communications (A) that are knowingly false or are made with reckless disregard for the truth or falsity of the information, or (B) that share individual health information that is otherwise prohibited from disclosure by state or federal law.

2. **Employees' Rights to Use Their Own Personal Protective Equipment ("PPE").**

Employees are allowed to voluntarily wear their own PPE, such as a mask, faceguard, or gloves, if the PPE:

- a. provides more protection than equipment provided at the workplace;
- b. is recommended by a government health agency (federal, state, or local); and
- c. does not render the member incapable of fulfilling their duties.

3. **Procedure for Filing an Internal Complaint.**

An employee who is subjected to, or observes any discrimination, adverse action, or retaliation related to a public health emergency or interference with the voluntary use of PPE which the employee considers to be unlawful, should report such conduct in accordance with Section 2(E) of this Handbook.

SECTION 5

CORRECTIVE ACTIONS

A. Corrective Actions Are Not Discipline.

Corrective actions are not discipline. A corrective action is intended to notify you of conduct that is not in conformance with the Authority's rules or otherwise is inappropriate or deficient, so you can promptly take appropriate action to ensure the conduct does not occur again.

B. Corrective Actions Are Not Progressive.

The Authority does not have a progressive or step-corrective action or discipline policy. The Authority will impose the corrective action it deems appropriate under the specific facts and circumstances. In imposing a corrective action, the Authority may consider any prior corrective or disciplinary action imposed against you. While a corrective action is not a disciplinary action, it can form the basis for a disciplinary action. In accordance with the Authority's policy against progressive discipline, the Authority has no obligation to take corrective action before taking disciplinary action, up to and including termination.

C. Oral and Written Corrective Actions.

1. Oral Corrective Actions.

An oral corrective action may be imposed at any time by any supervisor. An oral corrective action shall be documented by the supervisor issuing the oral corrective action by a written note or memo placed in your personnel file.

2. Written Corrective Actions.

A written corrective action may be imposed at any time by any supervisor. You will be given a copy of the written corrective action. You must meet and discuss the written corrective action with your supervisor and acknowledge in writing that you discussed the written corrective action with your supervisor. The written corrective action and your acknowledgement shall be placed in your personnel file.

3. Corrective Action Requirements.

A supervisor may impose any reasonable duty or condition upon you that is reasonably designed to correct the deficient or inappropriate conduct, including, but not limited to, prohibiting you from engaging in the misconduct again, probation and/or an action plan. Corrective actions may not be appealed to the Authority Manager or Board.

D. Corrective Actions by the Authority Manager.

The Authority Manager may issue a corrective action to any employee at any time, using the procedures for oral and written corrective actions in Section 5(C) above.

E. Board Corrective Actions.

The Board has complete discretion to issue a corrective action to any employee at any time, using such procedures as it deems appropriate.

SECTION 6

DISCIPLINE AND TERMINATION

A. Discipline.

1. Generally.

a. At Will Employment; No Progressive Discipline.

The Authority does not have a progressive or step-discipline policy. All employees are “at will”, and may leave the Authority at any time. The Authority also may terminate an employee at any time, for any or no reason, subject only to the requirements of Applicable Law.

b. Reporting Violations.

You must report a violation of this Handbook or any other Authority rule or Applicable Law, or other alleged employee misconduct to your supervisor or the Authority Manager.

c. When Discipline May Be Imposed.

Discipline may be imposed for violating this Handbook or any other Authority rule, any Applicable Law, or for unsatisfactory or deficient performance of duties. The following is a non-exclusive list of the types of misconduct that may result in discipline:

1. Violation of this Handbook or any other Authority rule.
2. Unsatisfactory performance of one or more of your duties and responsibilities.
3. Direct or indirect insubordination, disrespect for or disobedience to a request, direction or order of a supervisor or the Authority Manager.
4. Unauthorized release of information regarding the Authority, its employees, volunteers or customers.
5. Unauthorized use or removal of Authority property, other employees or volunteers, or customers.
6. Carelessness, negligence, or misuse of Authority property, whether or not resulting in injury to employees, volunteers, or other property.

7. Violation of the Authority's anti-discrimination/harassment or workplace anti-violence policies.
8. Willful destruction of Authority property or the property of others.
9. Falsification of, or material omission from, an employment or appointment application or any other Authority record.
10. Violation of the Authority's illegal drug and alcohol policy.
11. Unexcused absence or tardiness.
12. Leaving Authority Premises without prior permission of your supervisor. For example, if you become ill while on duty, you must notify your supervisor before leaving.
13. Violation of the Authority's smoking and tobacco use policy.
14. Disorderly conduct, including, but not limited to, gambling, verbal abuse, fighting, engaging in any activity that interferes with job performance, or any other employee or volunteer's performance on the job, repeated use of abusive, obscene, indecent or profane language.
15. Lack of courtesy to Authority guests or customers, or other employees or volunteers.
16. Violation of the Authority's Dress Code.
17. Falsification, destruction, or unauthorized use of Authority records, reports, or other data or information belonging to the Authority.
18. Failure to report violations of safety policies and procedures.
19. Failure to use safety gear, clothing, or equipment properly.
20. Violation of the Authority's conflicts of interest and personal gain policies.
21. Unauthorized use of Authority funds and/or credit cards.
22. Failure to use good judgment.

The foregoing is not a comprehensive list of the reasons for which you may be subject to disciplinary action, including but not limited to termination. Again, violation of any provision of this Handbook or any other Authority rule, any Applicable Law, or any verbal or oral instruction of a supervisor, may result in disciplinary action.

2. Discipline Procedure.

a. Notice of Recommended Discipline and Meeting.

Your supervisor will determine the discipline to be recommended based upon the specific facts and circumstances of the case, considering your prior work performance, including, but not limited to any prior corrective actions or discipline. If, based upon all of the facts and circumstances, the supervisor believes discipline is warranted, the supervisor may recommend one or more of the following forms of discipline to the Authority Manager:

- i. Probation;
- ii. Action Plan;
- iii. Suspension;
- iv. Suspension without pay;
- v. Leave Reduction;
- vi. Demotion; or
- vii. Termination.

Exempt Employee Limitations: In order to comply with the FLSA "salary basis" requirements, the following limitations apply to disciplinary actions against FLSA exempt employees:

- i. An FLSA exempt employee can be suspended without pay for more than one workweek (no partial workweeks) for any act or omission forming a basis for discipline under this Handbook, any other Authority rule, or Applicable Law;
- ii. An FLSA exempt employee can be suspended without pay for one day or more (no partial days) for violations of the Authority's anti-discrimination/anti-harassment policies or workplace anti-violence policy.

The supervisor will provide you with a written *Notice of Recommended Discipline* that contains: i) a brief, reasonably specific, written statement of your wrongful conduct; ii) the provision(s) of this Handbook or other Authority rule or Applicable Law violated, or your deficient or unsatisfactory performance of duties; and, iii) to the extent practicable, the time, date, and place where the alleged acts took place, and the names of witnesses.

The *Notice of Recommended Discipline* will state a date and time at which you are required to meet with the supervisor, which meeting will occur within 5 business days of your receipt of the *Notice of Recommended Discipline*. If the supervisor cannot hold the meeting within the 5-day period due to unavailability, the meeting will occur with you as soon as practicable. Before this meeting, you may submit a written response to the *Notice of Recommended Discipline*, in accordance with Section 6(A)(2)(b), below.

The *Notice of Recommended Discipline* may be given to you in person, or mailed to the residential address you have provided to the Authority in accordance with this Handbook.

b. Your Written Response.

You may, but are not required to, submit a written response. If you wish to submit a written response, you must submit it to the supervisor at least 12 hours before you meet with the supervisor to discuss the *Notice of Recommended Discipline*.

c. Supervisor's Recommendations to the Authority Manager.

After meeting with you and considering your written response, if any, the supervisor may submit written recommendations of discipline to the Authority Manager or may withdraw the disciplinary action.

d. Authority Manager's Decision on Recommendations Final.

The Authority Manager will issue a written decision on the supervisor's recommendations within 10 business days of receiving the recommendations, or as soon thereafter as practical. The Authority Manager's decision is the final decision of the Authority for all purposes. Under no circumstances shall you attempt to appeal a disciplinary action directly to the Board. Any attempt to appeal a disciplinary action to the Board may result in your immediate termination.

e. Disciplinary Action by the Authority Manager.

The Authority Manager may, at any time, commence disciplinary action against any employee. The Authority Manager will provide the employee with a *Notice of Possible Discipline* that contains the information set forth in Section 6(A)(2)(a), above. You shall meet with the Authority Manager to discuss the discipline being considered. You may provide a written response as provided in Section 6(A)(2)(b), above. The Authority Manager will issue his/her decision within 10 business days of his/her meeting with you, or as soon thereafter as practicable. The Authority Manager's decision shall be the final decision of the Authority for all purposes. Under no circumstances shall you attempt to appeal the Authority Manager's decision to the Board. An attempt to appeal the Authority Manager's decision to the Board may result in your immediate termination.

B. Termination Due to Job Elimination.

The Board or the Authority Manager may terminate you as a result of the elimination of your position. The Board or the Authority Manager will provide you with a written *Notice of Intent to Eliminate Position*. The Notice will state the reason for eliminating the position and will state a date and time for you to meet with the Board or Authority Manager to discuss elimination of the position. You may provide a written response at least 12 hours before the meeting to discuss elimination of the position. As soon as practicable after the meeting, the Board or Authority Manager, as appropriate, will issue a final decision on elimination of the position.

C. Termination for Reasons Other Than Discipline or Job Elimination.

The Board or Authority Manager, on its/his/her own initiative or on a supervisor's recommendation, may terminate you for other than discipline or job elimination, where the Board or Authority Manager finds your continued employment is not in the best interests of the Authority, its employees and/or the citizens it serves, including your goals and needs are inconsistent with the Authority's goals and needs, you are not integrating into the Authority's work force, operations or administrations, you do not support the Authority Board's governance or the Authority Manager's management style or philosophy, or you have behavioral problems that, while perhaps not rising to a level requiring discipline, are not in the best interests of the Authority, its employees and/or the citizens it serves. In such circumstances the supervisor (if supervisor recommendations are involved) and the Authority Manager will follow the procedures set forth in Sections 6(A), above. The Board will, to the extent practicable, in compliance with the Colorado Sunshine Law, and its ability to schedule regular or special meetings, follow the procedures contained in Section 6(A), above.

SECTION 7

BENEFITS

NOTICE: Except for benefits required by Applicable Law, the Board has the right to modify, add to or eliminate any benefit contained in this Handbook, including this Section 7, at any time subject to compliance with any requirements of Applicable Law.

The following benefits are available to all eligible employees, as indicated. Temporary employees are not eligible for benefits.

A. Leaves of Absence.

1. Bereavement Leave

Full-time employees are eligible for up to 3 days bereavement leave at full pay and may request additional unpaid leave. Part-time employees are eligible for up to 1 day of paid leave to deal with a death of an immediate family member. Immediate family member is defined as the employee's spouse, partner in a civil union, parents, children, siblings, grandparents, grandchildren, and the parents, siblings or children of the employee's spouse or partner in a civil union.

2. Jury Duty and Witness Leave.

a. Jury Duty.

If you are called for jury duty, you will be granted leave with pay, less the amount of jury fees you receive. To qualify for jury duty leave, you must submit a copy of the Summons to Serve to your supervisor as soon as you receive it. In addition, proof of jury duty must be submitted to your supervisor after jury duty is completed. You must return to work immediately when dismissed from jury duty or when the jury is not in session during your usual work hours. The Authority will make no attempt to have your jury service postponed except if necessary to meet the Authority's business needs. Such leave is available to full and part time employees.

b. Witness Leave.

If you are subpoenaed to produce documents, provide deposition testimony or appear in court or arbitration on a Authority-related matter, you will be granted the leave necessary to comply with the subpoena. Actual time worked in preparing for, and providing witness testimony, or producing required documents, while on witness leave on a Authority-related matter will be treated as time actually worked for purposes of calculating FLSA overtime for non-exempt

employees. A non-exempt employee must receive prior approval from the Authority Manager or a Designee before performing such work, and must record all such work on a Authority time card, which shall be reviewed and approved by the Authority Manager or a Designee. Such leave is provided to full and part time employees.

If you are subpoenaed to produce documents, provide deposition testimony or appear in court or arbitration on a non-Authority matter, you will be granted the leave necessary to comply with the subpoena. You will be granted leave without pay; provided, however, that an exempt employee will be paid his/her normal salary in any workweek in which he/she performs any work for the Authority. You must furnish a copy of the subpoena to your supervisor. You must return to work immediately upon being released from a witness subpoena. Such leave is provided to full and part time employees.

3. **Voting Leave.**

The Authority believes voting is an important responsibility we all assume as citizens. Under most circumstances, it is possible for you to vote either before or after work or by mail. If it is necessary, however, for you to arrive late or leave work early in order to vote in an election, you should make arrangements with your supervisor not later than the regularly scheduled workday prior to the Election Day on which you want to vote. The Authority will grant time off to vote in accordance with Applicable Law not to exceed two hours or longer as agreed to.

4. **Administrative Leave.**

The Board, the Authority Manager, or a Designee may place you on administrative leave for misconduct, investigative purposes, or for any other reason it/he/she deems appropriate. Administrative leave shall be with pay, unless circumstances dictate otherwise. While on administrative leave, you must not participate in any non-social Authority duties or activities, unless otherwise directed by the Board, the Authority Manager, or a Designee.

5. **Military Leaves of Absence.**

Leaves of absence for military duty and training will be granted to all employees in accordance with Applicable Law. If you are called to active military duty or to reserve or National Guard training, or if you volunteer for the same, the Authority would appreciate your submitting copies of the military orders to your supervisor as soon as practicable. Your eligibility for reinstatement after military duty or training is determined in accordance with Applicable Law. Your military leave of absence will be with pay for the first 15 days (8 hours per day) in a calendar year. Pursuant to a separate written agreement, the amount of your pay will be offset by the amount of military pay you receive for the same days for which paid leave was provided. The Authority will make payment as follows: the difference between your regular earnings and the military earnings you receive while on duty (military earnings consist of gross pay at the base rate before payroll deductions).

6. Medical and Family Leaves of Absence.

As a public entity, the Authority is a covered employer under the Family Medical Leave Act of 1993 ("FMLA") and must comply with various requirements outlined in the FMLA; however, the Authority need only provide FMLA leave (*i.e.*, 12 weeks of unpaid leave) to "eligible employees", which the FMLA defines as those employees who have: a) completed at least one full year of service with the Authority, b) have worked a minimum of 1,250 hours in the 12-month period preceding the leave to be eligible for such leave; and c) are employed at a worksite with 50 or more employees (not including volunteers) within 75-miles of that worksite. Because the Authority does not employ 50 employees, no employees are eligible for FMLA leave at this time.

Nevertheless, as an additional benefit to its full-time employees, the Authority has voluntarily elected to provide them with medical and family leave under certain circumstances. The fact that some aspects of the Authority's medical and family leave policy may resemble the FMLA does not in any manner make any employee eligible for benefits under the FMLA.

An unpaid medical or family leave of absence of not more than 60 calendar days in a rolling 12-month period may be granted to a full-time employee for his/her serious illness or injury, for a serious health condition arising from the employee's pregnancy, or to bond with a newly born or adopted child or a child newly placed with the employee as part of a licensed foster care program. For a medical or family leave to be granted, the following conditions must be met:

- You must have completed one (1) year of employment with the Authority before the start date of the medical or family leave requested.
- You must notify the Authority as soon as possible of the need for medical or family leave.
- Your direct supervisor must approve the requested leave.
- You must use all accrued leave at the beginning of the leave, with the balance of the leave being unpaid.
- If you are requesting medical leave, you must submit to your supervisor a written statement from the attending physician outlining the reason for the leave and the estimated time needed, and you must submit to your direct supervisor a doctor's return to duty release before you return to work.
- If you are requesting family leave, you must submit to your supervisor a statement outlining the reason for the leave and the date of your expected return. The Authority reserves the right to request confirming documentation of the reason for the leave, such as a birth or adoption certificate or foster care placement record.

There is no guarantee that you will be reinstated to your former position, or to any other position, at the end of your medical or family leave.

Accrued leave will not accrue and funeral pay and jury duty pay will not be granted during the leave. If you fail to return to work at the expiration of the medical or family leave, you will be terminated.

B. Workers' Compensation Insurance.

The Authority provides Workers' Compensation Insurance to all employees. If you are injured, infected or become ill while performing work for, or activities on behalf of, the Authority, you must report, in writing, the injury or illness to your supervisor within 24 hours. Failure to follow this procedure may jeopardize your right to workers' compensation benefits. Questions regarding workers' compensation insurance claims should be directed to the Authority Manager.

The Authority has prepared the statutorily required list of treating physicians who are the Authority's designated providers and will provide this list to an employee who is injured at work, and to any other employee upon request. The Authority will provide the list within 7 business days of when the Authority has notice of the injury. If an emergency prevents the Authority from providing this list to an injured employee within that time, the list will be provided as soon as the emergency ceases.

C. Volunteer Leave.

Employees called into service by a qualified volunteer organization certified by the State of Colorado are entitled to a leave of absence without loss of benefits or status while the employee is volunteering for such organization. Such paid leave shall not exceed a total of fifteen (15) days in any calendar year and shall be allowed only if the required volunteer service is satisfactorily performed, which shall be presumed unless the contrary is established. Leave pursuant to this guideline shall only be allowed if the employee returns to his/her position the next scheduled work day after being relieved from emergency volunteer service, except for cases in which the employee is unable to return to work due to injury or circumstances beyond the employee's control and the employee notifies the Authority as soon as practicable, but prior to the next scheduled work day.

D. Unpaid Leave.

Under circumstances where an employee is not eligible for paid leave, he or she may be granted unpaid leave on such terms and conditions as may be permitted by the Authority in its discretion. Unpaid leave shall not be granted for more than six (6) months, but may be renewed by the Authority upon its expiration.

Employees on unpaid leave are eligible to receive group insurance benefits upon their timely payment of appropriate premiums.

Failure of an employee to return upon expiration of unpaid leave may result in termination of employment.

E. Expenses.

The Authority reimburses employees for expenses reasonably incurred in the course of Authority business, provided such expenses have been authorized in advance or are determined by the Authority, in its discretion, to have been necessarily incurred under circumstances where

advance approval was not reasonably possible. Employees seeking reimbursement for expenses will be required to document those expenses.

The Authority shall reimburse employees for use of their personal vehicles on Authority business at the rate established by the Internal Revenue Service upon approval by the Authority Manager or their designate.

F. Benefit Provisions Subject to Applicable Law.

All of the benefit provisions contained in this Handbook are subject to all Applicable Law, including but not limited to the Family and Medical Leave Act ("FMLA"), and the Fair Labor and Standards Act ("FLSA"), and the state counterparts to such laws, so that to the extent any provision herein is deemed to be inconsistent with the FMLA, FLSA, or any other Applicable Law, the Applicable Law shall control.

SECTION 8

DISPUTE RESOLUTION

A. Scope.

This Section 8 does not apply to: 1) any aspect of any corrective or disciplinary action; 2) employee performance evaluations, reviews or appraisals; 3) decisions regarding compensation, hiring or promotion; or 4) any action you believe constitutes illegal discrimination, harassment, work place violence or retaliation. Such matters should be addressed in accordance with the procedures, if available, contained in other portions of this Handbook.

B. Informal Problem Resolution.

You must first discuss your concerns with your supervisor(s) before the problem becomes too difficult to handle informally, and to take your concerns through the management chain. When informal means of dispute resolution are not successful, you may use the procedures contained in Section 8(C), below.

C. Dispute Resolution Procedures.

You may submit a written dispute to the Authority Manager or the Board in accordance with the following procedures:

1. You must submit your written dispute within ten (10) business days after the issue arises that is the subject matter of the dispute.
2. The written dispute must, at a minimum, state the following:
 - a. The date of the disputed action or interpretation, and the date of submittal of the written dispute;
 - b. Your name of and the best way to reach you to discuss the dispute (i.e. cell phone number, e-mail, home phone number);
 - c. A description of the dispute; how, when and where it arose; the parties involved; and its present status, including a description of the steps you took to resolve the dispute on an informal basis, if any;
 - d. All documents or other materials supporting your position; and,

e. The relief sought or a proposal for resolution of the dispute.

3. You must submit the written dispute in a sealed envelope. If the dispute is being submitted to the Authority Manager, the sealed envelope should be marked "Confidential Dispute Resolution for the Authority Manager." If the dispute is being submitted to the Board, the sealed envelope should be marked "Confidential Dispute Resolution for the Board of Directors." The sealed envelope must be delivered to the Front Desk located in the Authority's Administrative Offices.

4. If the dispute is submitted to the Authority Manager, the Authority Manager may make such investigation as he/she deems appropriate under the circumstances, including speaking with you and other employees, supervisors or third parties who may have information relevant to the dispute. Within 15 business days of receipt of the written dispute, or as soon thereafter as is practical, the Authority Manager will issue a written decision. The Authority Manager's decision is the final decision on the dispute, and you must not attempt to appeal it to the Board. The Authority Manager may reject any written dispute that does not contain all of the required information, with an explanation of why it is incomplete.

5. If the dispute is submitted to the Board, the Board (or a Board subcommittee, representative or designee appointed by the Board in its sole discretion) may make such investigation as it deems appropriate under the circumstances, including speaking with you and other employees, supervisors or third parties who may have information relevant to the dispute. The Board may reject any written dispute that does not contain all of the required information, with an explanation of why it is incomplete. Within 15 business days of receipt of the written dispute, or as soon thereafter as is practical, the Board, or its designee, will issue a written decision. The Board's decision is the final decision on the dispute, and you must not attempt to appeal it to the Board.

SECTION 9

EMPLOYEE ACKNOWLEDGMENT

In addition to reading and understanding this Employee Handbook, you are required to acknowledge in writing that you have read and understand this Employee Handbook by signing the form attached as Appendix A and submitting it to the Authority Manager.

Appendix A

EMPLOYEE ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge and state that I have been provided with a copy of, and have read and understand, the January 1, 2022 Employee Handbook of the Beebe Draw Farms Authority ("Authority"), and that this Employee Handbook and any subsequent amendments supersede all prior policies, procedures and benefits of the Authority dealing with similar subject matter.

I understand the Authority's Board of Directors has the right to change the policies, procedures and benefits of the Authority at any time without notice, subject only to the requirements of applicable federal or state law.

I further understand the Employee Handbook applies to all Authority employees. I understand that the Employee Handbook does not constitute an express or implied contract of employment or any part thereof. Notwithstanding any statement to the contrary in this Employee Handbook, any representations contained in any employment application or any other Authority documents, or any statements made by any Authority director, officer, employee, representative or agent, I understand Authority employees are employed on an "at will basis". As a result, I understand that I may terminate my employment with the Authority without notice at any time for any or no reason. Similarly, the Authority may terminate my employment at any time for any or no reason, and with or without prior notice, subject only to the requirements of applicable federal or state law.

Printed Name

Signature

Date

Appendix B

AGREEMENT FOR AUTHORIZED PAYROLL DEDUCTIONS

_____ ("Employee") expressly agrees that the Beebe Draw Farms Authority ("Authority") may reduce the Employee's wages or compensation for loans, advances, goods or services, and equipment or property the Authority provides the Employee during the course of his/her employment by the Authority.

Without relieving the Employee from his/her obligation to return Authority money or property to the Authority upon separation from employment, Employee acknowledges that the Authority may set off against Employee's final paycheck the amount or value of the property he/she failed to return. Nothing in this agreement authorizes a deduction below minimum wage.

This Agreement is not intended to be an employment contract and does not alter the Employee's at-will employment status.

Beebe Draw Farms Authority

Employee

By: _____

Date

Date

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
BEEBE DRAW FARMS AUTHORITY
HELD
MARCH 14, 2022**

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 14th day of March 2022, at 2:00 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; CliftonLarsonAllen LLP
Alan Pogue, Esq. and Anna Wool, Esq.; Icenogle Seaver Pogue, P.C.
Michelle Ferguson, Esq.; Ireland Stapleton

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.

PUBLIC
COMMENT

None.

LEGAL MATTERS

Executive Session Pursuant to Section 24-6-402(4)(b), C.R.S., to receive legal advice on specific legal questions related to Authority communications: Upon a motion duly made by Director Hethcock, seconded by President Knopinski and, upon vote, unanimously carried, the Board opened to Executive Session at 2:07 p.m. Upon a motion duly made by Director Hethcock, seconded by President Knopinski and, upon vote, unanimously carried, the Board adjourned out of Executive Session at 2:46 p.m.

Upon a motion duly made by President Knopinski, seconded by Director Welch and, upon voting yes by President Knopinski, Director Hethcock and Director Welch, with Director Wernsman abstaining, the Board took the following action:

1. To confirm the email address of beebedraw@gmail.com will only be used by Authority officials. No use by any other party is allowed.
2. The use of the Sales and Information Center shall be used by REI as stipulated in the lease agreement. Any use of the facility, by anyone including REI, other than what is included in the lease agreement, will be subject to the Authority's Fee Resolution and Facility Use Agreement.
3. To confirm that Tina Wernsman is no longer an employee or volunteer for the Authority and has not been for some time.

President Knopinski commented that the Authority will continue to work in concert with REI, Beebe Draw Farms Metropolitan District No. 1 and Beebe Draw Farms Metropolitan District No. 2 and the POA to ensure that information included in the new owner welcome packets that are currently being provided accurately describes the roles and responsibilities of the Authority and the Districts.

The Board authorized Ms. Johnson to work with Legal Counsel to prepare a response to the letter received on February 20, 2022 from Ms. Clark.

ADJOURNMENT

There being no further business to come before the Board at this time, President Knopinski adjourned the meeting at 2:58 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

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

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 9th day of March 2022, at 6:00 P.M. This meeting was held via Microsoft TEAMS and at the Pelican Lake Ranch Community Info and Sales Center, 16502 Beebe Draw Farms Parkway, Platteville, CO 80641. 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; CliftonLarsonAllen LLP
Anna Wool; Icenogle Seaver Pogue, P.C.

William Caldwell & Todd Sundeen; Beebe Draw Farms Metropolitan District No.1 Board Members

Tina Wernsman, Crystal Clark, Ed & Mary Jo Farrell, Brenda Lewis, Dave Miller, Melanie Briggs, Patrick Powers, Steven Street, Steve Bell, Scott Yakel, Ethan Peer, Kelly Dietman, Kambria TeWinkle, Tina Wernsman, Ed Herman, Judy Tunis, Sharon Dillon, Carol Satersmoen, John & Kim Coleman, and Kurt Thomas; other 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 amended. Ms. Johnson noted meeting notices were posted as required.

Status of May Elections for Beebe Draw Farms Metropolitan District No. 1 and No. 2: Ms. Johnson provided an update on the May elections for Beebe Draw Farms Metropolitan District No. 1 and No. 2.

FIRST READING:

1. None.

SECOND READING:

1. **Consider Approval of Proposal from Employer's Council for HR Services:** Ms. Johnson presented the proposal and analysis with the Board. Following review and discussion, upon a motion duly made by Director Wernsman, seconded by President Knopinski and, upon vote, unanimously carried, the Board approved the proposal for a Core Membership from Employer's Council for HR Services as presented.

EMERGENCY READING: None.

CONSENT AGENDA

The Board considered the following items and actions:

- Minutes of the January 12, 2022 Regular Meeting.
- Ratify payment of claims through the period ending February 28, 2022 as follows: \$94,348.41
- Unaudited Financial Statements for the period ending December 31, 2021 and January 31, 2022.

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 with the exception of the December 31, 2021 Unaudited Financial Statements which were deferred to the next meeting.

Public Comment: Mr. Caldwell addressed the Board with the following questions/comments:

1. He asked about which fund pays for landscape maintenance. Director Hethcock responded that the General Fund/Operations and Maintenance pays for landscape maintenance needs.
2. He inquired why the utility costs are high in 2021. Ms. Johnson replied that she will research and get back to him.
3. He asked about the claims list and what services were provided related to the payments to various contractors including Acklam Inc. and Icenogle Seaver Pogue. Director Wernsman and Ms. Johnson responded.
4. He inquired the total cost of the bridge. Ms. Johnson will obtain that information from the accountant and provide to Mr. Caldwell.
5. He asked President Knopinski to summarize the responsibilities of Districts and the Authority for the benefit of new homeowners attending the meeting. President Knopinski and Director Hethcock responded.

Scott Yakel addressed the Board regarding concerns about speeding vehicles along Beebe Draw Farms Parkway. He suggested installing speed tables in the road and explained the difference between those and speed bumps/humps. Director Wernsman will look into this.

Steven Street addressed the Board and commented that Crystal Clark was the most responsible pool manager he has experienced over the years he has lived in the community. He also agreed that there is a need to mitigate speeding issues along Beebe Draw Farms Parkway.

Crystal Clark addressed the Board regarding the annual tree planting event scheduled for May 14th and asked if the Authority staff could attend the event to operate the UTV to assist with the project. Director Wernsman mentioned that Ken Rose volunteered to help with this project. Ms. Clark then commented on the recent financial statements. She reported that she has identified discrepancies and has contacted Simmons & Wheeler regarding this but has not received a response. Ms. Johnson suggested a call with Ms. Wheeler, Director Hethcock, Ms. Clark and herself to address the concern. The Board agreed and directed Ms. Johnson to schedule the call. She then asked who the person was that withdrew from the District No. 1 election. Ms. Johnson responded it was Brenda Lewis. Ms. Clark then thanked Ms. Lewis for withdrawing to allow the election to be canceled and the District to save money.

Todd Sundeen addressed the Board regarding the status of the sidewalk along Beebe Draw Farms Parkway. Ms. Johnson mentioned this will be discussed later in the meeting. He then asked if maintenance staff can identify and replace missing posts along the equestrian trail. Director Wernsman responded that there are challenges doing this, but will work with the maintenance team to see

if this can be accomplished.

Brenda Lewis thanked Crystal Clark for the gratitude she shared earlier in the meeting regarding her withdrawal from the District No. 1 election to save the costs of an election.

Ken Lewis and others commented on their concerns with the estimated cost of \$15,000 to \$20,000 to hold the District No. 1 election. Ms. Johnson explained the services required to run an election.

FINANCIAL MATTERS

Approval of Master Services Agreement and Statements of Work from CLA for Accounting Services: Ms. Johnson reviewed the accounting services statement of work with the Board. She noted that the Master Services Agreement that was included in the Board packet also included the Statement of Work for Management Services as well. Following review, upon a motion duly made by Director Hethcock, seconded by President Knopinski and, upon vote, with Director Welch abstaining, the Board approved the CLA Master Services Agreement and Statements of Work for Management and Accounting Services, subject to approval by Districts Nos. 1 and 2 of this proposal.

FIRST READING: None.

SECOND READING: None.

EMERGENCY READING: None.

OPERATIONS AND MAINTENANCE

Fiber Optics Discussion: Mr. Farrell presented the information he has gathered related to offering fiber optics to the community in the future. Director Wernsman will work with Mr. Farrell to provide the information needed to submit an application to the vendor.

Discuss Maintenance and Pool Manager Positions for 2022: The Board discussed the need for a seasonal maintenance staff and a pool manager and directed staff to advertise for the maintenance seasonal position and pool manager.

FIRST READING:

1. **Discuss revisions to fees related to use of amenities:** Ms. Johnson presented the proposed fees for use of the amenities for 2022. The Board discussed the proposed fees and will consider approval at the next meeting in May.

SECOND READING: None.

EMERGENCY READING: None.

**CAPITAL
AMENITIES**

FIRST READING:

1. **Trail Along Beebe Draw Farms Parkway:** Director Wernsman presented the following information: Bid for asphalt pavement bid at \$100,000; bid for crusher fines trail at \$91,000; and bid for concrete at \$315,000. He noted that none of the bids include design or engineer costs estimated at \$20,000.

The Board and community members discussed the information presented. Mr. Powers and Mr. Caldwell volunteered to establish a committee to investigate further adding this trail along the Parkway.

SECOND READING: None.

EMERGENCY READING: None.

**INFRASTRUCTURE
MATTERS**

Filing No. 2: None.

FIRST READING: None.

SECOND READING: None.

EMERGENCY READING: None.

LEGAL MATTERS

Executive Session Pursuant to Section 24-6-402(4)(b), C.R.S., to receive a legal advice from special counsel and general counsel related to contractual disputes with the Farmers Reservoir and Irrigation Company: Not needed.

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 8:24 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

Beebe Draw Farms Authority
Claims for 5/11/22 Board Meeting

Process Date	Invoice #	Due Date	Vendor Name	Amount (USD)
2/3/2022	5835	10/30/2021	Aquatics Associates, Inc.	\$ 5,907.28
1/19/2022	3093092	12/10/2021	CliftonLarsonAllen	5,395.43
4/20/2022	3173149	3/7/2022	CliftonLarsonAllen	3,929.10
4/8/2022	3144958	2/10/2022	CliftonLarsonAllen	6,169.28
4/29/2022	3219339	4/11/2022	CliftonLarsonAllen	8,427.30
4/7/2022	25270	3/30/2022	Diversified Underground, Inc	5.00
4/20/2022	8728	2/25/2022	Diversified Underground, Inc	5.00
4/20/2022	25151	3/2/2022	Diversified Underground, Inc	5.00
4/20/2022	25416	4/30/2022	Diversified Underground, Inc	10.00
4/20/2022	12682	11/2/2021	Greeley Lock & Key	62.98
4/8/2022	21270	2/28/2022	Icenogle Seaver Pogue, PC	2,302.50
4/29/2022	21468	3/31/2022	Icenogle Seaver Pogue, PC	5,774.00
4/29/2022	137429	4/13/2022	Ireland Stapleton	1,099.00
4/20/2022	136714	3/8/2022	Ireland Stapleton	715.00
4/20/2022	101	8/11/2021	Josh Freeman	100.00
4/20/2022	18453018	1/12/2022	Maidpro	94.00
4/20/2022	02 28 2022	2/28/2022	Norton & Smith, P.C	1,447.87
2/22/2022	30263	9/9/2021	Peak One Pool & Spa, LLC	541.56
4/20/2022	2077069	3/9/2022	Polsinelli PC	1,209.00
4/29/2022	32658	2/28/2022	Simmons & Wheeler, P.C.	853.42
			Simmons & Wheeler, P.C. - Insurance	
4/29/2022	32658	2/28/2022	Premium paid	21,472.00
1/19/2022	221090116	9/30/2021	UNCC	1.32
1/19/2022	221110114	11/30/2021	UNCC	1.32
4/20/2022	222030107	3/31/2022	UNCC	2.60
4/20/2022	114-12972430	3/29/2022	United Site Services	75.22
			Total	\$ 65,605.18

COAN, PAYTON & PAYNE, LLC
A LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW

BILLING AND FEE ARRANGEMENT

Understanding. We are pleased to have the opportunity to serve you. Our aim is to provide the highest quality and most efficient legal services possible. Experience has shown that our relationship will be stronger if we start it with a mutual understanding about fees and their payment. Unless our engagement letter alters the arrangement, we will assume that these terms are acceptable to you and that they will also apply to future matters on which we can be of service to you.

Fees. Our fees will be based primarily on the amount of time spent by lawyers and paralegals, and in some instances by law and document clerks, subject to certain adjustments. Each lawyer and paralegal in our firm has an hourly billing rate, and the rate times the number of hours spent on a project is the initial basis for determining our fee. We may, however, adjust the charge downward or upward based on other factors such as the novelty or complexity of the issues and problems encountered, the extent of the responsibility involved, the results achieved, the efficiency of our work, the customary fees for similar legal services, and other factors that will enable us to arrive at a fair fee.

The lead attorney primarily responsible for your matter will be: **William Garcia** at an hourly rate of \$325.00. You may also work with other lawyers and paralegals within our firm from time to time. The hourly charges for the additional personnel that are anticipated to be involved in your matter are as follows: **Jorie Klinger, Paralegal** at an hourly rate of **\$125.00**. As discussed below, additional attorneys or paralegals may also be asked to assist with your matter as appropriate. Our rates are subject to change upon 30 days written notice.

Work Assignments. The lawyer you deal with primarily may assign parts of your work to other lawyers or other personnel in the office under his or her supervision, and may use other firm lawyers where specialized help is needed. The supervising or lead lawyer will continue to be responsible to you for the entire assignment, however, and will be available to discuss the use of other personnel with you. It is our practice to assign tasks among lawyers, paralegals, law clerks, and document clerks in such a way as to produce the highest quality of work at reasonable expense to you. Please note that all attorney work product shall belong to the firm.

Time Keeping. We keep records of all time spent on your matter. Services for which time shall be recorded include, but are not limited to, the following: conferences with our clients, witnesses and others; legal research; fact investigation; correspondence; preparation of legal documents; reading and analyzing written materials; preparation for and attendance at meetings, closings, court appearances and other events convenient to our work on your matter; telephone conferences with clients and others.

Retainer. You are required to make an initial deposit with our firm in the amount of **\$2,500.00** which deposit will be held in our trust account used as an advance against fees and expenses incurred on your behalf (the "Retainer"). The Retainer balance must be maintained at the level of **\$2,500.00**, and our monthly statements will reflect the balance necessary to maintain that amount. Of course, at the conclusion of our work for you, any balance in the trust account will be promptly refunded to you. The Retainer is not intended as an estimate of total fees and costs associated with our work for you; total fees and costs will likely exceed the initial amount of the Retainer.

Disbursements On Your Account. Statements will normally be rendered monthly for work done in the previous month, covering and identifying services rendered as well as disbursements and other

Billing and Fee Arrangement
Page 2 of 2

charges. These disbursements and charges include items incurred and paid for by us on your behalf such as long distance telephone charges, special postage, delivery charges, telecopy charges, travel, photocopying, and use of other service providers such as printers or experts, if needed. In litigated matters, we include payments we must make for process servers, court reporters, witness fees, and so on. We also make separate charges for the use of "LexisNexis," which is a computerized legal research system that, in our experience, significantly reduces lawyer research time. Depending on the nature and amount of an expense that will be incurred, we may require that you pay that expense directly to the vendor or service provider or, alternatively, prepay the expense to us.

Payment. Payment from you will be due upon receipt of our monthly statement. If we do not receive comment about the statement within 21 days of the statement date, we will assume that you have seen the bill and find it acceptable. Any prior balance due on a statement will be subject to a late charge of 18% per year on the unpaid balance commencing from the date of the original statement and continuing until paid. Payment should be made in U.S. dollars, in checks or drafts payable to "Coan, Payton & Payne, LLC." For your convenience, payment also may be made by credit card, either by calling our office at (970) 225-6700 or by visiting our website, www.cp2law.com/pay-bill/. When paying a retainer on our website, enter the word "**Retainer**" in the blank asking for the invoice number and insert your name in the description section. If any of our statements are not timely paid, we may, consistent with our ethical obligations and judicial requirements, cease performing services and incurring charges for you until arrangements satisfactory to us have been made for payment of arrearages and prospective future fees.

Delinquent Accounts. Occasionally, an account becomes delinquent. Should this occur, the firm has collection procedures that it will follow to ensure the account is paid promptly. In the event that we initiate litigation to collect a delinquent account, you agree to pay our costs of collection, including reasonable attorneys' fees. In fairness to most of the firm's clients, who timely pay their bills each month, these collection procedures and our late payment charge have been established so that the minority of clients whose accounts may become delinquent will bear the firm's cost of such delinquent accounts.

Questions. If you have questions about any aspect of our arrangements or our statements from time to time, feel entirely free to raise those questions. It is important that we proceed on a mutually clear and satisfactory basis in our work for you. We are open to discussion of all of these matters, including the amount of our statements, and we encourage you to be frank about them.

The undersigned acknowledges that he has read the foregoing Billing and Fee Arrangement and agrees to be bound by the terms and conditions set forth therein.

Client: Beebe Draw Farms Authority

DocuSigned by:

Christine Hethcock

Date: 4/4/2022

By: _____

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Christine Hethcock
Title: Vice President



COAN, PAYTON & PAYNE, LLC

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William F. Garcia, Esq.
1711 61st Avenue, Unit 100
Greeley, CO 80634
970-339-3500
wgarcia@cp2law.com
www.cp2law.com

March 28, 2022

Beebe Draw Farms Authority
Christine Hethcock
PO Box 156
Red Feather Lakes, Colorado 80545
Hethcock16@gmail.com

Re: Engagement of Coan, Payton & Payne, LLC

Dear Christine:

This letter is to welcome you as a client of Coan, Payton & Payne, LLC, and to confirm our discussions regarding your engagement of this firm.

First, we wish to express our enthusiasm about the opportunity to serve you and confirm our desire to provide you with the highest quality and most efficient legal services. Ultimately, your satisfaction with our services is the key to a successful professional relationship. This should begin with a mutual understanding of expectations regarding services to be performed, and this requires full and candid communications between us. Please let me know promptly if you have any questions regarding any aspect of the matters our firm is handling for you.

In general, you have asked us to assist with and represent your interests at Change of Zone hearings before Weld Co. Planning Commission and Board of County Commissioners.

The fee arrangement is another topic we need to clearly address as we begin our work for you. Our fee arrangement is set out in the enclosed Billing and Fee Arrangement. Please let us know promptly if you have any questions regarding any aspect of the fee arrangement. Also, please note that there is a required \$2,500.00 retainer deposit explained in more detail in the Billing and Fee Arrangement under the heading of Retainer.

One of the most important considerations that we must have in accepting an engagement is whether it will put us in conflict with any existing client interests. If such a conflict is discovered after we have commenced work, we may be disqualified from continuing our representation in your matter. It is, therefore, very important that you reconsider all of the interests that are involved to be certain that you have advised us fully. If, in our judgment, we determine that a conflict of interest does exist, we will notify all affected clients and will proceed in a manner consistent with the ethical standards contained in the Colorado Rules of Professional Conduct.

It is our policy to produce original documents to our clients as soon as practicable, unless we require a document for continuing representation or the document is specifically entrusted to us for safekeeping. Upon request, we will produce your file to you or your designee once a matter is

Engagement Letter

March 28, 2022

Page 2 of 2

concluded and you have paid all of our fees and costs. We may retain copies of all or any portion of your file duplicated at our expense. If you do not request your file, we will keep the file information and documents for a minimum of one (1) year, after which, at our sole discretion, we may destroy or otherwise dispose of your file, including all documents therein except for original documents specifically entrusted to us for continued retention as part of our services.

A full and candid communication about all aspects of our work for you is essential. If at any time you have questions, please contact us immediately.

Please review the above letter and enclosed Billing and Fee Arrangement carefully and, if they meet with your approval, sign one copy of the Arrangement and this letter and return them to this office as soon as possible.

Thank you for the opportunity to work with you on this project.

Sincerely,
Coan, Payton & Payne, LLC

s/ William F. Garcia

William F. Garcia
Enclosure

Agreed and accepted this 4th day of April 2022.

DocuSigned by:

Christine Hethcock

7522F8E583124DA...

Christine Hethcock

Title: Vice President

**BEEBE DRAW FARMS AUTHORITY
2022 POOL MAINTENANCE SERVICES AGREEMENT**

This **2022 POOL MAINTENANCE SERVICES AGREEMENT** ("Contract") is entered into effective as of April 22nd, 2022, by and between **BEEBE DRAW FARMS AUTHORITY**, an authority and separate legal entity duly created pursuant to Section 29-1-203, C.R.S. (the "Authority"), and **CEM SALES & SERVICE, INC.**, a Colorado corporation (the "Contractor").

For consideration herein set forth, the Parties agree as follows:

1. **Scope of Services.** The Contractor shall provide the pool maintenance services at the Beebe Draw Farms Authority community pool, Beebe Draw Farms Parkway, Platteville, Colorado, including any and all necessary documentation, materials and equipment, as described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Services"). The Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Agreement. If a schedule is included, the Services shall be performed in accordance with the schedule set out in **Exhibit A**.
2. **Compensation.** The Authority shall compensate the Contractor for all labor, equipment and material necessary to provide the Services according to the rates attached hereto in **Exhibit A**, subject to Authority annual appropriations and in accordance with and subject to all of the conditions in this Agreement.
 - a. **Invoices.** The Contractor's invoices shall be in a format acceptable to the Authority, shall be supported by cost information in such detail as may be required by the Authority and shall be sufficient to substantiate all items for a proper audit and post audit thereof. Invoices shall be submitted to the Authority by the 5th of the month for work completed in the preceding month. The invoices will be reviewed for accuracy and processed for payment within thirty (30) days of receipt of the invoice for all approved invoiced Services not previously invoiced and which were performed no more than forty-five (45) days prior to the Authority's receipt of the invoice. All invoices shall be addressed to the Authority as follows: Beebe Draw Farms Authority c/o CliftonLarsonAllen LLP, 8390 E. Crescent Parkway, Suite 300, Greenwood Village, CO 80111, Attn: Authority Manager.
 - b. **Unsatisfactory Invoices or Services.** The Authority may return to the Contractor for revision of unsatisfactory invoices and may withhold payment thereof. The Authority may withhold payment for Services which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily. In the event inspected Services are not accepted for payment by the Authority, the Authority shall notify Contractor in writing that Contractor is in default and has seven (7) days to cure said default. The Authority shall be entitled to pursue all remedies provided by law and in equity if Contractor fails to cure the default.
3. **Term.** The term of this Agreement shall be from the date first set forth above and shall expire on September 30, 2022 or by exercise of the termination provisions specified herein, whichever occurs first.
4. **Termination.** The Authority shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date of termination. Contractor may terminate this Agreement, with cause, by delivery of written notice of termination to the Authority at least thirty (30) days prior to the effective date of termination. Contractor shall stop rendering Services pursuant to this Agreement upon the effective date of termination. Contractor

shall be entitled to receive compensation in accordance with Paragraph 2 of this Agreement for any satisfactory work completed pursuant to the terms of this Agreement through the effective date of termination.

5. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extensions of this Agreement, the minimum insurance coverages and limits set forth in this Paragraph 3.A., to provide protection from claims that may arise out of or result from Contractor's performance or obligations pursuant to this Agreement, whether such performance is by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone who acts on behalf of Contractor, including any subcontractors of Contractor. The minimum insurance coverages and limits to be acquired by Contractor are as follows:

(1) Commercial General Liability Insurance:

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

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

(3) Workmen's Compensation and Employer Liability Insurance

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

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

All policies listed herein shall be on an occurrence basis.

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

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

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

6. Workers without Authorization.

A. Certification. Prior to the execution of this Agreement, Contractor shall certify to the Authority, as attached hereto as **Exhibit B**, that at the time of certification, it does not knowingly employ or contract with a worker without authorization who will perform work pursuant to this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program (the "Department Program"), as further described in Paragraph 6.F. herein, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement.

B. Prohibited Acts. Contractor shall not (1) knowingly employ or contract with a worker without authorization to perform work pursuant to this Agreement; or (2) enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work pursuant to this Agreement.

C. Verification.

(1) Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work pursuant to this Agreement knowingly employs or contracts with a worker without authorization, Contractor shall (i) notify the subcontractor and the Authority within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and (ii) terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the worker without authorization; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

D. Duty to Comply With Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation conducted pursuant to Section 8-17.5-102 (5), C.R.S. to ensure that Contractor is complying with this Paragraph 6 of the Agreement.

E. Breach. If Contractor violates a provision of this Paragraph 6, the Authority may terminate the Agreement for breach of the Agreement. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Authority. The Authority shall notify the Colorado office of the Secretary of State if Contractor violates a provision of this Paragraph 6 of the Agreement and the Authority terminates the Agreement.

F. Department Program. If Contractor participates in the Department Program in lieu of the E-Verify Program, Contractor shall notify the Department and the Authority of such participation. Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to

perform work under the Agreement, affirm that Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and has not altered or falsified the identification documents for such employees. Contractor shall provide a written, notarized copy of the affirmation to the Authority.

7. Notice. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day to the following addresses:

If to the Authority: Beebe Draw Farms Authority
 CliftonLarsonAllen LLP
 8390 E. Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 Attn: Authority Manager.
 Email: Lisa.Johnson@claconnect.com

To Contractor: CEM Sales & Service, Inc.
 3820 S. Federal Blvd.
 Sheridan, CO 80110
 Office: 303-762-9470
 Attn: Joe Teska
 Email: JTeska@cemsales.com

Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.), otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service.

8. [OMITTED].

9. Subject to Annual Appropriations. The Authority does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Authority's payment obligations hereunder are subject to annual appropriations. The Authority has appropriated sufficient funds for this Agreement for the current fiscal year.

10. Independent Contractor. Contractor is and shall be considered an independent contractor pursuant to this Agreement. Nothing herein contained shall constitute or designate Contractor or any of its employees or agents as employees or agents of the Authority, nor shall Contractor be deemed or considered to be a partner of the Authority. Contractor shall have full power and authority to select the means, manner, and method of performing its duties pursuant to this Agreement without detailed control or direction of the Authority except as set forth in this Agreement. It shall be Contractor's responsibility as an independent contractor to pay any and all taxes on payments which it receives pursuant to this Agreement and to pay its own costs and expenses incurred in connection with performance of this Agreement.

11. Indemnification. Contractor shall indemnify, assume all responsibility for, and hold harmless the Authority and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses,

damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the Authority or any third party under the control or supervision of the Authority. The obligations of the indemnifications extended by Contractor to the Authority under this Paragraph 11 shall survive termination or expiration of this Agreement.

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

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

14. Assignment. No portion of the Agreement shall be sublet, assigned or otherwise disposed of by Contractor except with the written consent of the Authority, and such consent when given shall not be construed to relieve Contractor of any responsibility for the fulfillment of this Agreement. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement.

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

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

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

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

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

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

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

AUTHORITY:

BEEBE DRAWING & ARCHITECTURE AUTHORITY

Eric Wernsman

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By: Eric Wernsman

Its: Assistant Secretary

CONTRACTOR:

CEM SALES & SERVICE, INC.

Joe Teske

By: Joe Teske

Its: Sales Rep

EXHIBIT A

SCOPE OF SERVICES & RATES FOR SERVICES

Pool opening (start of season):

- Labor for Start-Up = \$1,120.00
- Shop Fee = \$33.60
- Pricing Includes: Install all handrails, pull plugs, start-up all pool equipment
- Pricing Excludes: Pressure washing/cleaning pool, removing covers, filling pool, unforeseen circumstances, additional equipment that has been broken during the winter months, bonds, permits, freight or any applicable taxes

Pool closing (end of season):

Maintenance, as need:

- Hourly rate: \$ 140⁰⁰
- Costs of materials are not included in the hourly rate and will be charged to the Authority.
- The cost of maintenance services will be quoted in advance by Contractor and agreed to by the Authority before Contractor may proceed to perform such services.

EXHIBIT B


CERTIFICATION REGARDING WORKERS WITHOUT AUTHORIZATION

To: BEEBE DRAW FARMS AUTHORITY

I, Joe Teska, as representative of CEM Sales & Service, Inc. the prospective "Contractor" for that certain contract for pool maintenance services ("Agreement") to be entered into with Beebe Draw Farms Authority, do hereby certify on behalf of said Contractor that, as of the date of this Certification, Contractor does not knowingly employ or contract with a worker without authorization who will perform work pursuant to this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and the Social Security Administration, or in the Colorado Department of Labor and Employment's Employment Verification Program pursuant to Section 8-17.5-102(5)(c), C.R.S. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement.

Executed on the 22nd of April, 2022.

CEM SALES & SERVICE, INC.


By: Joe Teska
Its: Sales Rep



Est. 1986

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Reserve Study Bid Proposal



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03/23/2022

44847 - 0a

Beebe Draw Farms Authority

c/o Jenny Hackelman
Beebe Draw Farms Authority
16502 Beebe Draw Farms Parkway
Platteville, CO 80651

History with our organization

We have not had the pleasure of working with your Property yet!

Subject: Bid Options for 0 units in Platteville, CO

Dear Jenny,

Thank you for requesting a Reserve Study proposal from Association Reserves. We recognize that you have a choice of Reserve Study providers and want to make sure you understand the many benefits of working with our company:

- Your Reserve Study will be prepared in accordance with National Reserve Study Standards™ by a credentialed Reserve Specialist™
- Our complete, accurate, and user friendly 30-year Reserve Studies include a full cover photographic inventory for reports involving site inspections.
- Your Report (and other files) will be posted securely online for easy, anytime access
- Clients will have a year of free access to our proprietary [uPlant](#)® cloud-based software and spreadsheets. This will allow clients with the ability to adjust and supplement the Reserve Study data.
- All files relating to your component report are included with our reports.

When you're ready for the next step, simply sign and return the Agreement along with a 50% deposit. Our office will then contact you regarding the next steps in the process, such as scheduling the site inspection and collecting any documents needed. Please don't hesitate to contact us if you have any questions, or would like any additional information. We hope to hear from you soon!

Sincerely,

Bryan Farley, RS
President
Association Reserves – Colorado

Pricing Options

March 25, 2022

#44847 - 0a Beebe Draw Farms Authority

	12 Week Delivery	8 Week Delivery	4 Week Delivery
'Full' – With Site Visit	\$3,350	\$3,600	\$5,400
With Site Visit Update	\$2,950	\$3,200	\$4,800
No Site Visit Update	\$1,440	\$1,600	\$2,400
Loyalty Update Plan*		\$4,600	

- A **Full-With Site Visit Reserve Study** is required when the client has no prior Reserve Study, or wishes to start “from scratch” with a completely new study, including measurements and full-color photographic inventory.
- A **With Site Visit Update Reserve Study** can be chosen when the client has a prior, professionally completed Reserve Study that can be updated, based on visual observations, with no re-measuring. The report will include a full-color photographic inventory.
- A **No Site Visit Update Reserve Study** can be chosen when the client has a prior, professionally completed Reserve Study that can be updated, based on a series of interviews.
- A **Loyalty Update Plan** includes one Full Reserve Study (or With Site Visit) and two \$500 No-Site-Visit Reserve Study Updates delivered over three consecutive years with an (8) week turnaround. The total fee is charged once, at the beginning of the three year engagement. **This is our most popular selection.*

Prices are valid for 180 days

Agreement between Association Reserves and Beebe Draw Farms Authority

1. Please, circle fee associated with the desired pricing and indicate the nature of this agreement

Fee \$ _____ Turnaround Time _____ Weeks For the FY beginning ___/___/___

2. Obtain a Boardmember signature

We, the undersigned, understand that the Reserve Study being prepared will identify and address the normal deterioration of properly built and installed components with predictable life expectancies. Inspecting for construction defects, performing destructive testing to search for hidden issues (such as plumbing or electrical problems), environmental hazards (asbestos, radon, lead, etc.), or accounting for unpredictable acts of nature are all outside our scope of work. We understand that the above Fee is based on the accuracy of how the Association was described to Association Reserves in our Request for Proposal. If this is not found to be a true representation of our common area maintenance responsibilities, Association Reserves reserves the right to negotiate an adjusted fee for our services. Association Reserves liability in any matter involving this Reserve Study is limited to our Fee for services rendered.

Print Name: _____ Company/Title: _____


Signature: _____ Date: _____

3. Return this agreement to us, along with a check made payable to Association Reserves

- Circle fee associated with the desired level of service and turnaround time and email: arco@reservestudy.com
- Sign agreement and return check to: 1301 Arapahoe St. Suite #302 – Golden, CO 80401 (or pay via [Credit Card](#))
- All professional Reserve Studies require a 50% deposit with the final 50% balance due upon initial delivery of the Reserve Study
- **Delivery turnaround time will start once the 50% deposit and signed agreement is received**

Deliverables

From the founding of our company, our focus has been on creating a useful, reliable document that can be picked up and understood by any Board member, resident, or property manager. The Reserve Study will help our clients plan for the inevitable and improve their future. Upon completion of the Reserve Study, the Association will receive the following:

- **Electronic copy:** A digital version of the entire Reserve Study document is delivered securely by email in PDF form. We also post the completed study to a password-protected location on our website, where association representatives can view and download the entire study, Executive Summary section and funding plan software file.
 - **Meetings:** Our Full and WSV services include a pre-site inspection meeting onsite with the board and management to discuss the scope of work and answer any questions (can be done virtually). After completion, we will gladly host a virtual meeting via Zoom to help explain the process, outcomes, and other key details found within a Reserve Study. The Reserve Study document is shown on-screen, and our staff will walk you through the document, explaining key terminology, reviewing the component list and explaining how we formulate our recommendations in a study.
 - **Funding plan software:** [uPlanIt](#) is a powerful interactive online tool that enhances a Reserve Study by giving Clients absolute control of their Reserve funding information. Designed by experts and available for a year free to our clients with every professional Reserve Study engagement, uPlanIt gives real-time answers to all your “what-if” Reserve funding scenarios. uPlanIt allows clients to consider a variety of conditions throughout the reserve budget process, forecast the potential impact on the funding plan, and test and validate their budget decisions. Whether you want to change the contribution level, adjust replacement costs, or postpone certain projects, you’ll be able to foresee the outcome. Results are delivered in an assortment of insightful charts & tables. Includes a year subscription with every professional Reserve Study and has 24-7 access to “what-if” scenarios in real time, even during budget meetings!
- 
- **Video presentation:** We will provide a brief video presentation of a Reserve Study to help explain the outcomes and provide more background information. The Reserve Study document is shown on-screen, and you’ll hear our staff describe the key financial details, review the component list, and explain how we formulate our recommendations in the study. This is ideal for sharing at Board meetings, annual association events, etc.
 - **Loyalty Update Plan:** The plan includes three Reserve Studies prepared over three consecutive years. The "Level of Service" can be completed in any order (Full, NSV, NSV) or (NSV, WSV, NSV), etc. The fee is charged only once, at the beginning of the three-year engagement.
 - **Complimentary revisions:** We will gladly revise the study at no charge to the client for a period of up to **60 days** following delivery of the completed study if there is a material error or discrepancy identified within the study.
 - **Printed copies, upon request:** Printed copies are available upon request.
 - **Additional services:** Association Reserves can also provide additional consulting work, attend association meetings, re-visit the property for follow-up inspections, etc. Additional labor charges will be billed at a rate of \$200.00/hour, including travel to and from the meeting. Please contact us directly for more specific information and requests for additional services.

Enjoy Free Access to our Online Software!

(Click [here](#) for an online demo of uPlanIt)



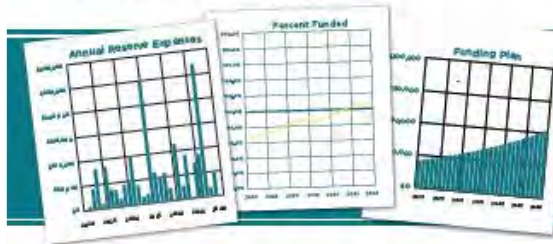
MORE ANSWERS, LESS HEADACHES



uPlanIt is a powerful interactive online tool that allows our Clients to run faster, jump higher, and leap tall buildings in a single bound!

Okay, maybe we're exaggerating a bit, but in the always stressful and often divisive Reserve budget process, uPlanIt can facilitate collaboration, build consensus and eliminate guesswork for Managers and Boardmembers.

Designed by experts and available FREE to our Clients with every professional Reserve Study engagement, uPlanIt gives instant answers to all your "what-if" Reserve funding scenarios. Whether you face "pushback" to funding Reserves, objections about the life expectancies or costs of certain projects, or outrage for a proposed special assessment, you'll be able to instantly foresee the outcome of alternative budget strategies.



Results are delivered in an assortment of insightful charts & tables. With uPlanIt, you can validate budget decisions, respond quickly and confidently to uncertainties, and prevent misunderstandings.

- Free for our professional Reserve Study clients during their budget season
- Year-to-Year (and Board-to-Board) continuity with one centralized data bank
- 24-7 access to play with the numbers during budget meetings!

Introduction to Reserve Studies

What's a Reserve Study?

A Reserve Study is best described as a document used by community associations (or any other type of common interest real estate development) to help plan financially for major repair, replacement, or restoration projects over a long period of time. Our studies cover a thirty year period, beginning with the current or upcoming fiscal year. Read on to learn more about the scope of work and other details related to the process of conducting a Reserve Study!



Are Reserve Studies really that important?

Absolutely. It's fairly easy to plan and prepare for recurring costs like management fees, insurance premiums, landscaping contracts, and utilities, but what about the projects and expenses that DON'T happen every year? That's our specialty...identifying, forecasting, and planning for inevitable failure of the components that are often overlooked or underestimated. There's no question that setting aside Reserve funds over a long period of time is the simplest, most cost-effective, and most responsible way to plan for major projects.

The work will need to be done; it's up to the association to plan accordingly. Without adequate Reserves, associations will have to make a tough decision: will you take out costly loans, push for recurring special assessments, or worst, accept a drop in home values due to deteriorating conditions and deferred maintenance? A current-year, reliable Reserve Study is the first step toward long-term financial strength for every association. Without one, association homeowners will be misinformed, underprepared, and left exposed to serious financial consequences. A current-year, reliable Reserve Study is a hallmark of well-managed associations, and an important part of a homeowner board's fiduciary duty to act in the best interest of their association members.

What components are included in a Reserve Study?

The National Reserve Study Standards specify the following definition of a Reserve Component:

- Must be the association's responsibility.
- Must have a limited Useful Life (UL)
- Must have a predictable Remaining Useful Life (RUL)
- Must be above a certain "threshold cost"



We typically recommend funding for projects such as: roof replacement, painting/waterproofing, pavement sealing and resurfacing, elevator modernization, balcony and deck sealing and restoration, major mechanical systems (HVAC, fire alarm, hot water, etc.), major pool and spa expenses, interior/amenity area remodeling, and many more. The bottom line is that every property is different, and will require a thorough inspection to determine what belongs in your study.

State requirements vary on what types of projects should be addressed through Reserves (and therefore included in a Reserve Study). Our studies will always meet and usually exceed these requirements, ensuring that our clients are acting in accordance with legal requirements and sound fiduciary responsibility.

Colorado law (**C.R.S. 38-33.3-209.5(IX)**), legislates that a community has a Reserve Policy that includes the following:

- When the association has a reserve study prepared for the portions of the community maintained, repaired, replaced and improved by the association.
- Whether there is a funding plan for any work recommended by the reserve study.
- If there is a funding plan, the projected sources of funding for the work.
- Whether the reserve study is based on a physical analysis and financial analysis.

Scope of Work

Our Reserve Studies are prepared in accordance with National Reserve Study Standards, established in 1998 by the Community Associations Institute. Per these standards, a Reserve Study engagement generally consists of the following:

1. Component Inventory & Condition Assessment

The component inventory is “the task of selecting and quantifying Reserve Components. This task can be accomplished through on- site visual observations, review of association design and organizational documents, a review of established association precedents, and discussion with appropriate association representative(s) of the association or cooperative.” The condition assessment is “the task of evaluating the current condition of the component based on observed or reported characteristics.” As part of our inspection, we review any available building documents including site plans, building plans, fire alarm inspection records, equipment schedules and any other data that may be informative regarding component details, project history or expectations for upcoming work. We then photograph, measure and inspect all areas or components to be included. A Reserve Study site inspection is visual in nature and does not incorporate any destructive or other testing. The inspection is not intended to identify code or construction defects, nor is it intended to be the foundation for anything other than budgeting and planning purposes.

NOTE: For Update, With Site Visit (Level 2) Reserve Studies, the component inventory is for verification purposes only, using previously-established component quantities from a prior Reserve Study. However, the condition assessment is re- established based on current conditions. For Update, No Site Visit (Level 3) Reserve Studies, there is no physical inspection of the property. We review the component inventory and condition assessments from the most recent Level 1 or Level 2 study, then proceed with the Life and Valuation Estimates and Financial Analysis.



2. Life & Valuation Estimates

This process is usually much more time consuming than the actual site inspection, and represents the bulk of the overall Reserve Study process. Our Reserve Specialist® begins by organizing and interpreting the raw data he or she gathered during the site inspection, reviewing all measurements, notes and photographs for key details and insights. Next, we establish the component list structure, and determine the life and cost estimates for each Reserve component. Our standard procedure is to use any historical information provided to us by the client (such as when certain projects were done, and what they cost), and to review any bids or estimates for upcoming work. We review our findings with your current vendors for their insights, and also check their input against information we’ve gathered working with other comparable properties in your area. We constantly consult our own internal databases, composed of data collected from over 50,000 Reserve Studies. As a supplement, we also make use of professional construction estimating software programs, guidebooks, publications and manufacturer’s publications to supplement our knowledge base. The end result is a complete, thorough set of estimates that are accurate, current, property-specific, and generated by a qualified, independent third party.

3. Financial Analysis, Report Preparation & Delivery

Once the component list is established and we’ve reviewed your current annual budget and Reserve fund balance(s), we will make a determination of relative current Reserve fund strength and created a recommended funding plan covering the next 30 fiscal years via the cash flow (pooled) methodology, including a schedule of projected annual income and expenses.

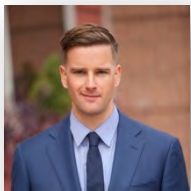
Why should we choose Association Reserves?

Association Reserves was established in 1986 as a professional engineering consulting firm serving community associations throughout the United States and abroad. To date, our firm has completed over **60,000** Reserve Studies for properties of all types, including condominium and homeowners associations, community development districts, timeshare and resort properties, commercial facilities, worship facilities, and more. Over the years, our firm has been instrumental in defining and advocating the National Reserve Study Standards endorsed by the Community Associations Institute (CAI). Each Reserve Study we provide is conducted with special consideration for the unique characteristics of the client property, especially age, regional weather patterns, local pricing factors, and input from the Board of Directors. Our time-tested approach involves thorough research of all key factors, especially project history, projected useful life and cost data, and aesthetic standards in the local area. Our staff members earn and maintain the Reserve Specialist® credential administered by the Community Associations Institute (CAI), the international authority on all aspects of community association living.

We don't take a one-size-fits-all approach to our work, because we know that every association is different, and we take the time and care to ensure our results will help you to make wise decisions regarding the long-term care of your physical and financial assets. From our first phone call to final delivery of your study, we hold ourselves to the highest standards of professionalism. We pride ourselves on delivering a first-rate product, because we know you're putting your trust in our hands.



Our Team



Bryan Farley, RS is the President of our Rocky Mountain regional offices. Bryan has completed over 2,000 Reserve Studies for property types including residential developments, schools, historic buildings, commercial developments, metro districts, ranch developments, worship facilities, resorts and more. Bryan has earned the

Reserve Specialist designation (#260) and is also a frequent author and speaker in the industry. Bryan earned a Bachelor of Science degree in Business Administration from Pepperdine University.



Cooper Fogle, MBA

Cooper Fogle graduated from Wartburg college in 2017 with a degree in Business Administration as well as a Masters in Global Business from Pepperdine Graziadio School of Business in 2020. Through these

programs and multiple study abroad experiences in the UK and Germany he was able to build up technical skills and interpersonal skills working with a bright and diverse group of people.



Andrew Klausen Andrew earned a degree in Finance and Management from the University of Nebraska as well as a Masters in Research and Education from Trinity International University. Andrew's experience includes non-profit leadership, teaching at the collegiate level, financial accounting, and risk-management for

residential and commercial properties.



Paul Shoemaker Paul graduated from the University of Arkansas in 2014 with a BS in Business Administration, majoring in Finance and Information Systems. He brings with him experience as a Community Association Manager in the HOA

management industry. As a member of CAI, Paul obtained the CMCA designation and continues to pursue education in the industry. Paul understands the unique challenges that a Board of Directors and managing agent face in maintaining a community's assets, and strives to offer a seamless customer service experience from pre-project planning through completion.



Chris Galey Chris Galey graduated from Kansas State University with a Bachelor of Science in Business Administration. He began a career in the Resort and Hospitality industry and has worked with multiple ski resorts, managing sales operations in the Front

Range. Chris acquired skills in this role by managing large sales events, partnerships, promotions, budgeting, and financial strategy.



Paige Daniels Paige joined Association Reserves in 2012 after graduating from California Lutheran University with a Master's degree in Business Administration. A native of Colorado, she obtained a BS in Business Marketing from the

University of Northern Colorado. Her undergraduate education also included a semester at Griffith University in Queensland, Australia. Her experience with trade show operations, her knowledge of business, and her marketing passion and creativity makes her an excellent addition to our team and an asset to our clients.



Ruth Walden-Turek Ruth joined Association Reserves in 2016 as the client service specialist. She brought with her many experience years in administrative work specific to the building industry, having worked for a residential developer as a spec sheet writer as well as a systems coordinator and as a contract administrator for a general contractor managing multi-million dollar projects.

Ruth has a business degree as well as a nursing degree.

What can I expect to see in my Reserve Study?

Simple, concise summary of recommendations, with a clear, organized listing of Reserve components.

3-Minute Executive Summary

Association: Sample Condo #: 99991-0
 Location: Anywhere, US # of Units: 142
 Report Period: January 1, 2015 through December 31, 2015

Findings/Recommendations as-of 1/1/2015:

Projected Starting Reserve Balance:	\$750,000
Current Fully Funded Reserve Balance:	\$1,306,267
Average Reserve Deficit (Surplus) Per Unit:	-\$3,917
Recommended 2015 Monthly "Full Funding" Contributions:	\$19,000
Alternate minimum contribs* to keep Reserves above \$0:	\$14,175
Recommended 2015 Special Assessment for Reserves:	\$0
Most Recent Budgeted Reserve Contribution Rate:	\$16,000

Reserves % Funded: 57% (30% - 70% - 100%)
 Special Assessment Risk: High Medium Low

Economic Assumptions:
 Net Annual "After Tax" Interest Earnings Accruing to Reserves: 1.00%
 Annual Inflation Rate: 3.00%

- This is a "Full" Reserve Study (original, created "from scratch"), and is based on our site inspection on September 1, 2014. It was prepared by a credentialed Reserve Specialist (RS).
- Because your Reserve Fund is between 30% and 70% at 57% Funded, this means the association's special assessment & deferred maintenance risk is currently "medium." The objective of your multi-year Funding Plan is to **Fully Fund** your Reserves, where associations enjoy a low risk of such Reserve cash flow problems.
- Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contributions in the upcoming fiscal year.
- No assets appropriate for Reserve designation were excluded.

*officially called "Baseline Funding"

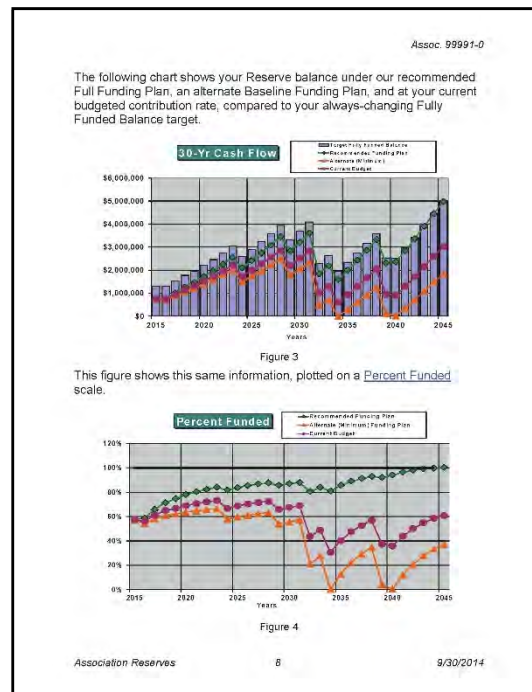
Association Reserves 9/30/2014

Table 1. Executive Summary

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Cost Estimate
Site and Grounds				
2119	Driveway Pavement - Replace	40	33	\$24,350
2145	Garage Gates - Replace	20	15	\$9,900
2149	Entry Area Fountains - Maintain	12	5	\$4,000
2149	Sundeck Fountain - Maintain	20	5	\$3,000
2177	Boiler Lights - Replace	20	13	\$7,500
Building Exterior				
2303	Entry Flooring Area Lights - Replace	10	3	\$2,475
2321	Balcony Deck Rails - Replace	24	16	\$614,700
2325	Sundeck - Resurface/Restore	24	16	\$16,400
2335	Planters - Waterproof/Re-plant	24	16	\$180,000
2341	Building Exterior - Restoration	24	16	\$284,000
2343	Building Exterior - SumpPump	11	5	\$216,300
2343	Common Area Windows - Replace	30	23	\$312,800
2377	Low Slope Roof - Replace	20	13	\$67,500
Mechanical/Electrical/Plumbing				
2505	Automatic Entry Doors - Replace	20	13	\$16,000
2509	Garage Gate Operators - Replace	10	5	\$5,500
2511	Barrier Arm Operator - Replace	10	5	\$5,500
2515	Traction Elevators - Modernize	25	18	\$625,000
2517	Elevator Cabs - Remodel	25	18	\$35,000
2519	Air Handler - Lobby/DC - Replace	15	8	\$18,000
2519	Air Handler - Social Room - Replace	15	8	\$5,000
2519	HVAC - Elevator Room - Replace	15	8	\$7,500
2519	HVAC - Hallways - Replace	15	8	\$90,000
2523	Large Exhaust Fans - Replace	15	8	\$14,750
2523	Cooling Tower - Replace	20	13	\$185,000
2535	Cooling Tower Pumps - Replace	15	8	\$27,500
2537	Variable Frequency Drives - Replace	15	8	\$5,500
2543	Security System - Modernize	12	5	\$15,900
2549	Generator - Replace	40	33	\$52,300
2557	Fire Alarm System - Modernize	15	8	\$105,000
2559	Fire Sprinkler Pump/Controls - Repl	40	33	\$58,000
2569	Heat Exchanger (Hot Water) - Repl	15	8	\$4,000
2569	Heat Exchanger (HVAC) - Repl	15	8	\$16,500
2571	Boilers - Replace	20	13	\$40,000
2575	Dom. Water Pumps/Controls - Replace	20	13	\$40,000
2583	Fountain Equipment - Replace	3	1	\$2,250
Interior & Amenities				
2703	Walkovers - Replace	20	13	\$95,250
2705	Garage Ceiling Lights - Replace	25	18	\$34,700
2705	Hallway Lights - Replace	20	13	\$17,350
2709	Tile Flooring - Replace	20	13	\$44,400
2711	Hallway Carpeting - Replace	10	3	\$33,000

Association Reserves 9/30/2014

Large, color-coded charts and tables to illustrate long-term implications



Here's a sample of our Inventory Appendix pages. We devote a half-page summary to every single component included in your Reserve Study.

Association Reserves
Inventory Appendix

Client: 99991B Sample Condo - Building Exteriors

Comp #: 2343 **Building Exterior - Seal/Paint**
Quantity: Approx 165,200 GSF
Location: Building exteriors


Evaluation: Generally fair condition noted. Building has not been painted since original construction, but the association has obtained some bids for painting in the near future according to manager. Project may be postponed or done in stages due to ongoing construction at an adjacent site. We were provided with copy of exterior painting specifications prepared by Sherwin-Williams, which calls for an 8-year warranty. All door and window frame perimeters are to be caulked with a urethane sealant. As routine maintenance, inspect regularly (including sealants), repair locally and touch-up paint as needed. Typical paint cycles can vary greatly depending upon many factors including type of material painted, surface preparations, quality of material, application methods, weather conditions during application, moisture beneath paint, and exposure to weather conditions. Proper sealant/caulking is critical to preventing water intrusion and resulting damage to the building structure. Incorrect installations of sealant are common, and can greatly decrease its useful life. Inspect sealant, more frequently as it ages, to determine if it is failing. Typical sealant problems include failure of sealant to adhere to adjacent materials and tearing/splitting of the sealant itself. As sealants age and are exposure to ultra-violet sunlight, they will dry out, harden, and lose their elastic ability. Remove and replace sealant as signs of failure begin to appear. Proper cleaning, prep work, and proper installation are critical for a long lasting sealant/caulking. Repair areas as needed prior to project.

Useful Life:
8 years

Remaining Life:
0 years

Easy-to-find details

Best Case: \$180,000.00
Lower estimate to seal/repaint



Descriptive, thorough observations

Full Color Photographs

Worst Case: \$250,000.00
Higher estimate

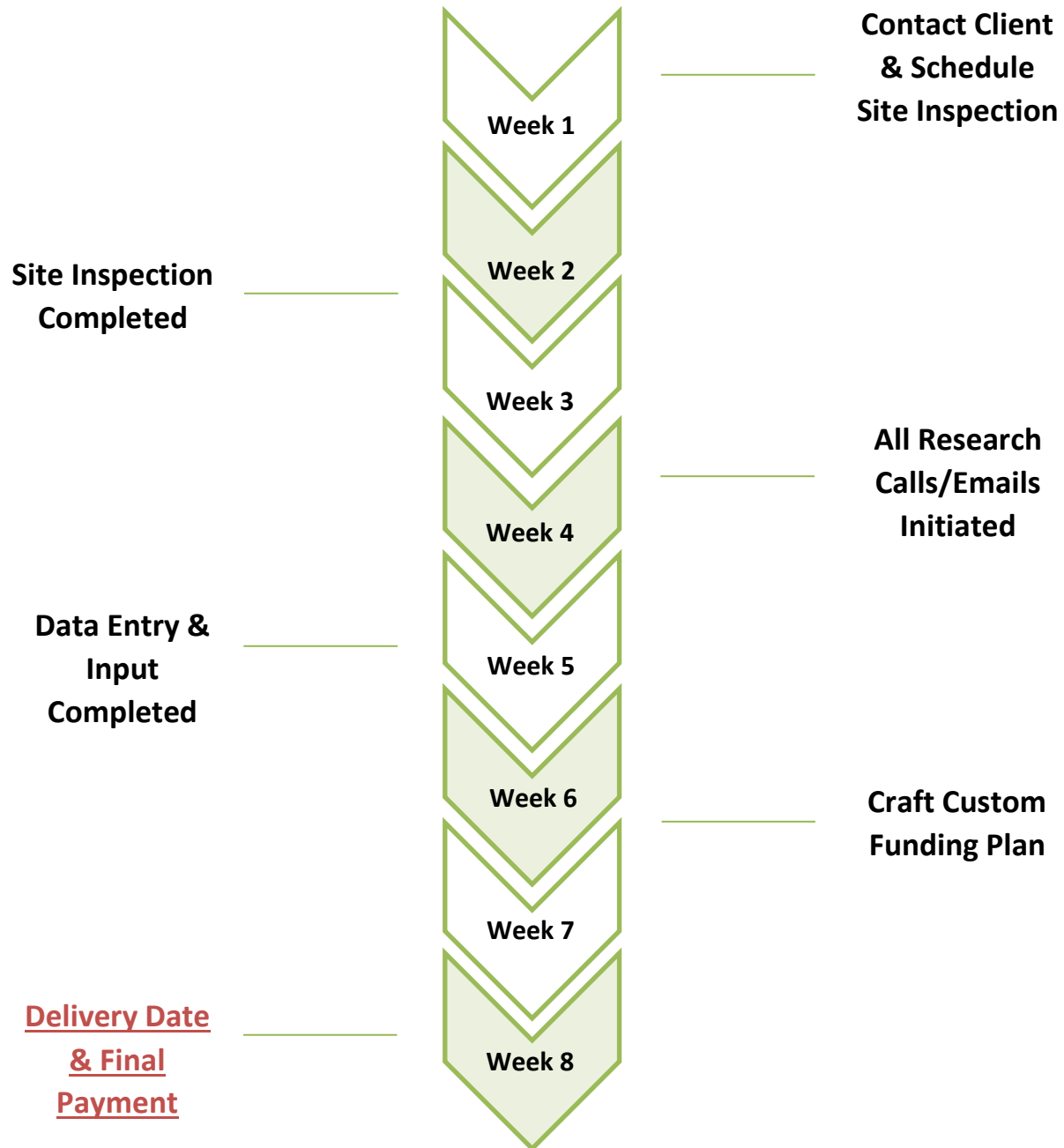
Cost Source: Estimates Provided by Client

April 16, 2014
Page 8 of 10

Delivery Timeline

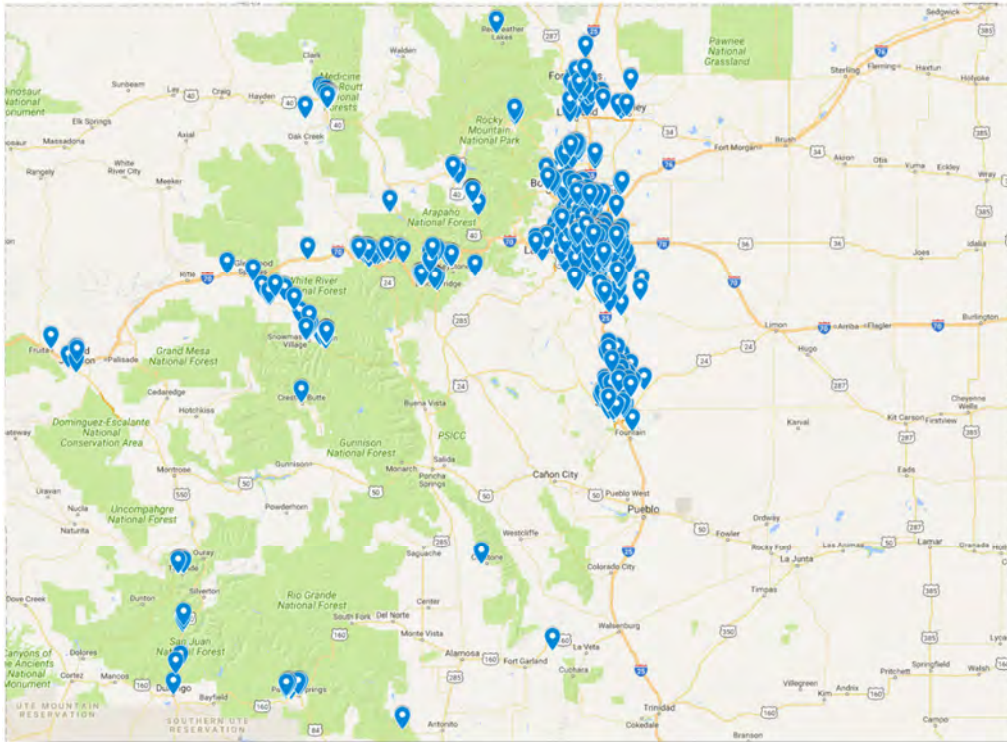
The delivery timeline for an 8-week turnaround will typically look as follows once we have received:

- ✓ Signed proposal agreement with 50% deposit
- ✓ CCRs (If a Full)



Client Map and Testimonials

You don't get to be in business for over 30 years and counting without building a great reputation. Here's what some of our clients have had to say about us recently:



- “For over 20 years, I have relied upon Association Reserves to provide essential information during the lending process. Nobody does it better”
Alan Crandall, SVP Mutual of Omaha Bank
- “I have used Association Reserves for many years and have always found them to be excellent in their depth, details and analysis.”
Quentin Yates PCAM, CCAM Meridian Residential Association
- “The follow up and willingness to work with the Association was excellent. Any questions or concerns were addressed immediately.”
Michael Mazziotta Rivershores Plantation POA

Client References Available Upon Request



**ASSOCIATION
RESERVES™**

RESERVE STUDY

MUNICIPALITIES or MASTER PROPERTIES



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www.reservestudy.com

Welcome to your Reserve Study!

A Reserve Study is a valuable tool to help you budget responsibly for your property. This report contains all the information you need to avoid surprise expenses, make informed decisions, save money, and protect property values.

Regardless of the property type, it's a fact of life that the very moment construction is completed, every major building component begins a predictable process of physical deterioration. The operative word is "predictable" because *planning for the inevitable* is what a Reserve Study by **Association Reserves** is all about!

In this Report, you will find three key results:

- **Reserve Funding Plan**
A multi-year funding plan based on current Reserve Fund strength that allows for component repairs & replacements to be completed in a timely manner, with an emphasis on avoiding "catch-up" funding sources.
- **Reserve Fund Strength**
A calculation that measures how well the Reserve Fund has kept pace with the property's physical deterioration.
- **Component List**
Unique to each property, the Component List serves as the foundation of the Reserve Study and details the scope and schedule of all necessary repairs & replacements.

Questions?

Please contact your Project Manager directly.



www.reservestudy.com

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[YOUR PROPERTY NAME]

Report #: 17918-0

[Anywhere in the world]

of Units: 1

Level of Service: **Reserve Study- FULL**

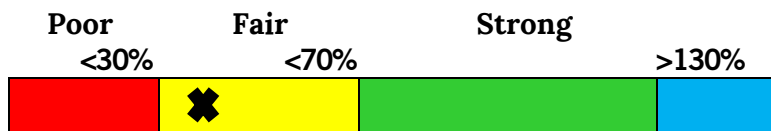
July 1, 2019 through **June 30, 2020**

Findings & Recommendations

as of January 1, 2019

Starting Reserve Balance	\$421,600
Fully Funded Reserve Balance	\$1,105,138
Average Reserve Deficit (Surplus) per Unit.....	\$683,538
%-Funded	38.1%
Recommended 2019 Annual "Full Funding" Reserve Contribution	\$132,650
Recommended 2019 "Additional Funding" for Reserves	\$0
Most recent Reserve Contribution Rate	\$0

Reserve Fund Strength (%-Funded)



Risk of Cash Flow Problems



Economic Assumptions:

Net Annual "After Tax" Interest Earnings, accruing to Reserves	1.00%
Annual Inflation Rate	3.00%

Comments:

This is a Full Reserve Study (also called a Capital Plan), meaning it is an original analysis, created "from scratch", based on our site inspection on 10/8/2018. This Reserve Study was prepared by a credentialed Reserve Specialist (RS).

Because your Reserve Fund is above the 0-30% "weak" range but below the 70% level that typifies Reserve Fund strength at 38.1 % Funded, this represents a fair Reserve position. Properties in this range have a Medium risk of Reserve cash-flow problems (requiring additional funding and/or deferred maintenance) in the near future.

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our strong recommendation to begin a regular pattern of annual Reserve contributions, to offset ongoing deterioration and build the Reserve Fund to a level that will provide for the timely execution of all Reserve projects.

Your major recent Reserve project was some exterior painting, accomplished in earlier 2018.

Your multi-year Funding Plan is designed to provide for timely execution of Reserve projects and gradually bring your property closer to the "Fully Funded" (100%-funded) level.

Component List for [Your Property Name]

Report #: 17918-0

#	Component	Useful Life UL (years)	Remaining Useful Life RUL (years)	Current Average Cost (\$)
General Common Areas				
201	Asphalt - Remove & Replace	25	10	\$189,500
202	Asphalt - Seal/Repair	5	0	\$10,125
204	Concrete Swales - Replace	25	10	\$11,000
320	Pole Lights - Replace	25	10	\$31,500
324	Exterior Wall Lights - Replace	20	5	\$2,100
413	Flag Pole - Replace	30	15	\$2,875
701	Sliding Entry Doors - Replace	20	5	\$16,000
1107	Metal Fence/Rail - Repaint	5	4	\$3,300
1113	Metal Surfaces - Repaint	5	4	\$8,100
1116	Wood Surfaces - Repaint	5	1	\$52,550
1121	Wood Siding - Replace	30	15	\$182,000
1303	Comp Shingle Roof - Replace	25	10	\$221,000
Building Interior				
325	Fluorescent Strips - Replace	20	5	\$14,000
325	Interior Lights - Replace	20	5	\$16,500
601	Carpet - Replace	10	2	\$110,000
602	Linoleum Flooring - Replace	10	2	\$20,550
603	Tile Floor - Replace	25	10	\$74,900
904	Built-In Furniture - Replace	25	10	\$145,500
908	Window Treatments - Replace	20	5	\$8,000
909	Bathrooms - Refurbish	20	5	\$40,000
1110	Interior Surfaces - Repaint	10	2	\$32,350
1111	Interior Wood Surfaces - Repaint	10	2	\$7,875
Mechanical & Systems				
302	Generator - Replace	30	15	\$125,000
303	Liquid Chiller - Replace	25	10	\$120,000
304	Liquid Chiller - Refurbish	10	0	\$67,500
305	Air Handlers - Replace	20	5	\$9,000
312	Cooling Tower - Replace	20	5	\$55,500
330	Backup Lighting System - Replace	20	5	\$12,500
801	HVAC Boiler - Replace	20	5	\$20,000
1801	Elevator - Modernize	25	10	\$72,500
1802	Elevator Cab - Remodel	15	7	\$10,000
1803	Fire Alarm Panels - Replace	20	5	\$28,750
32	Total Funded Components			

Yellow highlights indicate items with RUL = 0 years, requiring attention in 2019.

Introduction



A Capital Plan is the art and science of anticipating, and preparing for, a property major predictable repair and replacement expenses. Partially art, because in this field we are making projections about the future. Partially science, because our work is a combination of research and well-defined computations, following consistent National Reserve Study Standard principles.

The foundation of this and every Capital Plan is your Component List (what you are reserving for). This is because the Component List defines the *scope and schedule* of all your anticipated upcoming major, predictable capital projects. Based on that List and your starting balance, we calculate the property Capital Fund Strength (reported in terms of "Percent Funded"). Then we compute a Funding Plan to provide for the needs of the property. These form the three results of your Capital Plan.



Capital contributions are not “for the future”. Capital contributions are designed to offset the ongoing, daily deterioration of your Capital assets. Done well, a stable, budgeted Capital Funding Plan will collect sufficient funds from the owners who enjoyed the use of those assets, so the property is financially prepared for the irregular expenditures scattered through future years when those projects eventually require replacement.

Methodology



For this [Capital Plan](#), we started with a review of ownership boundaries, as detailed by property, recent Capital expenditures, an evaluation of how expenditures are handled (ongoing maintenance vs Capital), and research into any well-established historical precedents. We performed an on-site inspection to quantify and evaluate your major predictable, creating your Reserve Component List *from scratch*.

Which Physical Assets are Funded by Reserves?

There is a national-standard four-part test to determine which expenses should appear in your Component List. First, it must be a maintenance responsibility. Second, the component must have a limited life. Third, the remaining life must be predictable (or it by definition is a *surprise* which cannot be accurately anticipated). Fourth, the component must be above a minimum threshold cost (often between .5% and 1% of an property total budget). This limits Capital Components to major, predictable expenses.



RESERVE COMPONENT "FOUR-PART TEST"

Within this framework, it is inappropriate to include *lifetime* components, unpredictable expenses (such as damage due to fire, flood, or earthquake), and expenses more appropriately handled from the Operational Budget or as an insured loss.

How do we establish Useful Life and Remaining Useful Life estimates?

- 1) Visual Inspection (observed wear and age)
- 2) Property Reserves database of experience
- 3) Property History (install dates & previous life cycle information)
- 4) Vendor Evaluation and Recommendation

How do we establish Current Repair/Replacement Cost Estimates?

In this order...

- 1) Actual property cost history, or current proposals
- 2) Comparison to Property Reserves database of work done at similar properties
- 3) Vendor Recommendations
- 4) Reliable National Industry cost estimating guidebooks

How much Reserves are enough?

Capital Fund adequacy is not measured in cash terms. Capital Fund adequacy is found when the *amount* of current Capital cash is compared to Capital asset component deterioration (the *needs of the property*). Having *enough* means the property can execute its projects in a timely manner with existing Capital funds. Not having *enough* typically creates deferred maintenance or special funding needs.

Adequacy is measured in a two-step process:

- 1) Calculate the *value of deterioration* at the property (called Fully Funded Balance, or FFB).
- 2) Compare that to the Capital Fund Balance, and express as a percentage.



Each year, the *value of deterioration* at the property changes. When there is more deterioration (as components approach the time they need to be replaced), there should be more cash to offset that deterioration and prepare for the expenditure. Conversely, the *value of deterioration* shrinks after projects are accomplished. The *value of deterioration* (the FFB) changes each year, and is a moving but predictable target.

There is a high risk of special funding needs and deferred maintenance when the Percent Funded is *weak*, below 30%. Approximately 30% of all properties are in this high risk range. While the 100% point is Ideal (indicating Reserve cash is equal to the *value of deterioration*), a Reserve Fund in the 70% - 130% range is considered strong (low risk of special funding needs).

Measuring your Capital Funds by Percent Funded tells how well prepared your property is for upcoming Reserve expenses. Those charged with maintaining the physical property should be very aware of this important figure!

How much should we contribute?



RESERVE FUNDING PRINCIPLES

According to National Reserve Study Standards, there are four Funding Principles to balance in developing your Reserve Funding Plan. Our first objective is to design a plan that provides you with sufficient cash to perform your Reserve projects on time. Second, a stable contribution is desirable because it keeps these naturally irregular expenses from unsettling the budget.

Reserve contributions that are evenly distributed over current and future owners enable each owner to pay their fair share of the property's Reserve expenses over the years. And finally, we develop a plan that is fiscally responsible and safe for Boardmembers to recommend to their property. Remember, it is the Board's job to provide for the ongoing care of the real property that supports your entity mission.

What is our Recommended Funding Goal?

Maintaining the Reserve Fund at a level equal to the *value* of deterioration is called "Full Funding" (100% Funded). As each asset ages and becomes "used up," the Reserve Fund grows proportionally. **This is simple, responsible, and our recommendation.** Evidence shows that properties in the 70 - 130% range *enjoy a low risk of special funding needs or deferred maintenance.*



FUNDING OBJECTIVES

Allowing the Reserves to fall close to zero, but not below zero, is called Baseline Funding. Doing so allows the Reserve Fund to drop into the 0 - 30% range, where there is a high risk of special funding needs & deferred maintenance. Since Baseline Funding still provides for the timely execution of all Reserve projects, and only the "margin of safety" is different, Baseline Funding contributions average only 10% - 15% less than Full Funding contributions. Threshold Funding is the title of all other Cash or Percent Funded objectives *between* Baseline Funding and Full Funding.

Site Inspection Notes

During our site visit on 10/8/2018, we started with a brief meeting with City Manager Mike Vostich, and then started the site inspection beginning with the mechanical room area. We visually inspected all building areas. We were not able to inspect the air handlers in the attic area (locked, no access).

Please refer to the Photographic Inventory Appendix for additional information on each of your Reserve components.



Projected Expenses

While this Reserve Study looks forward 30 years, we have no expectation that all these expenses will all take place as anticipated. This Reserve Study needs to be updated annually because we expect the timing of these expenses to shift and the size of these expenses to change. We do feel more certain of the timing and cost of near-term expenses than expenses many years away. Please be aware of your near-term expenses, which we are able to project more accurately than the more distant projections.

The figure below summarizes the projected future expenses at your facility as defined by your Reserve Component List. A summary of these components are shown in the Component Details table, while a summary of the expenses themselves are shown in the 30-yr Expense Summary table. Note the large upcoming expense year, comprised of a combination of asphalt resurfacing and roof replacement.

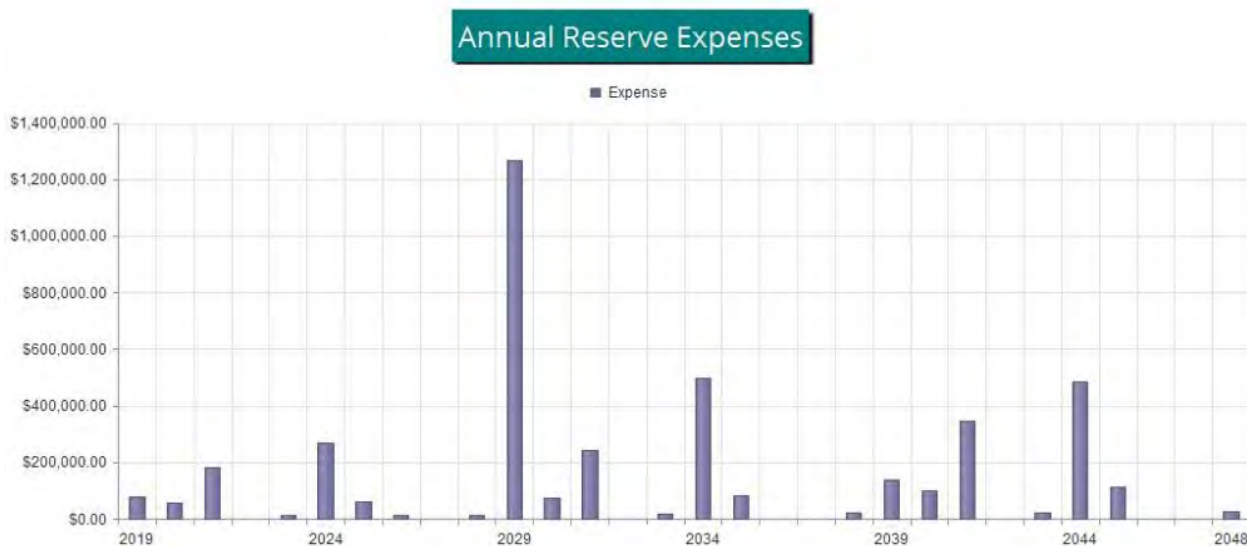


Figure 1

Reserve Fund Status

The starting point for our financial analysis is your Reserve Fund balance, projected to be \$421,600 as-of the start of your Fiscal Year on 7/1/2019. This is based on your actual balance on 10/31/2018 of \$437,619 and anticipated Reserve contributions and expenses projected through the end of your Fiscal Year. As of your Fiscal Year Start, your Fully Funded Balance is computed to be \$1,105,138. This figure represents the deteriorated value of your common area components. Comparing your Reserve Balance to your Fully Funded Balance indicates your Reserves are 38.1 % Funded. Across the country approximately 20% of associations that are between 30%-40% Funded experience financial shortfalls, or deferred maintenance due to those shortfalls.

Recommended Funding Plan

Based on your current Percent Funded and your near-term and long-term Reserve needs, we are recommending budgeted contributions of \$132,650 per month this Fiscal Year instead of the casual approach the City has taken in prior years, funding when the budget allows. The overall 30-yr plan, in perspective, is shown below. This same information is shown numerically in both the 30-yr Summary and the Cash Flow Detail tables.



Figure 2

The following chart shows your Reserve balance under our recommended Full Funding Plan and at your current budgeted contribution rate, compared to your always-changing Fully Funded Balance target.

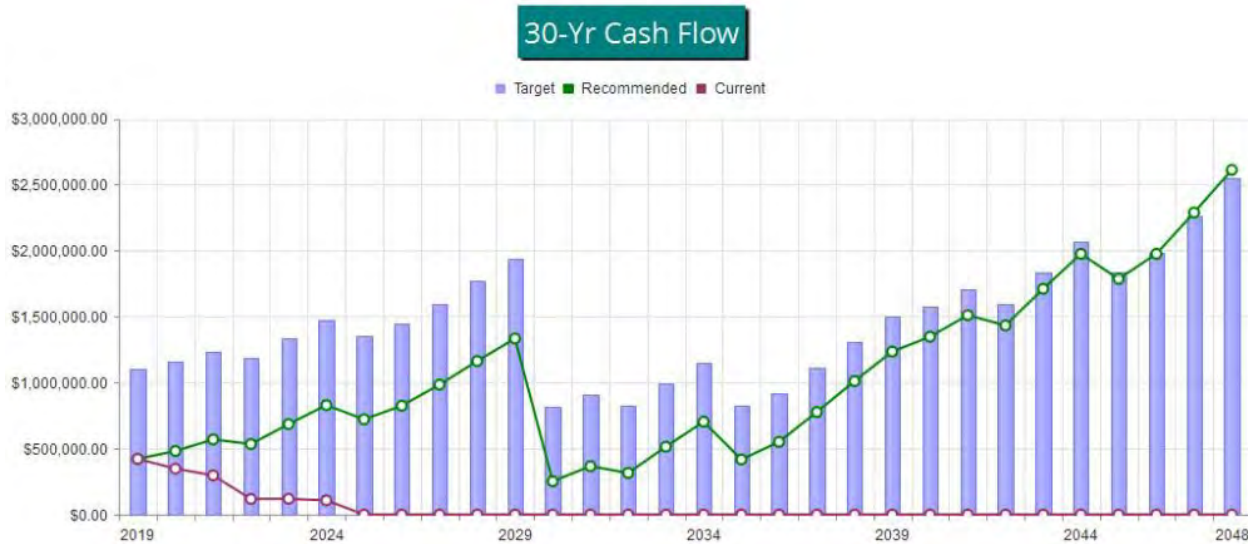


Figure 3

This figure shows the same information plotted on a Percent Funded scale. It is clear here to see how your Reserve Fund strength approaches the 100% Funded level under our recommended multi-yr Funding Plan.



Figure 4

Table Descriptions

The tabular information in this Report is broken down into nine tables, not all which may have been chosen by your Project Manager to appear in your report. Tables are listed in the order in which they appear in your Report.

Executive Summary is a summary of your Reserve Components

Budget Summary is a management and accounting tool, summarizing groupings of your Reserve Components.

Analysis Summary provides a summary of the starting financial information and your Project Manager's Financial Analysis decision points.

Reserve Component List Detail discloses key Component information, providing the foundation upon which the financial analysis is performed.

Fully Funded Balance shows the calculation of the Fully Funded Balance for each of your components, and their contributions to the property total. For each component, the Fully Funded Balance is the fraction of life used up multiplied by its estimated Current Replacement Cost.

Component Significance shows the relative significance of each component to Reserve funding needs of the your property, helping you see which components have more (or less) influence than others on your total Reserve contribution rate. The deterioration cost/yr of each component is calculated by dividing the estimated Current Replacement Cost by its Useful Life, then that component's percentage of the total is displayed.

Accounting-Tax Summary provides information on each Component's proportionate portion of key totals, valuable to accounting professionals primarily during tax preparation time of year.

30-Yr Reserve Plan Summary provides a one-page 30-year summary of the cash flowing into and out of the Reserve Fund, with a display of the Fully Funded Balance, Percent Funded, and special funding needs risk at the beginning of each year.

30-Year Income/Expense Detail shows the detailed income and expenses for each of the next 30 years. This table makes it possible to see which components are projected to require repair or replacement in a particular year, and the size of those individual expenses.

Reserve Component List Detail

17918-0
Full

#	Component	Quantity	Useful Life	Rem. Useful Life	Current Cost Estimate	
					Best Case	Worst Case
General Common Areas						
201	Asphalt - Remove & Replace	Approx 63100 GSF	25	10	\$158,000	\$221,000
202	Asphalt - Seal/Repair	Approx 63100 GSF	5	0	\$8,850	\$11,400
204	Concrete Swales - Replace	Approx 1000 GSF	25	10	\$10,000	\$12,000
320	Pole Lights - Replace	(18) Fixtures 20' Tall	25	10	\$27,000	\$36,000
324	Exterior Wall Lights - Replace	(12) Fixtures	20	5	\$1,800	\$2,400
413	Flag Pole - Replace	(1) Flag Pole	30	15	\$2,500	\$3,250
701	Sliding Entry Doors - Replace	(2) Metal/Glass Doors	20	5	\$12,000	\$20,000
1107	Metal Fence/Rail - Repaint	Approx 300 LF	5	4	\$3,000	\$3,600
1113	Metal Surfaces - Repaint	Ext. Doors/Trash Gates	5	4	\$7,100	\$9,100
1116	Wood Surfaces - Repaint	Approx 23300 GSF	5	1	\$46,600	\$58,500
1121	Wood Siding - Replace	Approx 10100 GSF	30	15	\$162,000	\$202,000
1303	Comp Shingle Roof - Replace	Approx 40200 GSF	25	10	\$201,000	\$241,000
Building Interior						
325	Fluorescent Strips - Replace	Approx (50) Fixtures	20	5	\$12,000	\$16,000
325	Interior Lights - Replace	(88) Fixtures	20	5	\$13,200	\$19,800
601	Carpet - Replace	Approx 2000 GSY	10	2	\$100,000	\$120,000
602	Linoleum Flooring - Replace	Approx 2930 GSF	10	2	\$17,600	\$23,500
603	Tile Floor - Replace	Approx 4680 GSF	25	10	\$70,200	\$79,600
904	Built-In Furniture - Replace	Approx 415 LF	25	10	\$125,000	\$166,000
908	Window Treatments - Replace	(20) Pull-Down Blinds	20	5	\$6,000	\$10,000
909	Bathrooms - Refurbish	(10) Bathrooms	20	5	\$35,000	\$45,000
1110	Interior Surfaces - Repaint	Approx 46300 GSF	10	2	\$27,500	\$37,200
1111	Interior Wood Surfaces - Repaint	Approx 4500 GSF	10	2	\$6,750	\$9,000
Mechanical and Systems						
302	Generator - Replace	(1) Onan 350 KW Diesel	30	15	\$110,000	\$140,000
303	Liquid Chiller - Replace	(1) Carrier	25	10	\$100,000	\$140,000
304	Liquid Chiller - Refurbish	(1) Carrier	10	0	\$60,000	\$75,000
305	Air Handlers - Replace	(3) Units	20	5	\$7,500	\$10,500
312	Cooling Tower - Replace	(1) 85 Ton Recold	20	5	\$43,000	\$68,000
330	Backup Lighting System - Replace	(1) System	20	5	\$10,000	\$15,000
801	HVAC Boiler - Replace	(1) Raypak, 1.2MBTU/hr	20	5	\$16,000	\$24,000
1801	Elevator - Modernize	(1) 3 Stop Elevator	25	10	\$65,000	\$80,000
1802	Elevator Cab - Remodel	(1) Cab	15	7	\$8,000	\$12,000
1803	Fire Alarm Panels - Replace	(2) Simplex	20	5	\$22,500	\$35,000
32	Total Funded Components					

Fully Funded Balance

17918-0
Full

# Component	Current		Effective Age /	Useful Life =	Fully Funded Balance
	Cost Estimate	X			
General Common Areas					
201 Asphalt - Remove & Replace	\$189,500	X	15 /	25 =	\$113,700
202 Asphalt - Seal/Repair	\$10,125	X	5 /	5 =	\$10,125
204 Concrete Swales - Replace	\$11,000	X	15 /	25 =	\$6,600
320 Pole Lights - Replace	\$31,500	X	15 /	25 =	\$18,900
324 Exterior Wall Lights - Replace	\$2,100	X	15 /	20 =	\$1,575
413 Flag Pole - Replace	\$2,875	X	15 /	30 =	\$1,438
701 Sliding Entry Doors - Replace	\$16,000	X	15 /	20 =	\$12,000
1107 Metal Fence/Rail - Repaint	\$3,300	X	1 /	5 =	\$660
1113 Metal Surfaces - Repaint	\$8,100	X	1 /	5 =	\$1,620
1116 Wood Surfaces - Repaint	\$52,550	X	4 /	5 =	\$42,040
1121 Wood Siding - Replace	\$182,000	X	15 /	30 =	\$91,000
1303 Comp Shingle Roof - Replace	\$221,000	X	15 /	25 =	\$132,600
Building Interior					
325 Fluorescent Strips - Replace	\$14,000	X	15 /	20 =	\$10,500
325 Interior Lights - Replace	\$16,500	X	15 /	20 =	\$12,375
601 Carpet - Replace	\$110,000	X	8 /	10 =	\$88,000
602 Linoleum Flooring - Replace	\$20,550	X	8 /	10 =	\$16,440
603 Tile Floor - Replace	\$74,900	X	15 /	25 =	\$44,940
904 Built-In Furniture - Replace	\$145,500	X	15 /	25 =	\$87,300
908 Window Treatments - Replace	\$8,000	X	15 /	20 =	\$6,000
909 Bathrooms - Refurbish	\$40,000	X	15 /	20 =	\$30,000
1110 Interior Surfaces - Repaint	\$32,350	X	8 /	10 =	\$25,880
1111 Interior Wood Surfaces - Repaint	\$7,875	X	8 /	10 =	\$6,300
Mechanical and Systems					
302 Generator - Replace	\$125,000	X	15 /	30 =	\$62,500
303 Liquid Chiller - Replace	\$120,000	X	15 /	25 =	\$72,000
304 Liquid Chiller - Refurbish	\$67,500	X	10 /	10 =	\$67,500
305 Air Handlers - Replace	\$9,000	X	15 /	20 =	\$6,750
312 Cooling Tower - Replace	\$55,500	X	15 /	20 =	\$41,625
330 Backup Lighting System - Replace	\$12,500	X	15 /	20 =	\$9,375
801 HVAC Boiler - Replace	\$20,000	X	15 /	20 =	\$15,000
1801 Elevator - Modernize	\$72,500	X	15 /	25 =	\$43,500
1802 Elevator Cab - Remodel	\$10,000	X	8 /	15 =	\$5,333
1803 Fire Alarm Panels - Replace	\$28,750	X	15 /	20 =	\$21,563
					\$1,105,138

Component Significance

17918-0
Full

# Component	Useful Life (yrs)	Current Cost Estimate	Deterioration Cost/Yr	Deterioration Significance
General Common Areas				
201 Asphalt - Remove & Replace	25	\$189,500	\$7,580	7.95 %
202 Asphalt - Seal/Repair	5	\$10,125	\$2,025	2.12 %
204 Concrete Swales - Replace	25	\$11,000	\$440	0.46 %
320 Pole Lights - Replace	25	\$31,500	\$1,260	1.32 %
324 Exterior Wall Lights - Replace	20	\$2,100	\$105	0.11 %
413 Flag Pole - Replace	30	\$2,875	\$96	0.10 %
701 Sliding Entry Doors - Replace	20	\$16,000	\$800	0.84 %
1107 Metal Fence/Rail - Repaint	5	\$3,300	\$660	0.69 %
1113 Metal Surfaces - Repaint	5	\$8,100	\$1,620	1.70 %
1116 Wood Surfaces - Repaint	5	\$52,550	\$10,510	11.02 %
1121 Wood Siding - Replace	30	\$182,000	\$6,067	6.36 %
1303 Comp Shingle Roof - Replace	25	\$221,000	\$8,840	9.27 %
Building Interior				
325 Fluorescent Strips - Replace	20	\$14,000	\$700	0.73 %
325 Interior Lights - Replace	20	\$16,500	\$825	0.86 %
601 Carpet - Replace	10	\$110,000	\$11,000	11.53 %
602 Linoleum Flooring - Replace	10	\$20,550	\$2,055	2.15 %
603 Tile Floor - Replace	25	\$74,900	\$2,996	3.14 %
904 Built-In Furniture - Replace	25	\$145,500	\$5,820	6.10 %
908 Window Treatments - Replace	20	\$8,000	\$400	0.42 %
909 Bathrooms - Refurbish	20	\$40,000	\$2,000	2.10 %
1110 Interior Surfaces - Repaint	10	\$32,350	\$3,235	3.39 %
1111 Interior Wood Surfaces - Repaint	10	\$7,875	\$788	0.83 %
Mechanical and Systems				
302 Generator - Replace	30	\$125,000	\$4,167	4.37 %
303 Liquid Chiller - Replace	25	\$120,000	\$4,800	5.03 %
304 Liquid Chiller - Refurbish	10	\$67,500	\$6,750	7.08 %
305 Air Handlers - Replace	20	\$9,000	\$450	0.47 %
312 Cooling Tower - Replace	20	\$55,500	\$2,775	2.91 %
330 Backup Lighting System - Replace	20	\$12,500	\$625	0.66 %
801 HVAC Boiler - Replace	20	\$20,000	\$1,000	1.05 %
1801 Elevator - Modernize	25	\$72,500	\$2,900	3.04 %
1802 Elevator Cab - Remodel	15	\$10,000	\$667	0.70 %
1803 Fire Alarm Panels - Replace	20	\$28,750	\$1,438	1.51 %
32 Total Funded Components			\$95,392	100.00 %

30-Year Reserve Plan Summary

**17918-0
Full**

Fiscal Year Start: 2019	Interest: 1.00 %	Inflation: 3.00 %
Reserve Fund Strength Calculations: (All values of Fiscal Year Start Date)	Projected Reserve Balance Changes	

Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Funding Needs Risk	% Increase		Loan or Special Funding Needs	Interest Income	Reserve Expenses
					In Annual Contribs.	Reserve Contribs.			
2019	\$421,600	\$1,105,138	38.1 %	Medium	0.00 %	\$132,650	\$0	\$4,512	\$77,625
2020	\$481,137	\$1,156,592	41.6 %	Medium	3.00 %	\$136,630	\$0	\$5,248	\$54,127
2021	\$568,888	\$1,236,741	46.0 %	Medium	3.00 %	\$140,728	\$0	\$5,512	\$181,175
2022	\$533,953	\$1,191,470	44.8 %	Medium	3.00 %	\$144,950	\$0	\$6,092	\$0
2023	\$684,995	\$1,334,578	51.3 %	Medium	3.00 %	\$149,299	\$0	\$7,567	\$12,831
2024	\$829,030	\$1,471,985	56.3 %	Medium	3.00 %	\$153,778	\$0	\$7,747	\$269,502
2025	\$721,053	\$1,352,460	53.3 %	Medium	3.00 %	\$158,391	\$0	\$7,724	\$62,747
2026	\$824,420	\$1,445,724	57.0 %	Medium	3.00 %	\$163,143	\$0	\$9,040	\$12,299
2027	\$984,304	\$1,597,268	61.6 %	Medium	3.00 %	\$168,037	\$0	\$10,732	\$0
2028	\$1,163,073	\$1,769,651	65.7 %	Medium	3.00 %	\$173,078	\$0	\$12,479	\$14,874
2029	\$1,333,756	\$1,935,618	68.9 %	Medium	3.00 %	\$178,271	\$0	\$7,925	\$1,268,019
2030	\$251,933	\$819,672	30.7 %	Medium	3.00 %	\$183,619	\$0	\$3,088	\$72,741
2031	\$365,898	\$905,344	40.4 %	Medium	3.00 %	\$189,127	\$0	\$3,403	\$243,484
2032	\$314,943	\$821,802	38.3 %	Medium	3.00 %	\$194,801	\$0	\$4,142	\$0
2033	\$513,887	\$990,745	51.9 %	Medium	3.00 %	\$200,645	\$0	\$6,084	\$17,244
2034	\$703,372	\$1,151,324	61.1 %	Medium	3.00 %	\$206,664	\$0	\$5,600	\$498,550
2035	\$417,087	\$825,433	50.5 %	Medium	3.00 %	\$212,864	\$0	\$4,836	\$84,327
2036	\$550,459	\$921,007	59.8 %	Medium	3.00 %	\$219,250	\$0	\$6,631	\$0
2037	\$776,341	\$1,111,036	69.9 %	Medium	3.00 %	\$225,828	\$0	\$8,933	\$0
2038	\$1,011,102	\$1,311,637	77.1 %	Low	3.00 %	\$232,603	\$0	\$11,225	\$19,990
2039	\$1,234,940	\$1,502,685	82.2 %	Low	3.00 %	\$239,581	\$0	\$12,905	\$140,199
2040	\$1,347,227	\$1,580,817	85.2 %	Low	3.00 %	\$246,768	\$0	\$14,283	\$97,758
2041	\$1,510,519	\$1,710,331	88.3 %	Low	3.00 %	\$254,171	\$0	\$14,711	\$346,384
2042	\$1,433,018	\$1,593,129	89.9 %	Low	3.00 %	\$261,796	\$0	\$15,711	\$0
2043	\$1,710,525	\$1,834,835	93.2 %	Low	3.00 %	\$269,650	\$0	\$18,422	\$23,174
2044	\$1,975,423	\$2,065,741	95.6 %	Low	3.00 %	\$277,740	\$0	\$18,795	\$486,751
2045	\$1,785,207	\$1,832,080	97.4 %	Low	2.50 %	\$284,683	\$0	\$18,795	\$113,329
2046	\$1,975,356	\$1,982,207	99.7 %	Low	2.50 %	\$291,800	\$0	\$21,310	\$0
2047	\$2,288,467	\$2,259,923	101.3 %	Low	2.50 %	\$299,095	\$0	\$24,492	\$0
2048	\$2,612,054	\$2,552,517	102.3 %	Low	2.50 %	\$306,573	\$0	\$27,646	\$26,865

30-Year Income/Expense Detail (yrs 0 through 4)

17918-0
Full

Fiscal Year	2019	2020	2021	2022	2023
Starting Reserve Balance	\$421,600	\$481,137	\$568,888	\$533,953	\$684,995
Annual Reserve Contribution	\$132,650	\$136,630	\$140,728	\$144,950	\$149,299
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$4,512	\$5,248	\$5,512	\$6,092	\$7,567
Total Income	\$558,762	\$623,014	\$715,128	\$684,995	\$841,861
# Component					
General Common Areas					
201 Asphalt - Remove & Replace	\$0	\$0	\$0	\$0	\$0
202 Asphalt - Seal/Repair	\$10,125	\$0	\$0	\$0	\$0
204 Concrete Swales - Replace	\$0	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
324 Exterior Wall Lights - Replace	\$0	\$0	\$0	\$0	\$0
413 Flag Pole - Replace	\$0	\$0	\$0	\$0	\$0
701 Sliding Entry Doors - Replace	\$0	\$0	\$0	\$0	\$0
1107 Metal Fence/Rail - Repaint	\$0	\$0	\$0	\$0	\$3,714
1113 Metal Surfaces - Repaint	\$0	\$0	\$0	\$0	\$9,117
1116 Wood Surfaces - Repaint	\$0	\$54,127	\$0	\$0	\$0
1121 Wood Siding - Replace	\$0	\$0	\$0	\$0	\$0
1303 Comp Shingle Roof - Replace	\$0	\$0	\$0	\$0	\$0
Building Interior					
325 Fluorescent Strips - Replace	\$0	\$0	\$0	\$0	\$0
325 Interior Lights - Replace	\$0	\$0	\$0	\$0	\$0
601 Carpet - Replace	\$0	\$0	\$116,699	\$0	\$0
602 Linoleum Flooring - Replace	\$0	\$0	\$21,801	\$0	\$0
603 Tile Floor - Replace	\$0	\$0	\$0	\$0	\$0
904 Built-In Furniture - Replace	\$0	\$0	\$0	\$0	\$0
908 Window Treatments - Replace	\$0	\$0	\$0	\$0	\$0
909 Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
1110 Interior Surfaces - Repaint	\$0	\$0	\$34,320	\$0	\$0
1111 Interior Wood Surfaces - Repaint	\$0	\$0	\$8,355	\$0	\$0
Mechanical and Systems					
302 Generator - Replace	\$0	\$0	\$0	\$0	\$0
303 Liquid Chiller - Replace	\$0	\$0	\$0	\$0	\$0
304 Liquid Chiller - Refurbish	\$67,500	\$0	\$0	\$0	\$0
305 Air Handlers - Replace	\$0	\$0	\$0	\$0	\$0
312 Cooling Tower - Replace	\$0	\$0	\$0	\$0	\$0
330 Backup Lighting System - Replace	\$0	\$0	\$0	\$0	\$0
801 HVAC Boiler - Replace	\$0	\$0	\$0	\$0	\$0
1801 Elevator - Modernize	\$0	\$0	\$0	\$0	\$0
1802 Elevator Cab - Remodel	\$0	\$0	\$0	\$0	\$0
1803 Fire Alarm Panels - Replace	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$77,625	\$54,127	\$181,175	\$0	\$12,831
Ending Reserve Balance	\$481,137	\$568,888	\$533,953	\$684,995	\$829,030

Fiscal Year	2024	2025	2026	2027	2028
Starting Reserve Balance	\$829,030	\$721,053	\$824,420	\$984,304	\$1,163,073
Annual Reserve Contribution	\$153,778	\$158,391	\$163,143	\$168,037	\$173,078
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$7,747	\$7,724	\$9,040	\$10,732	\$12,479
Total Income	\$990,555	\$887,168	\$996,603	\$1,163,073	\$1,348,630
# Component					
General Common Areas					
201 Asphalt - Remove & Replace	\$0	\$0	\$0	\$0	\$0
202 Asphalt - Seal/Repair	\$11,738	\$0	\$0	\$0	\$0
204 Concrete Swales - Replace	\$0	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
324 Exterior Wall Lights - Replace	\$2,434	\$0	\$0	\$0	\$0
413 Flag Pole - Replace	\$0	\$0	\$0	\$0	\$0
701 Sliding Entry Doors - Replace	\$18,548	\$0	\$0	\$0	\$0
1107 Metal Fence/Rail - Repaint	\$0	\$0	\$0	\$0	\$4,306
1113 Metal Surfaces - Repaint	\$0	\$0	\$0	\$0	\$10,569
1116 Wood Surfaces - Repaint	\$0	\$62,747	\$0	\$0	\$0
1121 Wood Siding - Replace	\$0	\$0	\$0	\$0	\$0
1303 Comp Shingle Roof - Replace	\$0	\$0	\$0	\$0	\$0
Building Interior					
325 Fluorescent Strips - Replace	\$16,230	\$0	\$0	\$0	\$0
325 Interior Lights - Replace	\$19,128	\$0	\$0	\$0	\$0
601 Carpet - Replace	\$0	\$0	\$0	\$0	\$0
602 Linoleum Flooring - Replace	\$0	\$0	\$0	\$0	\$0
603 Tile Floor - Replace	\$0	\$0	\$0	\$0	\$0
904 Built-In Furniture - Replace	\$0	\$0	\$0	\$0	\$0
908 Window Treatments - Replace	\$9,274	\$0	\$0	\$0	\$0
909 Bathrooms - Refurbish	\$46,371	\$0	\$0	\$0	\$0
1110 Interior Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
1111 Interior Wood Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
Mechanical and Systems					
302 Generator - Replace	\$0	\$0	\$0	\$0	\$0
303 Liquid Chiller - Replace	\$0	\$0	\$0	\$0	\$0
304 Liquid Chiller - Refurbish	\$0	\$0	\$0	\$0	\$0
305 Air Handlers - Replace	\$10,433	\$0	\$0	\$0	\$0
312 Cooling Tower - Replace	\$64,340	\$0	\$0	\$0	\$0
330 Backup Lighting System - Replace	\$14,491	\$0	\$0	\$0	\$0
801 HVAC Boiler - Replace	\$23,185	\$0	\$0	\$0	\$0
1801 Elevator - Modernize	\$0	\$0	\$0	\$0	\$0
1802 Elevator Cab - Remodel	\$0	\$0	\$12,299	\$0	\$0
1803 Fire Alarm Panels - Replace	\$33,329	\$0	\$0	\$0	\$0
Total Expenses	\$269,502	\$62,747	\$12,299	\$0	\$14,874
Ending Reserve Balance	\$721,053	\$824,420	\$984,304	\$1,163,073	\$1,333,756

Fiscal Year	2029	2030	2031	2032	2033
Starting Reserve Balance	\$1,333,756	\$251,933	\$365,898	\$314,943	\$513,887
Annual Reserve Contribution	\$178,271	\$183,619	\$189,127	\$194,801	\$200,645
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$7,925	\$3,088	\$3,403	\$4,142	\$6,084
Total Income	\$1,519,952	\$438,639	\$558,428	\$513,887	\$720,616
# Component					
General Common Areas					
201 Asphalt - Remove & Replace	\$254,672	\$0	\$0	\$0	\$0
202 Asphalt - Seal/Repair	\$13,607	\$0	\$0	\$0	\$0
204 Concrete Swales - Replace	\$14,783	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$42,333	\$0	\$0	\$0	\$0
324 Exterior Wall Lights - Replace	\$0	\$0	\$0	\$0	\$0
413 Flag Pole - Replace	\$0	\$0	\$0	\$0	\$0
701 Sliding Entry Doors - Replace	\$0	\$0	\$0	\$0	\$0
1107 Metal Fence/Rail - Repaint	\$0	\$0	\$0	\$0	\$4,992
1113 Metal Surfaces - Repaint	\$0	\$0	\$0	\$0	\$12,252
1116 Wood Surfaces - Repaint	\$0	\$72,741	\$0	\$0	\$0
1121 Wood Siding - Replace	\$0	\$0	\$0	\$0	\$0
1303 Comp Shingle Roof - Replace	\$297,006	\$0	\$0	\$0	\$0
Building Interior					
325 Fluorescent Strips - Replace	\$0	\$0	\$0	\$0	\$0
325 Interior Lights - Replace	\$0	\$0	\$0	\$0	\$0
601 Carpet - Replace	\$0	\$0	\$156,834	\$0	\$0
602 Linoleum Flooring - Replace	\$0	\$0	\$29,299	\$0	\$0
603 Tile Floor - Replace	\$100,659	\$0	\$0	\$0	\$0
904 Built-In Furniture - Replace	\$195,540	\$0	\$0	\$0	\$0
908 Window Treatments - Replace	\$0	\$0	\$0	\$0	\$0
909 Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
1110 Interior Surfaces - Repaint	\$0	\$0	\$46,123	\$0	\$0
1111 Interior Wood Surfaces - Repaint	\$0	\$0	\$11,228	\$0	\$0
Mechanical and Systems					
302 Generator - Replace	\$0	\$0	\$0	\$0	\$0
303 Liquid Chiller - Replace	\$161,270	\$0	\$0	\$0	\$0
304 Liquid Chiller - Refurbish	\$90,714	\$0	\$0	\$0	\$0
305 Air Handlers - Replace	\$0	\$0	\$0	\$0	\$0
312 Cooling Tower - Replace	\$0	\$0	\$0	\$0	\$0
330 Backup Lighting System - Replace	\$0	\$0	\$0	\$0	\$0
801 HVAC Boiler - Replace	\$0	\$0	\$0	\$0	\$0
1801 Elevator - Modernize	\$97,434	\$0	\$0	\$0	\$0
1802 Elevator Cab - Remodel	\$0	\$0	\$0	\$0	\$0
1803 Fire Alarm Panels - Replace	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$1,268,019	\$72,741	\$243,484	\$0	\$17,244
Ending Reserve Balance	\$251,933	\$365,898	\$314,943	\$513,887	\$703,372

Fiscal Year	2034	2035	2036	2037	2038
Starting Reserve Balance	\$703,372	\$417,087	\$550,459	\$776,341	\$1,011,102
Annual Reserve Contribution	\$206,664	\$212,864	\$219,250	\$225,828	\$232,603
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$5,600	\$4,836	\$6,631	\$8,933	\$11,225
Total Income	\$915,636	\$634,787	\$776,341	\$1,011,102	\$1,254,930
# Component					
General Common Areas					
201 Asphalt - Remove & Replace	\$0	\$0	\$0	\$0	\$0
202 Asphalt - Seal/Repair	\$15,774	\$0	\$0	\$0	\$0
204 Concrete Swales - Replace	\$0	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
324 Exterior Wall Lights - Replace	\$0	\$0	\$0	\$0	\$0
413 Flag Pole - Replace	\$4,479	\$0	\$0	\$0	\$0
701 Sliding Entry Doors - Replace	\$0	\$0	\$0	\$0	\$0
1107 Metal Fence/Rail - Repaint	\$0	\$0	\$0	\$0	\$5,787
1113 Metal Surfaces - Repaint	\$0	\$0	\$0	\$0	\$14,203
1116 Wood Surfaces - Repaint	\$0	\$84,327	\$0	\$0	\$0
1121 Wood Siding - Replace	\$283,550	\$0	\$0	\$0	\$0
1303 Comp Shingle Roof - Replace	\$0	\$0	\$0	\$0	\$0
Building Interior					
325 Fluorescent Strips - Replace	\$0	\$0	\$0	\$0	\$0
325 Interior Lights - Replace	\$0	\$0	\$0	\$0	\$0
601 Carpet - Replace	\$0	\$0	\$0	\$0	\$0
602 Linoleum Flooring - Replace	\$0	\$0	\$0	\$0	\$0
603 Tile Floor - Replace	\$0	\$0	\$0	\$0	\$0
904 Built-In Furniture - Replace	\$0	\$0	\$0	\$0	\$0
908 Window Treatments - Replace	\$0	\$0	\$0	\$0	\$0
909 Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
1110 Interior Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
1111 Interior Wood Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
Mechanical and Systems					
302 Generator - Replace	\$194,746	\$0	\$0	\$0	\$0
303 Liquid Chiller - Replace	\$0	\$0	\$0	\$0	\$0
304 Liquid Chiller - Refurbish	\$0	\$0	\$0	\$0	\$0
305 Air Handlers - Replace	\$0	\$0	\$0	\$0	\$0
312 Cooling Tower - Replace	\$0	\$0	\$0	\$0	\$0
330 Backup Lighting System - Replace	\$0	\$0	\$0	\$0	\$0
801 HVAC Boiler - Replace	\$0	\$0	\$0	\$0	\$0
1801 Elevator - Modernize	\$0	\$0	\$0	\$0	\$0
1802 Elevator Cab - Remodel	\$0	\$0	\$0	\$0	\$0
1803 Fire Alarm Panels - Replace	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$498,550	\$84,327	\$0	\$0	\$19,990
Ending Reserve Balance	\$417,087	\$550,459	\$776,341	\$1,011,102	\$1,234,940

Fiscal Year	2039	2040	2041	2042	2043
Starting Reserve Balance	\$1,234,940	\$1,347,227	\$1,510,519	\$1,433,018	\$1,710,525
Annual Reserve Contribution	\$239,581	\$246,768	\$254,171	\$261,796	\$269,650
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$12,905	\$14,283	\$14,711	\$15,711	\$18,422
Total Income	\$1,487,426	\$1,608,277	\$1,779,402	\$1,710,525	\$1,998,597
# Component					
General Common Areas					
201 Asphalt - Remove & Replace	\$0	\$0	\$0	\$0	\$0
202 Asphalt - Seal/Repair	\$18,287	\$0	\$0	\$0	\$0
204 Concrete Swales - Replace	\$0	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
324 Exterior Wall Lights - Replace	\$0	\$0	\$0	\$0	\$0
413 Flag Pole - Replace	\$0	\$0	\$0	\$0	\$0
701 Sliding Entry Doors - Replace	\$0	\$0	\$0	\$0	\$0
1107 Metal Fence/Rail - Repaint	\$0	\$0	\$0	\$0	\$6,708
1113 Metal Surfaces - Repaint	\$0	\$0	\$0	\$0	\$16,466
1116 Wood Surfaces - Repaint	\$0	\$97,758	\$0	\$0	\$0
1121 Wood Siding - Replace	\$0	\$0	\$0	\$0	\$0
1303 Comp Shingle Roof - Replace	\$0	\$0	\$0	\$0	\$0
Building Interior					
325 Fluorescent Strips - Replace	\$0	\$0	\$0	\$0	\$0
325 Interior Lights - Replace	\$0	\$0	\$0	\$0	\$0
601 Carpet - Replace	\$0	\$0	\$210,771	\$0	\$0
602 Linoleum Flooring - Replace	\$0	\$0	\$39,376	\$0	\$0
603 Tile Floor - Replace	\$0	\$0	\$0	\$0	\$0
904 Built-In Furniture - Replace	\$0	\$0	\$0	\$0	\$0
908 Window Treatments - Replace	\$0	\$0	\$0	\$0	\$0
909 Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
1110 Interior Surfaces - Repaint	\$0	\$0	\$61,986	\$0	\$0
1111 Interior Wood Surfaces - Repaint	\$0	\$0	\$15,089	\$0	\$0
Mechanical and Systems					
302 Generator - Replace	\$0	\$0	\$0	\$0	\$0
303 Liquid Chiller - Replace	\$0	\$0	\$0	\$0	\$0
304 Liquid Chiller - Refurbish	\$121,913	\$0	\$0	\$0	\$0
305 Air Handlers - Replace	\$0	\$0	\$0	\$0	\$0
312 Cooling Tower - Replace	\$0	\$0	\$0	\$0	\$0
330 Backup Lighting System - Replace	\$0	\$0	\$0	\$0	\$0
801 HVAC Boiler - Replace	\$0	\$0	\$0	\$0	\$0
1801 Elevator - Modernize	\$0	\$0	\$0	\$0	\$0
1802 Elevator Cab - Remodel	\$0	\$0	\$19,161	\$0	\$0
1803 Fire Alarm Panels - Replace	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$140,199	\$97,758	\$346,384	\$0	\$23,174
Ending Reserve Balance	\$1,347,227	\$1,510,519	\$1,433,018	\$1,710,525	\$1,975,423

Fiscal Year	2044	2045	2046	2047	2048
Starting Reserve Balance	\$1,975,423	\$1,785,207	\$1,975,356	\$2,288,467	\$2,612,054
Annual Reserve Contribution	\$277,740	\$284,683	\$291,800	\$299,095	\$306,573
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$18,795	\$18,795	\$21,310	\$24,492	\$27,646
Total Income	\$2,271,958	\$2,088,685	\$2,288,467	\$2,612,054	\$2,946,272
# Component					
General Common Areas					
201 Asphalt - Remove & Replace	\$0	\$0	\$0	\$0	\$0
202 Asphalt - Seal/Repair	\$21,200	\$0	\$0	\$0	\$0
204 Concrete Swales - Replace	\$0	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
324 Exterior Wall Lights - Replace	\$4,397	\$0	\$0	\$0	\$0
413 Flag Pole - Replace	\$0	\$0	\$0	\$0	\$0
701 Sliding Entry Doors - Replace	\$33,500	\$0	\$0	\$0	\$0
1107 Metal Fence/Rail - Repaint	\$0	\$0	\$0	\$0	\$7,777
1113 Metal Surfaces - Repaint	\$0	\$0	\$0	\$0	\$19,088
1116 Wood Surfaces - Repaint	\$0	\$113,329	\$0	\$0	\$0
1121 Wood Siding - Replace	\$0	\$0	\$0	\$0	\$0
1303 Comp Shingle Roof - Replace	\$0	\$0	\$0	\$0	\$0
Building Interior					
325 Fluorescent Strips - Replace	\$29,313	\$0	\$0	\$0	\$0
325 Interior Lights - Replace	\$34,547	\$0	\$0	\$0	\$0
601 Carpet - Replace	\$0	\$0	\$0	\$0	\$0
602 Linoleum Flooring - Replace	\$0	\$0	\$0	\$0	\$0
603 Tile Floor - Replace	\$0	\$0	\$0	\$0	\$0
904 Built-In Furniture - Replace	\$0	\$0	\$0	\$0	\$0
908 Window Treatments - Replace	\$16,750	\$0	\$0	\$0	\$0
909 Bathrooms - Refurbish	\$83,751	\$0	\$0	\$0	\$0
1110 Interior Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
1111 Interior Wood Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
Mechanical and Systems					
302 Generator - Replace	\$0	\$0	\$0	\$0	\$0
303 Liquid Chiller - Replace	\$0	\$0	\$0	\$0	\$0
304 Liquid Chiller - Refurbish	\$0	\$0	\$0	\$0	\$0
305 Air Handlers - Replace	\$18,844	\$0	\$0	\$0	\$0
312 Cooling Tower - Replace	\$116,205	\$0	\$0	\$0	\$0
330 Backup Lighting System - Replace	\$26,172	\$0	\$0	\$0	\$0
801 HVAC Boiler - Replace	\$41,876	\$0	\$0	\$0	\$0
1801 Elevator - Modernize	\$0	\$0	\$0	\$0	\$0
1802 Elevator Cab - Remodel	\$0	\$0	\$0	\$0	\$0
1803 Fire Alarm Panels - Replace	\$60,196	\$0	\$0	\$0	\$0
Total Expenses	\$486,751	\$113,329	\$0	\$0	\$26,865
Ending Reserve Balance	\$1,785,207	\$1,975,356	\$2,288,467	\$2,612,054	\$2,919,407

Accuracy, Limitations, and Disclosures

Association Reserves and its employees have no ownership, management, or other business relationships with the client other than this Reserve Study engagement. Robert M. Nordlund, P.E., R.S., company Founder/CEO, is a California licensed Professional Engineer (Mechanical, #22322), and credentialed Reserve Specialist (#5). All work done by Association Reserves is performed under his Responsible Charge and is performed in accordance with National Reserve Study Standards (NRSS). There are no material issues to our knowledge that have not been disclosed to the client that would cause a distortion of the client's situation.

Per NRSS, information provided by official representative(s) of the client, vendors, and suppliers regarding financial details, component physical details and/or quantities, or historical issues/conditions will be deemed reliable, and is not intended to be used for the purpose of any type of audit, quality/forensic analysis, or background checks of historical records. As such, information provided to us has not been audited or independently verified.

Estimates for interest and inflation have been included, because including such estimates are more accurate than ignoring them completely. When we are hired to prepare Update reports, the client is considered to have deemed those previously developed component quantities as accurate and reliable, whether established by our firm or other individuals/firms (unless specifically mentioned in our Site Inspection Notes). During inspections our company standard is to establish measurements within 5% accuracy, and our scope includes visual inspection of accessible areas and components and does not include any destructive or other testing. Our work is done only for budget purposes. Uses or expectations outside our expertise and scope of work include, but are not limited to, project audit, quality inspection, and the identification of construction defects, hazardous materials, or dangerous conditions. Identifying hidden issues such as but not limited to plumbing or electrical problems are also outside our scope of work. Our estimates assume proper original installation & construction, adherence to recommended preventive maintenance, a stable economic environment, and do not consider frequency or severity of natural disasters. Our opinions of component Useful Life, Remaining Useful Life, and current or future cost estimates are not a warranty or guarantee of actual costs or timing.

Because the physical and financial status of the property, legislation, the economy, weather, owner expectations, and usage are all in a continual state of change over which we have no control, we do not expect that the events projected in this document will all occur exactly as planned. This Reserve Study is by nature a "one-year" document in need of being updated annually so that more accurate estimates can be incorporated. It is only because a long-term perspective improves the accuracy of near-term planning that this Report projects expenses into the future. We fully expect a number of adjustments will be necessary through the interim years to the cost and timing of expense projections and the funding necessary to prepare for those estimated expenses.

In this engagement our compensation is not contingent upon our conclusions, and our liability in any matter involving this Reserve Study is limited to our fee for services rendered.

Terms and Definitions

BTU	British Thermal Unit (a standard unit of energy)
DIA	Diameter
GSF	Gross Square Feet (area). Equivalent to Square Feet
GSY	Gross Square Yards (area). Equivalent to Square Yards
HP	Horsepower
LF	Linear Feet (length)
Effective Age	The difference between Useful Life and Remaining Useful Life. Note that this is not necessarily equivalent to the chronological age of the component.
Fully Funded Balance (FFB)	The value of the deterioration of the Reserve Components. This is the fraction of life "used up" of each component multiplied by its estimated Current Replacement. While calculated for each component, it is summed together for an property total.
Inflation	Cost factors are adjusted for inflation at the rate defined in the Executive Summary and compounded annually. These increasing costs can be seen as you follow the recurring cycles of a component on the "30-yr Income/Expense Detail" table.
Interest	Interest earnings on Reserve Funds are calculated using the average balance for the year (taking into account income and expenses through the year) and compounded monthly using the rate defined in the Executive Summary. Annual interest earning assumption appears in the Executive Summary.
Percent Funded	The ratio, at a particular point in time (the first day of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage.
Remaining Useful Life (RUL)	The estimated time, in years, that a common area component can be expected to continue to serve its intended function.
Useful Life (UL)	The estimated time, in years, that a common area component can be expected to serve its intended function.

Component Details

The primary purpose of the Component Details appendix is to provide the reader with the basis of our funding assumptions resulting from our physical analysis and subsequent research. The information presented here represents a wide range of components that were observed and measured against National Reserve Study Standards to determine if they meet the criteria for reserve funding.

- 1) Common area repair & replacement responsibility
- 2) Component must have a limited useful life
- 3) Life limit must be predictable
- 4) Above a minimum threshold cost (board's discretion – typically ½ to 1% of Annual operating expenses).

Not all your components may have been found appropriate for reserve funding. In our judgment, the components meeting the above four criteria are shown with the Useful Life (how often the project is expected to occur), Remaining Useful Life (when the next instance of the expense will be) and representative market cost range termed “Best Cost” and “Worst Cost”. There are many factors that can result in a wide variety of potential costs, and we have attempted to present the cost range in which your actual expense will occur.

Where no Useful Life, Remaining Useful Life, or pricing exists, the component was deemed inappropriate for Reserve Funding.

General Common Areas

Comp #: 103 Concrete Walk - Repair

Quantity: Extensive GSF

Location: Grounds, parking areas
 Funded?: No. Long life, inappropriate for Reserve designation.
 History: Original to property

Comments: Under normal circumstances these surfaces should reach a very long useful life with no expectation for complete replacement. Best to inspect on a regular basis for trip-hazards. We recommend that the City fund for concrete repairs and pressure-washing on an annual basis as an Operating expense. No Reserve funding required but if annual maintenance is neglected future funding may be needed.

Useful Life:
0 years

Remaining Life:
0 years



Best Case: \$ 0

Worst Case: \$ 0

Cost Source:

Comp #: 201 Asphalt - Remove & Replace

Quantity: Approx 63100 GSF

Location: Entry and parking areas
 Funded?: Yes. Meets National Reserve Study Standards four-part test
 History: Original to property

Comments: The asphalt is raveled and stained with local areas of minor cracking. No severe damage observed. In fair overall condition. Regular seal (refer to #202) projects will help to extend the useful life of this component.

Useful Life:
25 years

Remaining Life:
10 years



Best Case: \$ 158,000

Worst Case: \$ 221,000

Lower estimate to grind and overlay,
\$2.50/GSF

Higher estimate, \$3.50/Sq Ft

Cost Source: ARI Cost Database

Comp #: 202 Asphalt - Seal/Repair

Quantity: Approx 63100 GSF

Location: Entry and Parking areas

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Last sealed approx 2013

Comments: General cracks and staining observed. Seal is in poor condition. Asphalt should be sealed regularly to ensure a full useful life. Sealing at regular intervals restores the appearance and minimizes penetration of water and other surface contaminants.

Useful Life:
5 years

Remaining Life:
0 years



Best Case: \$ 8,850

Worst Case: \$ 11,400

Lower estimate to clean, prep, and seal,
\$.14/GSF

Higher estimate, includes crack repairs

Cost Source: ARI Cost Database

Comp #: 204 Concrete Swales - Replace

Quantity: Approx 1000 GSF

Location:

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: Fair condition with local areas of cracking. Best to plan for replacement to coincide with the asphalt remove and replace project (refer to #201) to maximize efficiency.

Useful Life:
25 years

Remaining Life:
10 years



Best Case: \$ 10,000

Worst Case: \$ 12,000

Lower estimate for replacement

Higher estimate

Cost Source: ARI Cost Database

Comp #: 319 Driveway Lights - Replace

Quantity: (4) Fixtures

Location: Driveway entry to facility

Funded?: No. Too small cost and life too indeterminate for Reserve designation. Best to replace as needed as an operating expense.

History:

Comments: Inspected during daylight hours but assumed to be functional.

Useful Life:
0 years

Remaining Life:
0 years



Best Case: \$ 0

Worst Case: \$ 0

Cost Source:

Comp #: 320 Pole Lights - Replace

Quantity: (18) Fixtures 20' Tall

Location: Driveway and parking lot area

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property.

Comments: Inspected during daylight hours but assumed to be functional. Upright and sturdy with no signs of advanced damage or abuse. In fair condition. It is best to eventually replace all of the pole lights at the same time to maintain a uniform appearance. Clean the fixtures on a regular basis to ensure full illumination.

Useful Life:
25 years

Remaining Life:
10 years



Best Case: \$ 27,000

Worst Case: \$ 36,000

Lower estimate to replace, \$1500 ea, installed

Higher estimate, \$2000 ea

Cost Source: ARI Cost Database

Comp #: 324 Exterior Wall Lights - Replace

Quantity: (12) Fixtures

Location: Exterior of building

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: Inspected during daylight hours but assumed to be functional. Fixtures exhibit moderate wear and aging. No significant deterioration evident. In fair condition. Best to eventually replace all at once to maintain a uniform appearance.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 1,800

Worst Case: \$ 2,400

Lower estimate to replace, \$150 ea, installed

Higher estimate, \$200 ea

Cost Source: ARI Cost Database

Comp #: 413 Flag Pole - Replace

Quantity: (1) Flag Pole

Location: Entry to property

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: Pole is strong and sturdy. Spun aluminum. No significant deterioration or abuse observed during inspection. In fair condition.

Useful Life:
30 years

Remaining Life:
15 years



Best Case: \$ 2,500

Worst Case: \$ 3,250

Lower estimate to remove and replace

Higher estimate

Cost Source: ARI Cost Database

Comp #: 701 Sliding Entry Doors - Replace

Quantity: (2) Metal/Glass Doors

Location: Main Entry

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: The doors were fully operational at the time of the inspection. No reported problems but the doors did seem to be unusually noisy when opening and closing. No major exterior wear observed. Plan to cycle replacement with sensor and keypad replacement projects for efficiency.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 12,000

Worst Case: \$ 20,000

Lower estimate to replace

Higher estimate

Cost Source: ARI Cost Database

Comp #: 1107 Metal Fence/Rail - Repaint

Quantity: Approx 300 LF

Location: Building exterior walkway, entry, and parking areas

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Last repainted in 2018

Comments: Minor wear but no chipping or rust observed. Paint coverage is in good condition. Regular paint cycles will help protect the ironwork from damaging weather and irrigation elements while maintaining an attractive appearance.

Useful Life:
5 years

Remaining Life:
4 years



Best Case: \$ 3,000

Worst Case: \$ 3,600

Lower estimate to prep and paint

Higher estimate

Cost Source: Client Cost History.

Comp #: 1113 Metal Surfaces - Repaint

Quantity: Ext. Doors/Trash Gates

Location: Doors, gates, trim areas
 Funded?: Yes. Meets National Reserve Study Standards four-part test
 History: Last painted in 2018.

Comments: Minor wear observed but no significant deterioration witnessed at this time. Paint coverage is in good condition. Stick to repaint cycles to maintain aesthetics and to help achieve full useful lives of these assets.

Useful Life:
 5 years

Remaining Life:
 4 years



Best Case: \$ 7,100

Worst Case: \$ 9,100

Lower estimate to prep and paint

Higher estimate

Cost Source: Client Cost History

Comp #: 1116 Wood Surfaces - Repaint

Quantity: Approx 23300 GSF

Location: Exterior surfaces and trim
 Funded?: Yes. Meets National Reserve Study Standards four-part test
 History: Unknown

Comments: Consists of the roof perimeter's wood trim center trellis and wood shingle siding. Signs of dryness and cracking. Paint coverage is in declining condition. Regular paint cycles will help protect the wood surfaces from damaging weather elements that cause dry-rotting and warping.

Useful Life:
 5 years

Remaining Life:
 1 years



Best Case: \$ 46,600

Worst Case: \$ 58,500

Lower estimate to prep and paint

Higher estimate

Cost Source: ARI Cost Database

Comp #: 1121 Wood Siding - Replace

Quantity: Approx 10100 GSF

Location: Building exterior surfaes

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: Conditions vary among locations. Dryness and discoloration was noticed while on-site. Regular painting will help extend the useful life of this component. No severe damage detected at this time. In fair overall condition. Anticipate the need for eventual replacement to maintain this asset.

Useful Life:
30 years

Remaining Life:
15 years



Best Case: \$ 162,000

Worst Case: \$ 202,000

Lower estimate to remove and replace,
\$16/GSF

Higher estimate, \$20/GSF

Cost Source: ARI Cost Database

Comp #: 1124 Stone Siding - Replace

Quantity: Approx 6300 GSF

Location: Lower areas, building exterior

Funded?: No. This is a long life component with no expectation to ever completely replace this surface. Make any local repairs as necessary as an operating expense.

History:

Comments: No damage or abuse was observed. Good attractive condition.

Useful Life:
0 years

Remaining Life:
0 years



Best Case: \$ 0

Worst Case: \$ 0

Cost Source:

Comp #: 1303 Comp Shingle Roof - Replace

Quantity: Approx 40200 GSF

Location: Rooftop

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: The shingles are intact and properly aligned. No signs of looseness, lifting, curling, or missing shingles. No reports of water intrusion. In fair condition.

Useful Life:
25 years

Remaining Life:
10 years



Best Case: \$ 201,000

Worst Case: \$ 241,000

Lower estimate to remove and replace,
\$5/GSF

Higher estimate, \$6/GSF

Cost Source: ARI Cost Database

Comp #: 1402 Signage - Replace

Quantity: (4) Signs

Location: Main entry courtyard

Funded?: No. Too small cost and life too indeterminate for Reserve designation

History:

Comments: Good attractive condition. No damage or abuse noted.

Useful Life:
0 years

Remaining Life:
0 years



Best Case: \$ 0

Worst Case: \$ 0

Cost Source:

Building Interior

Comp #: 325 Fluorescent Strips - Replace

Quantity: Approx (50) Fixtures

Location: Interior common spaces

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: Comprised of (10) 57 LF 14-Section Strips (10) 40 LF 10-Section Strips (12) 8 LF 2-Section Strips (6) 18 LF 4-Section Strips and (12) 5 LF Single Strips. All fixtures are functional and intact. No reported problems. No signs of any severe damage or loose wiring. In fair condition.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 12,000

Worst Case: \$ 16,000

Lower estimate to replace with similar fixtures

Higher estimate

Cost Source: ARI Cost Database

Comp #: 325 Interior Lights - Replace

Quantity: (88) Fixtures

Location: Common interior spaces

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: Varying styles and conditions noted but all appear to be functional and aging normally. No signs of any unexpected wear or deterioration. No reported problems. In fair condition.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 13,200

Worst Case: \$ 19,800

Lower estimate to replace, \$150 ea

Higher estimate, \$225 ea

Cost Source: ARI Cost Database

Comp #: 601 Carpet - Replace

Quantity: Approx 2000 GSY

Location: Interior common spaces

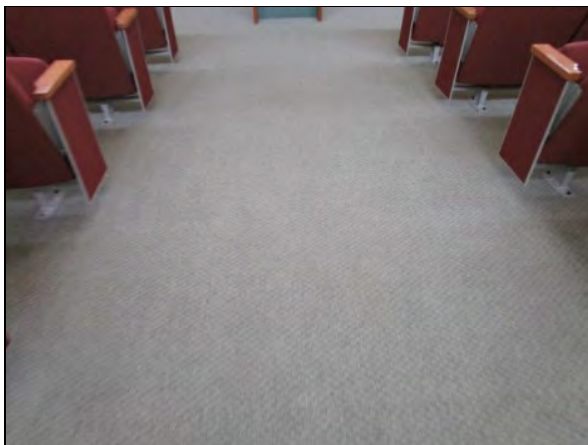
Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Reportedly replaced approx 2011

Comments: The carpet is intact but displays moderate to heavy wear in areas with more frequent traffic. No tearing or fraying noted. Generally fair conditions observed throughout. Best to cycle replacement with the interior repainting projects (refer to #1110).

Useful Life:
10 years

Remaining Life:
2 years



Best Case: \$ 100,000

Worst Case: \$ 120,000

Lower estimate to replace, \$50/Sq Yd

Higher estimate, sturdier grade carpet

Cost Source: ARI Cost Database

Comp #: 602 Linoleum Flooring - Replace

Quantity: Approx 2930 GSF

Location: Staff areas

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Reportedly new in approx 2011

Comments: No signs of major deterioration or damage. General wear/tear and usage evident throughout. In fair overall condition.

Useful Life:
10 years

Remaining Life:
2 years



Best Case: \$ 17,600

Worst Case: \$ 23,500

Lower estimate to remove and replace, \$6/Sq Ft

Higher estimate , \$8/Sq Ft

Cost Source: Client Cost History

Comp #: 603 Tile Floor - Replace

Quantity: Approx 4680 GSF

Location: Throughout common areas

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: The tile floors are free from any cracking or heavy staining. All surfaces appear to be fully intact with no missing or broken tiles. In fair overall condition. Although the tile floors should be expected to reach a long useful life it is best to fund for eventual replacement.

Useful Life:
25 years

Remaining Life:
10 years



Best Case: \$ 70,200

Worst Case: \$ 79,600

Lower estimate to replace, \$15/Sq Ft

Higher estimate, \$17/Sq Ft

Cost Source: ARI Cost Database

Comp #: 703 Interior Doors - Replace

Quantity: (43) Doors

Location: Scattered throughout property interior

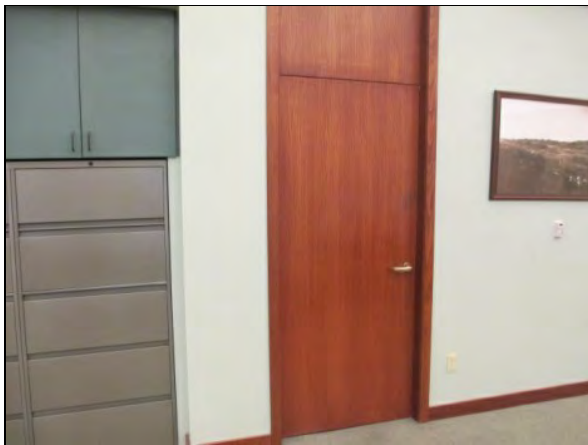
Funded?: No. There is no expectation to replace all at once. Best to replace individually as needed as an operating expense.

History:

Comments: The doors are functional and in good condition. No warping or unusual wear noted.

Useful Life:
0 years

Remaining Life:
0 years



Best Case: \$ 0

Worst Case: \$ 0

Cost Source:

Comp #: 903 Furniture - Replace

Quantity: Approx (485) Pieces

Location: Throughout the building

Funded?: No. All pieces are being replaced in zones on a staggered basis as an ongoing operational project, not Reserves.

History:

Comments: Varying styles noted but all furniture appears to be in generally good serviceable condition. Normal wear and aging noted but no widespread tearing or staining.

Useful Life:
0 years

Remaining Life:
0 years



Best Case: \$ 0

Worst Case: \$ 0

Cost Source:

Comp #: 904 Built-In Furniture - Replace

Quantity: Approx 415 LF

Location: Office areas

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property.

Comments: The cabinetry and counters are intact and in fair condition. Some peeling noted on the composite base cabinets located in higher traffic work areas. No severe scuffing or warping noted. In fair condition.

Useful Life:
25 years

Remaining Life:
10 years



Best Case: \$ 125,000

Worst Case: \$ 166,000

Lower estimate to replace with similar pieces

Higher estimate

Cost Source: ARI Cost Database

Comp #: 908 Window Treatments - Replace

Quantity: (20) Pull-Down Blinds

Location: Conference rm and break room

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Reportedly original to property

Comments: The window treatments are functional and intact. No staining or fraying noted. General aging evident. In fair condition.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 6,000

Worst Case: \$ 10,000

Lower estimate to replace with similar pieces

Higher estimate

Cost Source: ARI Cost Database

Comp #: 909 Bathrooms - Refurbish

Quantity: (10) Bathrooms

Location: Throughout common areas

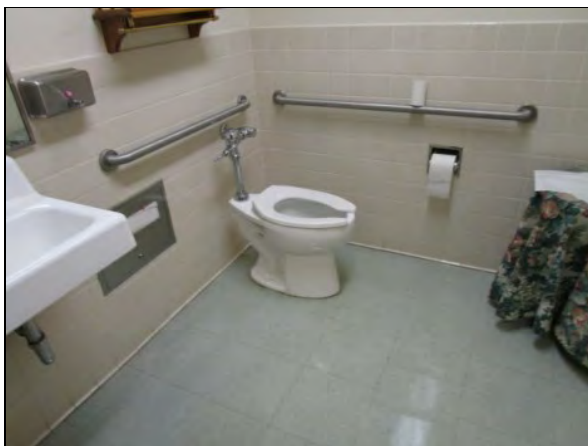
Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: The bathrooms are clean and functional. No major grime build up or significant deterioration. In fair condition. Best to fund for eventual refurbishment to maintain aesthetics.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 35,000

Worst Case: \$ 45,000

Lower estimate for refurbish project

Higher estimate

Cost Source: ARI Cost Database

Comp #: 912 Office Equipment - Replace

Quantity: Assorted Pieces

Location: Office areas

Funded?: No. Being successfully replaced on an as-needed basis through operational maintenance budget.

History:

Comments: All appeared in good functional condition. No observed or reported problems.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

Comp #: 915 Modular Furniture - Replace

Quantity: (10) Cubicles

Location: Office areas

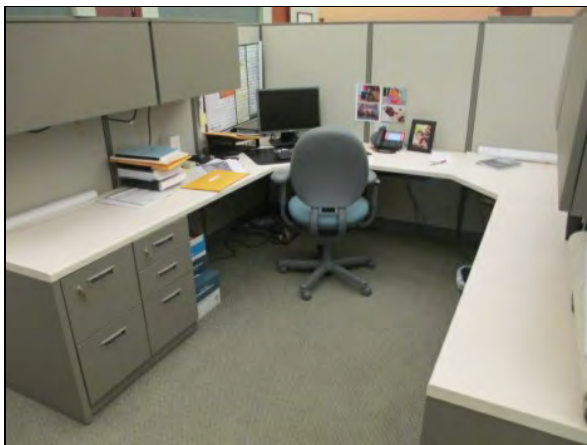
Funded?: No. Being successfully replaced on an as-needed basis through operational maintenance budget.

History:

Comments: The cubicles are sturdy and upright. No significant deterioration noted. Very professional in appearance.

Useful Life:
0 years

Remaining Life:
0 years



Best Case: \$ 0

Worst Case: \$ 0

Cost Source:

Comp #: 1110 Interior Surfaces - Repaint

Quantity: Approx 46300 GSF

Location: Interior surfaces, all areas
Funded?: Yes. Meets National Reserve Study Standards four-part test
History: Last painted approx 2011.

Comments: The interior surfaces are in fair condition. Normal wear and scuffing observed but no signs of any extensive discoloration or paint loss. Best to repaint regularly to ensure the surfaces remain bright and appealing.

Useful Life:
10 years

Remaining Life:
2 years



Best Case: \$ 27,500

Worst Case: \$ 37,200

Lower estimate to prep and paint

Higher estimate

Cost Source: Client Cost History

Comp #: 1111 Interior Wood Surfaces - Repaint

Quantity: Approx 4500 GSF

Location: Library and council chambers
Funded?: Yes. Meets National Reserve Study Standards four-part test
History: Last painted approx 2011

Comments: Wood is attractive and in good condition. Due to the interior location expect to repaint these surfaces on a longer cycle than the exterior wood surfaces.

Useful Life:
10 years

Remaining Life:
2 years



Best Case: \$ 6,750

Worst Case: \$ 9,000

Lower estimate to prep and paint

Higher estimate

Cost Source: Client Cost History

Mechanical and Systems

Comp #: 302 Generator - Replace

Quantity: (1) Onan 350 KW Diesel

Location: Downstairs equipment room

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property.

Comments: The generator was not tested during inspection. Best to have the generator inspected and tested on a regular basis by your service vendor. General wear/tear observed. No reports of service related issues. In fair condition. Model: DGBB-4485885 S/N: H000140266 Hours: 403.

Useful Life:
30 years

Remaining Life:
15 years



Best Case: \$ 110,000

Worst Case: \$ 140,000

Lower estimate to replace, installed

Higher estimate

Cost Source: Research with Local Vendor/Contractor

Comp #: 303 Liquid Chiller - Replace

Quantity: (1) Carrier

Location: Downstairs mechanical room

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: This unit is reportedly having some slight issues with proper heating and cooling. Anticipate the need to repair in the near future to ensure proper function. No severe damage or abuse. In serviceable condition. Model: HFC-134A.

Useful Life:
25 years

Remaining Life:
10 years



Best Case: \$ 100,000

Worst Case: \$ 140,000

Lower estimate to remove and replace

Higher estimate (equipment and labor)

Cost Source: Research with Local Vendor/Contractor

Comp #: 304 Liquid Chiller - Refurbish

Quantity: (1) Carrier

Location: Downstairs Mechanical room

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property,

Comments: Unit reportedly has air-flow issues at this time. Plan on periodic refurbishment to maintain this asset, at roughly the mid-point of the chiller's life expectancy. Includes (2) Carlyle compressors: (1) Model: 06NW2123S6NA-A00 S/N: 3300J09174 (1) Model: 06NW2209S7NA-A00 S/N: 2602J09017.

Useful Life:
10 years

Remaining Life:
0 years



Best Case: \$ 60,000

Worst Case: \$ 75,000

Lower estimate for refurbish project

Higher estimate

Cost Source: Research with Local Vendor/Contractor

Comp #: 305 Air Handlers - Replace

Quantity: (3) Units

Location: Attic utility room

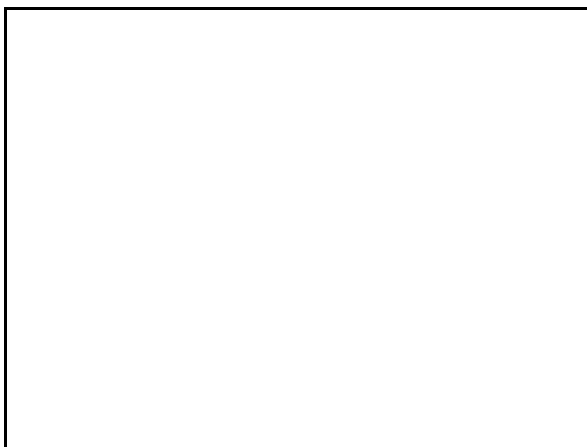
Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Unknown. Repaired or replaced as needed.

Comments: No access to inspect. These are reported to be functional with no service problems at this time. Assumed to be in fair overall condition.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 7,500

Worst Case: \$ 10,500

Cost Source:

Comp #: 312 Cooling Tower - Replace

Quantity: (1) 85 Ton Recold

Location: Rear of building

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: Unit exhibits heavier rust and wear at this time. Leaves reportedly get into the unit and cause minor problems on occasion. No reports of significant service related issues. In fair overall condition. Model: JT-3185 S/N: 00815.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 43,000

Worst Case: \$ 68,000

Lower estimate for replacement, installed

Higher estimate

Cost Source: Estimate Provided by Client

Comp #: 330 Backup Lighting System - Replace

Quantity: (1) System

Location: Lower level utility room

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: System not tested during inspection. Best to inspect and repair as needed as an operating expense. Funding has been provided for eventual replacement.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 10,000

Worst Case: \$ 15,000

Lower estimate for replacement

Higher estimate

Cost Source: Research with local vendor

Comp #: 801 HVAC Boiler - Replace

Quantity: (1) Raypak, 1.2MBTU/hr

Location: Adjacent to cooling tower

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: General abrasions build-up and wear detected during inspection. No severe damage or abuse noted. No reports of service related issues. In fair condition.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 16,000

Worst Case: \$ 24,000

Lower estimate to replace, installed

Higher estimate

Cost Source: ARI Cost Database

Comp #: 803 Water Heaters - Replace

Quantity: (3) Heaters

Location: Utility rooms, each floor

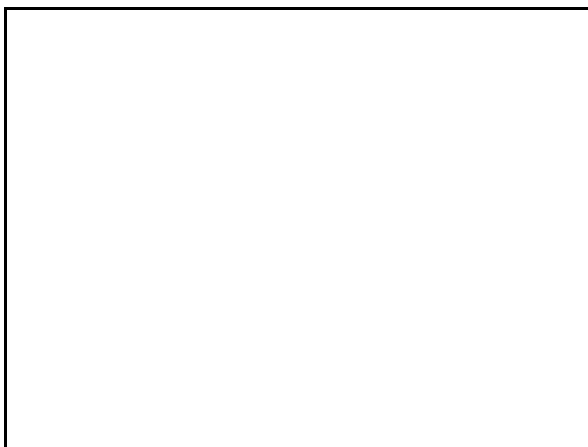
Funded?: No. Relatively low cost. There is no expectation to replace all at once. Best to replace as needed as an operating expense

History:

Comments: Heaters include: (1) Lochinvar 30 Ga. In library (1) Rheem in community room and (1) Lochinvar 40 Ga. in main city hall area.

Useful Life:
0 years

Remaining Life:
0 years



Best Case: \$ 0

Worst Case: \$ 0

Cost Source:

Comp #: 1801 Elevator - Modernize

Quantity: (1) 3 Stop Elevator

Location: Center of building
 Funded?: Yes. Meets National Reserve Study Standards four-part test
 History: Original to property

Comments: We are not licensed to inspect these systems. Not tested during inspection but found to be operational. Anticipate the need to modernize a hydraulic elevator every 20-30 years. Modernization consists primarily of replacing the controller door operator and push-button fixtures.

Useful Life:
 25 years

Remaining Life:
 10 years



Best Case: \$ 65,000

Worst Case: \$ 80,000

Lower estimate for modernization project

Higher estimate

Cost Source: ARI Cost Database

Comp #: 1802 Elevator Cab - Remodel

Quantity: (1) Cab

Location: Center of property, elevator interior
 Funded?: Yes. Meets National Reserve Study Standards four-part test
 History: New in approx 2011

Comments: Consists of tile floor and wood panels. Minor deterioration observed but no significant aging noted. In fair condition.

Useful Life:
 15 years

Remaining Life:
 7 years



Best Case: \$ 8,000

Worst Case: \$ 12,000

Lower estimate for remodel project

Higher estimate

Cost Source: ARI Cost Database

Comp #: 1803 Fire Alarm Panels - Replace

Quantity: (2) Simplex

Location: Lower level utility room

Funded?: Yes. Meets National Reserve Study Standards four-part test

History: Original to property

Comments: We are not licensed to inspect these systems. Fire alarm systems should be inspected and maintained on a regular basis by licensed professionals as an Operating expense. Best to fund for the eventual replacement of the panels. Panels include: (1) Model 4020 and (1) Model 4010.

Useful Life:
20 years

Remaining Life:
5 years



Best Case: \$ 22,500

Worst Case: \$ 35,000

Lower estimate to replace main panel

Higher estimate

Cost Source: ARI Cost Database

RESOLUTION NO. 2022-05-01

FIRST AMENDMENT TO
AMENDED AND RESTATED RESOLUTION OF
THE BOARD OF DIRECTORS OF BEEBE DRAW FARMS AUTHORITY
ADOPTING FEES FOR AMENITIES

A. Beebe Draws Farms Authority is an authority and separate legal entity duly established pursuant to Section 29-1-203, C.R.S. (the “**Authority**”) in accordance with the applicable laws of the State of Colorado.

B. Pursuant to that certain Authority Establishment Agreement dated April 12, 2011 (the “**AEA**,” as the same may be amended from time to time), between Beebe Draw Farms Metropolitan District No. 1 and Beebe Draw Farms Metropolitan District No. 2 (collectively, the “**Districts**”), the Authority was established for the purpose of furnishing, operating, and planning for the Public Improvements, as defined in the AEA.

C. Pursuant to Sections 3.5(b), (c) and (j) of the AEA, the Authority will own, operate, maintain, finance and construct the Public Improvements, and may set fees, rates, tolls, charges and penalties for services and facilities provided by the Authority, including, without limitation, the “**Amenities**,” as defined in the AEA. Furthermore, pursuant to Section 9.2 of the AEA, the Authority shall establish differential fees for the use of the Amenities for those who do not reside or own property within the Districts.

D. The Board of Directors of the Authority (the “**Board**”) previously determined that, to provide for the costs associated with the Amenities, it is necessary to impose certain fees for use of the Amenities (the “**Fee(s)**”).

E. On May 12, 2021, the Board adopted Resolution No. 2021-05-02, the Amended and Restated Resolution of the Board of Directors of Beebe Draw Farms Authority Adopting Fees for Amenities, which amended and restated certain resolutions previously adopted by the Board, setting Fees for use of the Amenities.

F. The Board has determined to adjust the Fees for use of the Amenities adopted pursuant to Resolution No. 2021-05-02 due to increasing costs and the ongoing operations and maintenance needs of the Amenities, and desires to amend Resolution No. 2021-05-02 accordingly.

NOW, THEREFORE, by and through its Board, the Authority hereby resolves as follows:

1. The Fees, as set forth on **Exhibit A**, attached hereto and incorporated herein by this reference, are hereby adopted pursuant to the authority granted to the Authority by the AEA, to provide for, operate, and maintain the Amenities. The Fees shall be effective as of July 1, 2022.

2. Except as set forth herein, the provisions of Resolution No. 2021-05-02 shall remain in full force and effect.

APPROVED AND ADOPTED THIS 11th DAY OF MAY 2022.

BEEBE DRAW FARMS AUTHORITY

By: _____

Its: _____

EXHIBIT A

Amenity Fees (Effective July 1, 2022)

The Authority may impose a fee of \$250 per incident for use of any Amenity without paying the set Fee.

A. Swimming Pool

1. Residents of/Property Owners within the Authority (“In-Authority”):
 - a. \$200/year family membership.
 - b. Full payment due at time of membership.
2. Non-residents of/non-property owners within the Authority (“Non-Authority”):
 - a. \$400.00/year.
 - b. Full payment due at time of membership.

B. Pavilion at the Swimming Pool – Reservation

1. In-Authority:
 - a. \$25.00 non-refundable fee per event.
 - b. Full payment due in conjunction with reservation booking.
2. Non-Authority:
 - a. \$100.00 non-refundable fee per event.
 - b. Full payment due in conjunction with reservation booking.

C. Party at the Swimming Pool – Reservation

1. In-Authority (Pool membership required):
 - a. \$200.00 non-refundable fee per event, plus a \$50.00 refundable deposit.
 - b. Full payment (\$250.00) due in conjunction with reservation booking.

2. Non-Authority (Pool membership not required):
 - a. \$500.00 non-refundable fee per event, plus a \$250.00 refundable deposit.
 - b. Full payment (\$750.00) due at execution of Swimming Pool Event Agreement.

D. Lake Christina Area

1. In-Authority:
 - a. No fee.*
2. Non-Authority:
 - a. \$500.00 per vehicle per year.*
 - b. Full payment due at execution of Park Use Permit and Agreement and/or Activity Participation, Assumption of Risk, Release and Waiver of Liability.

*Fishing at Lake Christina requires a fishing permit, see item E., below.

E. Annual Fishing Permits

The fine for fishing without a permit is \$100.00 per person, per occurrence.

1. In-Authority:
 - a. \$10.00 non-refundable fee per person. Children under the age of 16 do not need a permit when accompanied by a permitted individual.
 - b. Full payment due upon application for a fishing permit.
2. Non-Authority:
 - a. \$100 non-refundable fee per person.
 - b. Full payment due upon application for a fishing permit.

F. Pavilion at Lake Christina – Reservation

1. In-Authority:
 - a. \$100.00 non-refundable payment and \$100.00 refundable deposit per event.

- b. Full payment due at execution of Park Use Permit and Agreement.
- 2. Non-Authority:
 - a. \$500.00 non-refundable fee per event.
 - b. Full payment due at execution of Park Use Permit and Agreement.

G. Community Information and Sales Center - Reservation

- 1. In-Authority:
 - a. \$75.00 non-refundable payment and \$150.00 refundable deposit per event.
 - b. Full payment (\$225.00) due at execution of Facility and Property Rental Contract.
- 2. Non-Authority:
 - a. \$300.00 non-refundable payment and \$300.00 refundable deposit per event.
 - b. Full payment (\$600.00) due at execution of Facility and Property Rental Contract.

H. Equestrian Facilities and Trail System**

- 1. In-Authority:
 - a. No fee.
- 2. Non-Authority: \$500.00 per person, per year.
 - a. Payment due at execution of Park Use Permit and Agreement and/or Activity Participation, Assumption of Risk, Release and Waiver of Liability

**Does not include jump course, which is included in Item D., above.

OVERVIEW

To hold a beginning of summer 2022 event.

WHEN & WHAT

Saturday, June 4th

The reason for choosing the weekend after the pool opens is that the pool opening weekend is a holiday and graduation weekend so several neighbors tend to travel that weekend. We hope by scheduling it a week later than usual, more neighbors will be able to attend.

Theme will be Wild West:

2:00-5:00pm – Family event that includes:

- Stagecoach ride – hayride with trailer adapted to look like stagecoach
- Obstacle course for kids which will include things such as panning for gold, tin can water gunshot practice, animal ball herding, western themed bounce house, etc.
- At the beginning of the course kids will be given a cowboy/girl hat and bandana and at the end a western deputy badge along with the things they collect along the way

5:00-7:00pm – Dinner

- BBQ dinner catered by Dickey’s BBQ + baked potato bar

COMMITMENT REQUESTS

PLR POA – To sponsor the cost of the family event and dinner.

Beebe Draw Farms Authority – To approve use of the playfield, community building garage, hayride trailer, tables & chairs.

COST

Dinner:

- Dickey’s BBQ - \$2,473 – This includes 2 meats, 3 sides, rolls, condiments, silverware, desert to feed 150 people – We will pick-up and serve as banquet style using neighbor volunteers
- Beverages \$300

Wild West Family Event:

- \$350 Bouncy House Rental
- \$600 Supplies for kid gifts and obstacle course supplies

Cost \$3,723



Traffic Logix Corporation
 3 Harriett Lane
 Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

Quote Number QUO-21726-S3X0Q3
 Created Date 4/11/2022
 Expiration Date 6/30/2022
 Prepared by Ari Newman

QUOTATION

Contact: Eric Wernsman
 Phone: 9705392656
 Email: ejwerns25@gmail.com

Wernsman Engineering and Land Dev

Shipping Address:
 16493 Essex Rd S
 Platteville, Colorado 80651
 United States

Standard Features (Included)

- Prices Shown include - Required Adhesive, Bolts and Anchors (Specified as 4" or 7")
- Color and Markings as Indicated

Special Notes

Quote Line Items – All Prices shown are in \$ US Dollar

Product	Product Code	Quantity	Sales Price	Total Price
400mL 1:1 Dispenser - Adhesive Applicator Gun	PU-APGUN	4.00000	\$65.00	\$260.00
SDS-Plus Shank Rotary-Hammer Drill Bit.9/16"Bit, 16 Drilling Depth, 18-3/4" Overall Length.	23596	4.00000	\$65.00	\$260.00
Speed Table - 21' x 24' x 3" - White Arrow/MUTCD	ST-212403-M	2.00000	\$7,755.00	\$15,510.00

Totals

Subtotal: \$16,030.00
 Freight: \$2,135.00
 Sales Tax (if applicable): \$1,071.74
Grand Total: \$19,236.74

Terms: 1% - 10 days – Net 30

Payment: MC, VISA, AMEX. Credit card payments over \$10K will include an additional 2% fee.

Tax: IF TAX EXEMPT, Please Provide Tax Exempt Certificate with Order



Traffic Logix Corporation
3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
www.trafficlogix.com

Quote Number QUO-21726-S3X0Q3
Created Date 4/11/2022
Expiration Date 6/30/2022
Prepared by Ari Newman

Freight: Freight quotation is valid for a period of 21 days after it is issued. Beyond that, freight quotations will require confirmation or adjustment.

Delivery Requirements

Please Indicate the availability of the following as this determines the freight costs:

1. Do You have a Loading Dock? - Yes/No
2. Do you have a Fork Lift and Pallet Jack to unload? - Yes/No
3. Can access be gained by a 53 foot truck for delivery? - Yes/No
4. Is the delivery address a Construction site? - Yes/No
5. Is the delivery address a Military site? - Yes/No
6. If shipping to Military site, is a U.S. Driver required? - Yes/No

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

Thank you for choosing Traffic Logix. Please sign and return to:

anewman@trafficlogix.com
Ari Newman
Outside Sales CIS

Please complete to set up new account: <https://trafficlogix.com/business-application-form/>

Brandenburger, Sandy

From: Johnson, Lisa
Sent: Thursday, May 5, 2022 12:40 PM
To: Brandenburger, Sandy
Subject: FW: [External] Roadside Radar- BBDRAW Farms Authority

Sandy – please include this email for agenda item 5F1.



Lisa A. Johnson
Public Manager, Business Operations (BizOps)
CLA (CliftonLarsonAllen LLP)

Direct 303-439-6029
lisa.johnson@CLAconnect.com

From: Tina Wernsman <PelicanLakeRanch@outlook.com>
Sent: Thursday, April 21, 2022 2:02 PM
To: Johnson, Lisa <Lisa.Johnson@claconnect.com>; Mike Welch <mkwelch1@gmail.com>; Christine Hethcock <hethcock16@gmail.com>; Eric Wernsman <ejwerns25@gmail.com>
Subject: [External] Roadside Radar

Think Security – This email originated from an external source. Be cautious with any links or attachments.

Lisa,

The Beebe Draw Farms POA has agreed to split the cost of a roadside radar unit with the District. A generous estimated cost to the District would be \$3,500.00. Please let us know if this can be added to the agenda or can be decided in advance of the meeting.

PS

You can disregard the voice mail I left, the POA has worked that issue out.

Thank you,
Tina



New and Renovated Custom Gunite Pools & Spas

Pelican Lake Ranch
16502 Beebe Draw Farms Parkway
Platteville, CO

April 11, 2022

DIAMOND BRITE:

Prepare total interior surface of one approximately 20' X 50' (depths 3'-5') rectangle shaped swimming pool with one approximately 25' X 15' step and bench area and one 15' X 20' (depth 1') wading pool by saw cutting and chipping around embedded items such as lights, return fittings and etc. Acid wash total interior surfaces followed by soda ash to neutralize acid and ensure proper bonding. Apply one coat Bond Kote for bonding purposes. Apply Diamond Brite (Blue or Blue Quartz) 1/4 to 1/2 inch thickness and trowel to a smooth finish.

DIAMOND BRITE :

\$ 47,200.00

NOTE: This proposal is good for 30 days.

Brandenburger, Sandy

From: Johnson, Lisa
Sent: Thursday, May 5, 2022 12:36 PM
To: Brandenburger, Sandy
Subject: FW: [External] RE: May 11 Authority Board Meeting agenda request
Attachments: PelicanLakeProposal.pdf

Sandy – please include the email below and the attachment in the BBDRAW agenda on agenda item 5H1.



Lisa A. Johnson
 Public Manager, Business Operations (BizOps)
 CLA (CliftonLarsonAllen LLP)

Direct 303-439-6029
lisa.johnson@CLAconnect.com

From: Ed Farrell <farrell.ed56@gmail.com>
Sent: Wednesday, May 4, 2022 3:02 PM
To: Johnson, Lisa <Lisa.Johnson@claconnect.com>
Subject: RE: [External] RE: May 11 Authority Board Meeting agenda request

Think Security – This email originated from an external source. Be cautious with any links or attachments.

Hello Lisa,

Here is a PDF file I would like the board to have for review prior to the meeting next week so they can come with questions. I am also providing a link to a recent article references property values and a 3% increases in values for Fiber Optic communities.

Sorry for the delay, thank you for your patience.


Regards,
 Ed

<https://www.windstream.com/blog/articles/fiber-internet-adds-value-commands-top-dollar-in-home-sales>

From: Johnson, Lisa <Lisa.Johnson@claconnect.com>
Sent: Thursday, April 28, 2022 12:51 PM
To: Ed Farrell <farrell.ed56@gmail.com>
Cc: 'William P. Caldwell' <WCaldwell@wje.com>
Subject: RE: [External] RE: May 11 Authority Board Meeting agenda request

Sorry Ed, I have added these to the agenda. I will need any enclosure to the packet sent to me by next Tuesday, May 3rd.

Thank you,
 Lisa

 Lisa. A. Johnson
Public Manager, Business Operations (BizOps)
CLA (CliftonLarsonAllen LLP)

Direct 303-439-6029
lisa.johnson@CLAconnect.com

From: Ed Farrell <farrell.ed56@gmail.com>
Sent: Thursday, April 28, 2022 12:42 PM
To: Johnson, Lisa <Lisa.Johnson@claconnect.com>
Cc: 'William P. Caldwell' <WCaldwell@wje.com>
Subject: [External] RE: May 11 Authority Board Meeting agenda request

Think Security – This email originated from an external source. Be cautious with any links or attachments.

Hello Lisa,
Reaching out to confirm you have seen this request.
Thank you!
Ed

From: Ed Farrell <farrell.ed56@gmail.com>
Sent: Monday, April 25, 2022 10:20 AM
To: 'Johnson, Lisa' <Lisa.Johnson@claconnect.com>
Cc: 'William P. Caldwell' <WCaldwell@wje.com>
Subject: May 11 Authority Board Meeting agenda request

Hello Lisa,

I would like to request 15-20 min to address the BOD with an internet provider who I have been working with for reliable internet connectivity in PLR. Telos Online will have Tom Minnig and Jim McNally either join remotely or attend in person with a proposal for Board consideration. I will send you documents in advance to send to the Board for review prior to the meeting.

Also, Bill Caldwell mentioned he needs an agenda slot to present his findings on the paved walking path that would parallel Beebe Draw Parkway from Fairbanks to Stoneleigh.

Would you please confirm both time slots and the agenda when you have a chance?

Thank you,

Cheers!

Ed

925-890-7990

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CliftonLarsonAllen LLP

Pelican Lake Fiber Internet

Why Fiber?

Faster Internet

Higher reliability

More services – can replace Dish/DirecTV/Hughes with Streaming

Property value – Studies show 3.1% increase just from FTTH



Who we are - Telos Online

In business since 1986, operating Internet Service Provider since 1998
Internet customers in Front Range from Parker to Platteville
Denver Metro area – primarily Commercial customers
Weld County – Residential and Commercial customers
Also do engineering design for large ISP-related systems and venues

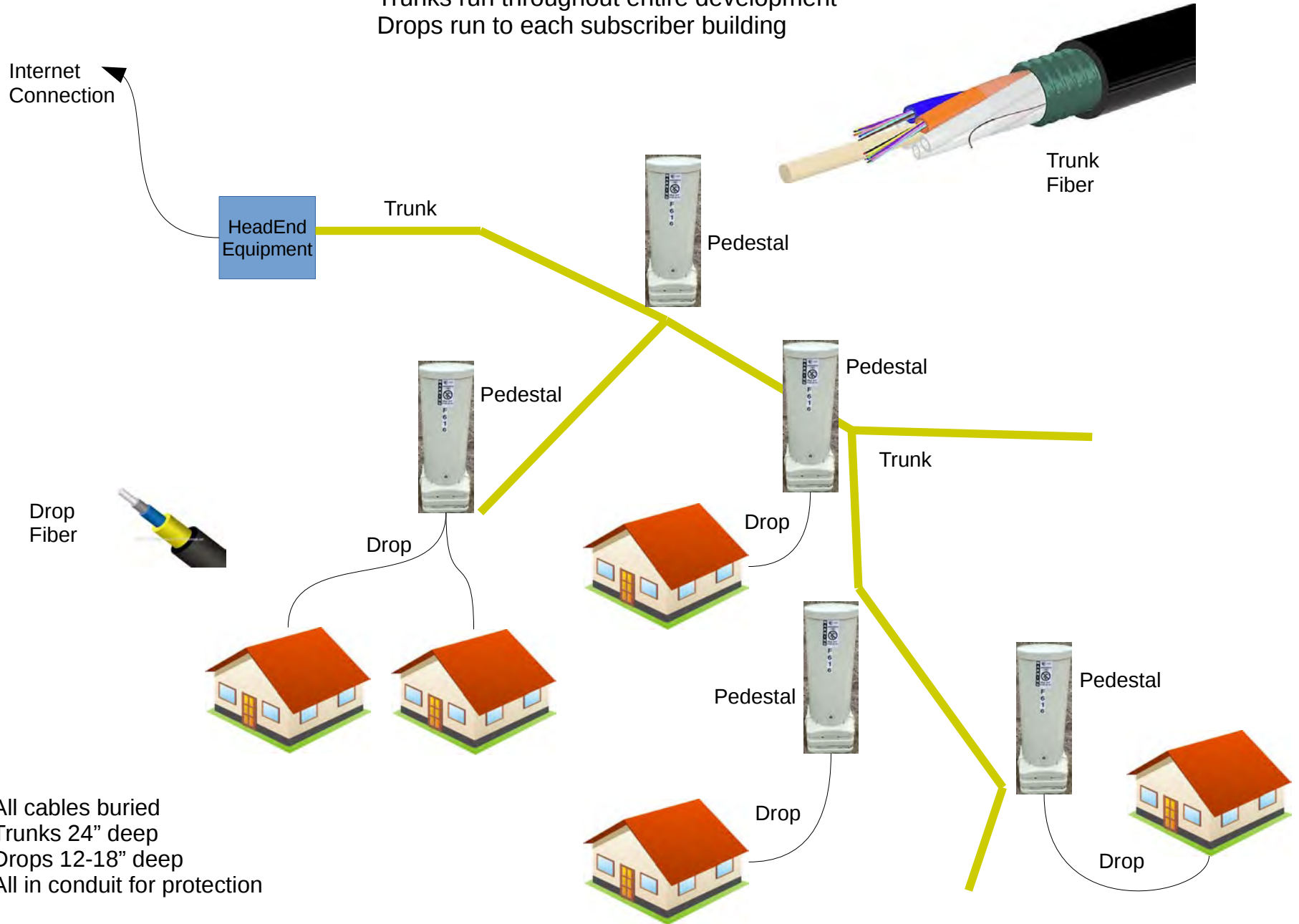
We also have a very strong relationship with one of the premiere
Equipment manufacturers in the world – a multi-\$Billion Global high-
Tech developer of a broad range of Networking hardware and software.
We are an Alpha tester of their newest devices and have been aiding
their R&D efforts for more than a decade.

We are experts in Wireless and Fiber Network design and installation
As well as allied fields – WiFi, Campus Networks, System Management,
Security systems, Telecom Systems and Power Systems. We work with
Municipalities, Utilities, large Event Venues and Businesses to design
And install Internet and Communications systems.

We do our own Customer Service in house and we're good at it -
Ask our customers in Platteville

What goes into a FTTH system?

Trunks run throughout entire development
Drops run to each subscriber building



Dependencies

Drops are done on a per-signup basis
However, all Trunks must be installed up-front

Approximate cost ratio is 60% for trunk, 40% for drop

Industry standard cost figure is \$1250 per crossing (cable in front of customer)

That is for Suburban $\frac{1}{4}$ acre lots

Obviously Pelican is not that

Industry standard for Rural is \$4000 to \$9,000 depending on distance -

Labor is the most expensive part of the installation

Our estimate is that Pelican Trunks will cost approx \$2,100 per crossing

Again, all Trunks have to be installed day1. Drops can be added as customers sign up. So the Trunks are a fixed cost, with the Drops as a variable cost

Plus there are operating costs to keep the system running

Internet feed (10Gb fiber from Denver plus redundant backup)

Maintenance

G&A (billing, etc.)

Lots of parts to this – 70,000 to 90,000 feet of Trunk fiber cable alone

Trunk Lines



Run in property easements behind homes to stay away from existing Utilities
Minimize street crossings and equestrian trail crossings

Handholes and/or Pedestals

Each junction and branch of the Trunks requires a Handhole (in-ground) or Pedestal (above ground) for fiber splicing



Handhole

Pros – flush with ground - hidden
Cons – Hard to see
can get covered with dirt
Need warning posts



Pedestal

Pros – easy to see so to avoid
Cons – Can be damaged more easily
Ugly in open areas

Will probably need a combination with mostly Handholes

At house Equipment we will provide

NIU box on outside of home – Junction between Drop fiber and Inside wiring
Interior firewall/Router – high end units for high speed WiFi and ethernet
Basic interior wiring as needed

When installer leaves, customer will have a working system

Full 1 Gigabit symmetrical service – same speed up and down
10Gb fiber feed to head end plus redundant link to the
Rest of our system in Platteville



Add-ons - Additional Access Points, Security Cameras, etc.
Can be added if desired

Two primary mechanisms are possible

System paid 100% by Telos

\$0 up front for Pelican

Highest cost per month for Customers, based on number who sign up

Minimum number must sign up to do project

Includes in-home equipment and installation

Number of Customers	Monthly Service	
130 minimum	\$160	3 year contract
150	\$140	2 year contract
160	\$125	1 year contract

Hybrid – Portion of up-front costs plus Telos financing

Again monthly cost will depend on number who sign up

Service less expensive monthly than the above

Will be a minimum number but fewer than the prior alternative

Pelican puts up part of the Construction Cost - \$150,000

Includes in-home equipment and installation

Number of Customers	Monthly Service	
120 minimum	\$130	3 year contract
135	\$115	2 year contract
155	\$99	1 year contract

Current variables - unknowns

We are working with our Carriers to finalize the costs and availability Of the upstream connections to the Internet, and this could force Us to change designs or costs if they vary widely from what we expect.

We also will not know exactly what issues we may run into regarding Permits, locates, easements in crossing the trails, etc. until we begin Detailed work on the system.

These and other issues could cause us to need to change or amend The above figures if things change beyond our control.