

# BEEBE DRAW FARMS AUTHORITY

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Greenwood Village, CO 80111  
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A copy of the agenda/meeting packet is available at the Beebe Draw Farms website at  
<https://beebedrawfarmsauthority.colorado.gov>

## **NOTICE OF REGULAR MEETING AND AGENDA**

**DATE:** January 8, 2025

**TIME:** 6:00 p.m.

**LOCATION:** 16494 Beebe Draw Farms Parkway  
Platteville, CO 80651  
Via Microsoft Teams

**ACCESS:** To attend via Microsoft Teams Videoconference, use the below link:  
[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MDY5MGQ1NWItMmRjMy00OTAxLTkxODAtMWY5ODYzNTY5YTRh%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%225b9f6fa2-e9dd-42cc-bfd8-f7dd2ed196a6%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDY5MGQ1NWItMmRjMy00OTAxLTkxODAtMWY5ODYzNTY5YTRh%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%225b9f6fa2-e9dd-42cc-bfd8-f7dd2ed196a6%22%7d)

To attend via telephone, dial 720-547-5281 and enter Conference ID: 147 237 063#

<b><u>Board of Directors</u></b>	<b><u>Office</u></b>	<b><u>Term Expires</u></b>
Bill Caldwell	President	May, 2025
Diane Mead	Vice-President	May, 2025
Scott Edgar	Secretary	May, 2026
Cindy Billinger	Treasurer	May, 2026

### **I. ADMINISTRATIVE MATTERS**

- A. Confirm quorum, location of meeting and posting of meeting notices.
- B. Call to order and approval of agenda.
- C. Present disclosures of potential conflicts of interest.
- D. FIRST DISCUSSION
  - 1. Review December 11, 2024, Special Meeting Minutes (enclosure).
- E. SECOND DISCUSSION
  - 1. Consider approval of November 13, 2024, Special Meeting Minutes (enclosure).

**II. CONSENT AGENDA**

- A. Ratify the approval of the payment of claims (to be distributed).

**III. PUBLIC COMMENT****IV. FINANCIAL MATTERS****A. FIRST DISCUSSION**

- 1. Review payment of claims (to be distributed).
- 2. Discussion on creating a Finance Committee.

**B. SECOND DISCUSSION**

- 1.

**V. OPERATIONS & MAINTENANCE****A. FIRST DISCUSSION**

- 1.

**B. SECOND DISCUSSION**

- 1. Approve 2025 Amenity Fees (enclosure).

**VI. CAPITAL AMENITIES**

- A. Update on Fiber Optics project.

**B. FIRST DISCUSSION**

- 1. Review Fossil Creek Builders proposal for multi-use path improvements spring work time extension (enclosure).
- 2. Review Drexel, Barrell & Co. change order for playground ramp design in an amount not to exceed \$1,700 (enclosure).

**C. SECOND DISCUSSION**

- 1.

**VII. INFRASTRUCTURE MATTERS****A. FIRST DISCUSSION**

- 1. Review Service Agreement with AGI, Inc. for geotechnical engineering services (enclosure).

B. SECOND DISCUSSION

- 1.

**VIII. LEGAL MATTERS**

A. Executive Session pursuant to Section 24-6-402(4)(b), C.R.S., to receive legal advice from general legal counsel.

B. FIRST DISCUSSION

- 1.

C. SECOND DISCUSSION

- 1.

**IX. MANAGER MATTERS**

A. FIRST DISCUSSION

- 1.

B. SECOND DISCUSSION

1. Review and consider authorization of website compliance coordinator to obtain a proposal for remediation services for statutorily required documents and authorize Board member to work with staff on proposal (enclosure).

**X. OTHER BUSINESS**

**XI. ADJOURNMENT**

**The next regular meeting is scheduled for February 12, 2025 at 6:00 p.m. at the Facilities and Maintenance Building and via Microsoft Teams.**

MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY (THE “AUTHORITY”)  
HELD  
DECEMBER 11, 2024

A regular meeting of the Board of Directors of the Beebe Draw Farms Authority (referred to hereafter as the “Board”) was convened on December 11, 2024, at 6:00 p.m. This Authority Board meeting was held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in attendance were:  
William (“Bill”) Caldwell, President  
Diane Mead, Vice-President  
Cindy Billinger, Treasurer  
Scott Edgar, Secretary

Also, In Attendance Were:  
Lisa Johnson, Shauna D’Amato and Terri Boroviak, CliftonLarsonAllen LLP (“CLA”)  
Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C. (“ISP”)  
Brenda Lewis, Crystal Clark, Mr. and Ms. Coleman, Bruce O’Donnell, Patty Caldwell,  
Ken Rose, Gerry Tschirpke, Melanie Briggs, Carol Satersmoen, MaryJo and Ed Farrell and  
other members of the public.

ADMINISTRATIVE MATTERS

**Quorum, Location of Meeting Posting of Meeting Notice:**

The presence of a quorum was confirmed. It was further noted that notice of the time, date and location was duly posted and that no objections to the location or any requests that the meeting place be changed by taxpaying electors within the Authority’s boundaries have been received.

**Call to Order and Agenda:**

The meeting was called to order at 6:03 p.m. The Board reviewed the agenda for the meeting. Following discussion, upon motion duly made by President Caldwell, seconded by Director Billinger and, upon vote, unanimously carried, the Board approved the agenda, as presented.

**Disclosures of Potential Conflicts of Interest:**

The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. The members of the Board were requested to 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 statute.

**FIRST DISCUSSION:**

**November 13, 2024, Special Meeting Minutes:**

Ms. Johnson presented the November 13, 2024, Special Meeting Minutes to the Board. No action was taken.

**SECOND DISCUSSION:**

**October 9, 2024, Special Meeting Minutes:**

Ms. Johnson presented the October 9, 2024, Special Meeting Minutes to the Board. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board approved the October 9, 2024 Special Meeting Minutes.

**District Transparency Notice Similar to Section 32-1-809, C.R.S.:**

Ms. Johnson reviewed the requirements with the Board. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board determined not to prepare a Transparency Notice similar to Section 32-1-809, C.R.S.

**CliftonLarsonAllen LLP Statements of Work for 2025:**

Ms. Johnson reviewed the statements of work with the Board for management and accounting services for 2025. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board approved the CLA Statements of Work for management and accounting services for 2025.

**Property and Liability Coverage Renewal for 2025 and Property Schedule:**

Ms. Johnson noted that President Caldwell will review the insurance documents with Ms. D'Amato. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board approved the property and liability coverage renewal for 2025 and property schedule.

**Workers' Compensation Coverage Renewal:**

Ms. Johnson reviewed worker's compensation coverage with the Board. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board approved the workers' compensation coverage renewal for 2025.

**Resolution No. 2024-12-01 Regarding 2025 Annual Administrative Matters:**

Ms. Johnson reviewed the resolution with the Board. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board adopted Resolution No. 2024-12-01 Regarding 2025 Annual Administrative Matters.

**Resolution No. 2024-12-02 Regarding 2025 Meeting Resolution:**

Ms. Johnson reviewed the resolution with the Board. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board adopted Resolution No. 2024-12-02 Regarding 2025 Meeting Resolution.

**Resolution No. 2024-12-03 Second Amendment to Amended and Restated Public Records Policy Resolution:**

Ms. Johnson reviewed the resolution with the Board. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board adopted Resolution No. 2024-12-03 Second Amendment to Amended and Restated Public Records Policy Resolution.

**CONSENT AGENDA**

**Payment of Claims in the amount of \$53,116.66:**

Ms. Boroviak reviewed the consent agenda with the Board. Following discussion, upon a motion duly made by Director Edgar, seconded by President Caldwell and, upon vote, unanimously carried, the Board ratified the consent agenda, as presented.

**PUBLIC COMMENT**

Mr. Tschirpke wished everyone happy holidays.

**FINANCIAL MATTERS**

**FIRST DISCUSSION**

**Payment of Claims:**

Ms. Boroviak reviewed the payment of claims with the Board, noting that one more invoice from Fossil Creek will be added. No action was taken.

**SECOND DISCUSSION**

**Public Hearing on the Proposed 2025 Authority Budget. Resolution to Adopt the 2025 Budget and Appropriate Sums of Money:**

The public hearing to consider the proposed 2025 Authority Budget was continued

from the November 13, 2024 meeting. Ms. Johnson presented the information discussed with the Budget Committee to bring the 2025 budget into balance noting that expenditures were reduced in the audit and website line items. She then discussed the recommendation from the committee to not fund the Capital Repair and Replacement Fund and Discretionary Fund line items for 2025. She reported that she spoke with both the attorney for District 1 and 2 on this suggestion and they both provided opinions that the current Authority Establishment Agreement (“AEA”) does allow for this flexibility in years when there is not sufficient revenue to fund those funds.

Ms. Clark inquired where funds would go should the Authority receive excess revenue. Discussion ensued. The Board determined this would be addressed should the situation arise.

The public hearing was closed.

Director Edgar asked Attorney Pogue for the section of the AEA that allows for the flexibility not to fund the Capital Repair and Replacement and Discretionary Funds. Attorney Pogue provided that information.

Following discussion, upon a motion duly made by President Caldwell, seconded by Director Mead and, upon vote, unanimously carried, the Board approved the 2025 Budget and adopted Resolution No. 2024-12-04 Adopting 2025 Budget and Appropriate Sums of Money.

**Wipfli to Prepare the 2024 Audit:**

Ms. Johnson reviewed the engagement letter with the Board. Following discussion, upon a motion duly made by Director Billinger, seconded by President Caldwell and, upon vote, unanimously carried, the Board approved engaging Wipfli to prepare the 2024 Audit.

**OPERATIONS & MAINTENANCE**

**FIRST DISCUSSION**

None.

**SECOND DISCUSSION**

**Current Policy Regarding Maintenance Crew Access to Sales and Info. Center for Cleaning Purposes and Possible Amendments:**

Ms. Johnson reviewed the amended policy with the Board. The current policy that was approved by the Board several years ago restricted the maintenance employees from access to the Sales and Info Center. The revised policy would allow the maintenance crew access to the facility. The maintenance employees will now clean the facility on a regular basis and the contract with MaidPro will be

terminated in an effort to save costs. The maintenance employees will not have access to the offices leased by REI.

Following discussion, upon a motion duly made by Director Billinger, seconded by Director Edgar and, upon vote, unanimously carried, the Board the Board approved revising the current policy regarding maintenance crew access to Sales and Info. Center.

**2025 Amenity Fees:**

Ms. Clark provided a recommendation regarding increasing the 2025 Amenity Fees for the Board. No action was taken.

**CAPITAL AMENITIES**

**Fiber Optics Project:**

Mr. Farrell provided an update for the Board. He noted the results of the Hilltop grant application are anticipated in early February of 2025. He then summarized another opportunity for enhanced internet service to the community. The company that is interested in bringing this service to the community has asked to access the property to determine the best location for the needed infrastructure. Ms. Johnson will forward the hold harmless agreement provided by the company to Attorney Pogue for his review prior to execution.

**FIRST DISCUSSION**

None.

**SECOND DISUSSION**

None.

**INFRASTRUCTURE MATTERS**

**FIRST DISCUSSION**

None.

**SECOND DISUSSION**

**Drexel, Barrell & Co. Proposal for Potholing in the amount of \$1,180.00:**

Ms. Johnson reviewed the proposal with the Board. Following discussion, upon a motion duly made by Director Edgar, seconded by Director Mead and, upon vote, unanimously carried, the Board approved the Drexel, Barrell & Co. proposal for potholing in the amount of \$1,180.00.



LEGAL MATTERS**Executive Session Pursuant to Section 24-6-402(4)(b), C.R.S., to Receive Legal Advice from General Legal Counsel:**

An Executive Session was not needed.

**FIRST DISCUSSION**

None.

**SECOND DISCUSSION**

None.

MANAGER MATTERS**FIRST DISCUSSION**

None.

**SECOND DISCUSSION****Website Compliance Coordinator to Obtain a Proposal for Remediation Services for Statutorily Required Documents and Board Member to Work with Staff on Proposal:**

The Board deferred action until the next meeting.

OTHER MATTERS

President Caldwell provided an update to the pathway project, noting that it is almost complete, and a few punch list items have been requested of the contractor to be completed by the end of the year. Seeding will occur in the spring of 2025.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Billinger, seconded by President Caldwell and, upon vote, unanimously carried, the Board adjourned the meeting at 7:01 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 (THE “AUTHORITY”)  
HELD  
NOVEMBER 13, 2024

A special meeting of the Board of Directors of the Beebe Draw Farms Authority (referred to hereafter as the “Board”) was convened on November 13, 2024, at 7:00 p.m. This Authority Board meeting was held at 16494 Beebe Draw Farms parkway, Platteville, CO 80651 and via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in attendance were:  
William (“Bill”) Caldwell, President  
Diane Mead, Vice-President  
Cindy Billinger, Treasurer  
Scott Edgar, Secretary

Also, In Attendance Were:  
Lisa Johnson, Shauna D’Amato and Terri Boroviak, CliftonLarsonAllen LLP (“CLA”)  
Kayla Enriquez, Esq.; Icenogle Seaver Pogue, P.C. (“ISP”)  
Kelly Deitman, Catrena Rosentreader, Kelley Trujillo, MaryJo and Ed Farrell, Crystal Clark, Patty Caldwell, Brenda Lewis, Gerry Tschirpke, Tina Wernsman, Christine Hethcock, Melanie Briggs, Janet Konkell and other members of the public.

ADMINISTRATIVE MATTERS

**Quorum, Location of Meeting Posting of Meeting Notice:**

The presence of a quorum was confirmed. It was further noted that notice of the time, date and location was duly posted and that no objections to the location or any requests that the meeting place be changed by taxpaying electors within the Authority’s boundaries have been received.

**Call to Order and Agenda:**

The meeting was called to order at 7:25 p.m. The Board reviewed the agenda for the meeting. Following discussion, upon motion duly made by President Caldwell, seconded by Director Billinger and, upon vote, unanimously carried, the Board approved the agenda, as presented.

**Disclosures of Potential Conflicts of Interest:**

The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. The members of the Board were requested to 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 statute.

**FIRST DISCUSSION:**

**October 9, 2024 Special Meeting Minutes:**

Ms. Johnson presented the October 9, 2024 Special Meeting Minutes to the Board. No action was taken.

**District Transparency Notice Similar to Section 32-1-809, C.R.S.:**

Ms. Johnson and Ms. Enriquez reviewed the requirements with the Board. Discussion ensued. No action was taken.

**CliftonLarsonAllen LLP Statements of Work for 2025:**

Ms. Johnson reviewed the statements of work with the Board and discussed a fixed fee arrangement for the Authority for management and accounting services for 2025. Discussion ensued. No action was taken.

**Property and Liability Coverage Renewal for 2025 and Property Schedule:**

President Caldwell will work with Ms. D'Amato to review the insurance documents. No action was taken.

**Worker's Compensation Coverage Renewal:**

Ms. Johnson reviewed worker's compensation coverage with the Board. No action was taken.

**Resolution No. 2024-11- Regarding 2025 Annual Administrative Matters:**

Ms. Johnson reviewed the resolution with the Board. No action was taken.

**Resolution No. 2024-11- Regarding 2025 Meeting Resolution:**

The Board discussed holding meetings on the second Wednesday of each month at 6:00 p.m. at the Facilities and Maintenance Building and via Microsoft Teams. No action was taken.

**Resolution No. 2024-11- Second Amendment to Amended and Restated Public Records Policy Resolution:**

Ms. Johnson reviewed the resolution with the Board. No action was taken.

**SECOND DISCUSSION:**

**September 18, 2024 Special Meeting Minutes:**

Following review, upon a motion duly made by Director Billinger, seconded by Director Mead and, upon vote, majority carried, the Board approved the September 18, 2024 Special Meeting Minutes.

## CONSENT AGENDA

### **Payment of Claims in the amount of \$21,840.83:**

Ms. Johnson reviewed the consent agenda with the Board. Following discussion, upon a motion duly made by President Caldwell, seconded by Director Mead and, upon vote, unanimously carried, the Board ratified the consent agenda, as presented.

## PUBLIC COMMENT

Ken Rose communicated that the community will host a cookie making event at the Facilities and Maintenance Facility. It was noted that maintenance workers will make cookies and invite the community to stop by on November 23, 2024.

Crystal Clark requested the Operations and Maintenance forecasts that were requested by Director Edgar be provided for public review. Director Edgar will work with Bruce O'Donnell to do so.

## FINANCIAL MATTERS

### **FIRST DISCUSSION**

#### **Payment of Claims:**

Ms. Johnson and Ms. Boroviak reviewed the payment of claims with the Board. No action was taken.

#### **Wipfli to Prepare the 2024 Audit:**

Ms. Johnson and Ms. Boroviak reviewed the engagement letter with the Board. No action was taken.

### **SECOND DISCUSSION**

#### **2025 Draft Budgets from Beebe Draw Farms Metropolitan District Nos. 1 & 2. Public Hearing on the Proposed 2025 Authority Budget:**

Ms. Johnson opened the public hearing to consider the proposed 2025 Authority Budget at 7:55 p.m. It was noted that Notice stating that the Board would consider adoption of the 2025 budget and the date, time and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

Ms. Boroviak presented the budget to the Board. It was noted that a shortfall in revenue was identified during the preparation of the budget. Ms. Johnson

recommended the Board take time to review and adopt the budget at the next meeting. Discussion ensued.

Ed Farrell asked if the infrastructure fund can be transferred to cover the deficit. Ms. Johnson responded that the Authority Establishment Agreement does not allow this.

Following discussion, upon a motion duly made by President Caldwell, seconded by Director Billinger and, upon vote, unanimously carried, the Board continued the public hearing to the meeting on December 11, 2024 at 6:00 p.m.

Ms. D'Amato was directed to organize a budget committee meeting sometime the first week in December.

## OPERATIONS & MAINTENANCE

### **FIRST DISCUSSION**

#### **Current Policy Regarding Maintenance Crew Access to Sales and Info. Center for Cleaning Purposes and Possible Amendments:**

Ms. Johnson reviewed the policy and needs with the Board, noting that the center needs to be cleaned on a regular basis such as every two weeks. Discussion ensued regarding potentially adopting a policy regarding such maintenance. No action was taken.

#### **2025 Amenity Fees:**

Ms. Johnson reviewed the 2025 Amenity Fees with the Board and inquired if an increase is desired. Ms. Clark, Director Billinger and President Caldwell will discuss further and present a recommendation for changes at a future meeting.

### **SECOND DISCUSSION**

None.

## CAPITAL AMENITIES

### **Fiber Optics Project:**

Mr. Farrell provided an update for the Board, noting that Hilltop submitted a third BEAD application and a funding decision will be made in February 2025.

### **FIRST DISCUSSION**

None.

### **SECOND DISCUSSION**

None.

## INFRASTRUCTURE MATTERS

### FIRST DISCUSSION

#### **Drexel, Barrell & Co. Proposal for Potholing in the amount of \$1.180.00:**

Ms. Johnson reviewed the proposal with the Board, noting that it relates to the drainage matters the Authority is addressing on lots 74, 75 and 76. Director Caldwell explained that a gas line is in the way of the most efficient way to solve the runoff problem. In order to determine the depth of the gas line, potholing is required. No action was taken.

### SECOND DISCUSSION

None.

## LEGAL MATTERS

#### **Executive Session Pursuant to Section 24-6-402(4)(b), C.R.S., to Receive Legal Advice from General Legal Counsel:**

An Executive Session was not needed.

### FIRST DISCUSSION

None.

### SECOND DISCUSSION

#### **Policy Regarding Resident Communication:**

Ms. Johnson reviewed the policy with the Board. Following discussion, upon a motion duly made by President Caldwell, seconded by Director Edgar and, upon vote, unanimously carried, the Board approved the Policy Regarding Resident Communication.

## MANAGER MATTERS

### FIRST DISCUSSION

#### **Website Compliance Coordinator to Obtain a Proposal for Remediation Services for Statutorily Required Documents and Board Member to Work with Staff on Proposal:**

Ms. D'Amato and Ms. Billinger reviewed the website documents and recommended documents to be remediated. The Board directed staff to provide a proposal for the Board to review at the next meeting.

**SECOND DISCUSSION**

**Website Compliance Coordinator:**

Following discussion, upon a motion duly made by Director Billinger, seconded by Director Mead and, upon vote, unanimously carried, the Board designated CLA as the website compliance coordinator.

**OTHER MATTERS**

President Caldwell provided an update to the pathway project, noting that it is almost complete, a beacon needs to be installed at a crosswalk, and a few punch list items have been requested of the contractor to be completed by December 2024.

**ADJOURNMENT**

There being no further business to come before the Board at this time, upon a motion duly made by Director Billinger, seconded by President Caldwell and, upon vote, unanimously carried, the Board adjourned the meeting at 8:44 p.m.

Respectfully submitted,

By \_\_\_\_\_

Secretary for the Meeting

**EXHIBIT A****Amenity Fees  
(Effective Jan 1, 2025)**

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. \$10 new or replacement key card fee.\*
- c. Full payment due at time of membership.
- d. Additional guest passes can be purchased in advance for \$7/pp.

\*Max 2 active key cards per membership.

**2. Non-residents of/non-property owners within the Authority ("Non-Authority"):**

- a. \$400.00/year.
- b. \$10 new or replacement key card fee.\*
- c. Full payment due at time of membership.
- d. Additional guest passes can be purchased in advance for \$7/pp.

\*Max 2 active key cards per membership.

**B. Pavilion adjacent to Swimming Pool - Reservation****1. In-Authority:**

- a. \$45.00 non-refundable fee per event.\*
- b. Full payment due in conjunction with reservation booking.

\*Includes gas grill.

**2. Non-Authority:**

- a. \$100.00 non-refundable fee per event.\*
- b. Full payment due in conjunction with reservation booking.

\*Includes gas grill.



**C. Party at the Swimming Pool Including Adjacent Pavilion - 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**

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. \$15.00 non-refundable fee per family.
- 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. \$50.00 non-refundable payment and \$50.00 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\*\***

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.

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RESOLUTION NO. 2024-01-02

SECOND 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 uniform fees for use of the Amenities (the “**Fee(s)**”).

E. The Board previously adopted an amended and restated resolution pursuant to Resolution 2021-05-03 on May 12, 2021, as amended pursuant to Resolution 2022-05-01 on May 11, 2022 as recorded in the official records of Weld County, Colorado at Reception No. 4828103 on May 17, 2022 (together, the “**Resolution**”).

F. The Board has determined to adjust the Fees for use of the Amenities adopted pursuant to the Resolution, considering increasing costs and the ongoing operations and maintenance needs of the Amenities and desires to amend the Resolution 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 January 1, 2024.

2. Except as set forth herein, the provisions of the Resolution shall remain in full force and effect.

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APPROVED AND ADOPTED THIS 10<sup>th</sup> DAY OF JANUARY 2024.

**BEEBE DRAW FARMS AUTHORITY**

DocuSigned by:

*Sharon Dillon*

AFB8C92ADF58C53...

By: Sharon Dillon  
Its: President

DocuSign Envelope ID: AE45AA79-A84B-4E42-8074-07D014FF4167

**EXHIBIT A**

**Amenity Fees**

**EXHIBIT A**

**Amenity Fees  
(Effective Jan 1, 2024)**

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. \$10 new or replacement key card fee.\*
  - c. Full payment due at time of membership.
- \*Max 2 active key cards per membership.

2. Non-residents of/non-property owners within the Authority ("Non-Authority"):

- a. \$400.00/year.
  - b. \$10 new or replacement key card fee.\*
  - c. Full payment due at time of membership.
- \*Max 2 active key cards per membership.

**B. Pavilion adjacent to Swimming Pool - Reservation**

1. In-Authority:

- a. \$25.00 non-refundable fee per event.\*
  - b. Full payment due in conjunction with reservation booking.
- \*Includes gas grill.

2. Non-Authority:

- a. \$100.00 non-refundable fee per event.\*
  - b. Full payment due in conjunction with reservation booking.
- \*Includes gas grill.

**C. Party at the Swimming Pool Including Adjacent Pavilion - 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**

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. \$15.00 non-refundable fee per family.
- 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. \$50.00 non-refundable payment and \$50.00 refundable deposit per event.
  - b. Full payment (\$100.00) 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\*\***

- 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.



CHANGE REQUEST No. 3



**FOSSIL CREEK BUILDERS**

DESIGN CONSTRUCT  
FABRICATE

**DATE:** 12/20/24  
**PROJECT:** Beebe Draw Farms Path  
**PROPOSED CHANGED SCOPE:** Time Extension  
**PREPARED BY:** Jon McElwain  
**PHONE:** 970-817-0009

**TO:** Mr. Cameron Kapp  
Drexel Barrel  
1376 Miners Drive, Suite 107  
Lafayette, CO 80026  
**PHONE:** 303.442.4338  
**EMAIL:** [cknapp@drexelbarrell.com](mailto:cknapp@drexelbarrell.com)

DESCRIPTION OF ADDED OR CHANGED SCOPE	Price	Units	Quantity	Extended
<b>Multi-Use Path Improvements</b>				
This Change Order Request adds time for spring seeding (to occur in the the first two weeks of February), it allows for asphalt sealing and asphalt punch list items to occur during favorable weather and temperatures (to occur as weather allows), and allows time for final shaping of path shoulders (to occur in January). This is a no cost change order request.	\$0.00	LS	0	\$0.00
Revised Contract Completion Date is <u>April 15, 2025</u>	\$0.00	LS	0	\$0.00
<b>Subtotal:</b>				<b>\$0.00</b>
Overhead - 4%				\$0.00
Fee - 5%				\$0.00
Payment and Performance Bonds				\$0.00
<b>TOTAL:</b>				<b>\$0.00</b>

**Our Terms and Conditions:**

1. This proposal is valid for thirty (30) days from the date of the bid.
2. This proposal assumes that Fossil Creek Builders and the Owner will develop a mutually agreeable job schedule for the proposed scope.
3. The proposal is based on entering into a contract with your firm equal to an AIA short form contract, or signing this proposal below.
4. The General Contractor and all of its subcontractors shall comply with applicable terms and provisions of the Occupational Safety and Health act of 1970.
5. Change Orders will not be executed until written approval from the Owner or General Contractor is received.
6. Drilling, blasting, rock excavation, moving existing utilities, seeding maintenance are excluded.
7. Monthly progress payments shall be tendered to Fossil Creek Builders on a regularly scheduled basis, with payment terms of net 30 days.
8. Fossil Creek Builders shall not be liable for any consequential, punitive, liquidated, or indirect damages, with liability being expressly limited to the amount of payment received by Fossil Creek Builders pursuant to the proposal.
9. The warranty shall be for a period of one year. If a period other than one year is required, the Owner shall inform Fossil Creek Builders of the required term. Pricing may vary for additional warranty time or terms.
10. The Owner shall provide adequate space, including egress, to Fossil Creek Builders for staging and storing of equipment on site.
11. This proposal is based on forty (40) hours of work per week. Overtime, weekends, and holidays are excluded.
12. Fossil Creek Builders will not be responsible for work done on our account unless specifically authorized by Fossil Creek Builders in writing.

**Notes Exclusions:**

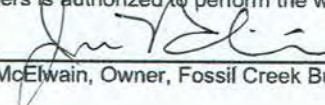
1. Testing and inspection are excluded.
2. Drilling, blasting, rock excavation, buried trash, moving existing utilities, and seeding maintenance or watering are excluded.
3. Clear and grub materials to be spread on site within disturbance limits.
4. Landscape amendments and topsoil are excluded.
5. Owner to provide water meter and water for earthwork and utility purposes

- 6. Existing utility adjustments are excluded.
- 7. As-built drawings are excluded.
- 8. A fuel surcharge will be added if fuel prices rise above \$3.80/gal.

All material is guaranteed to be as specified. All prices are subject to acceptance within 30 days following proposal date and further prices are subject to the following qualifications: No back charge will be honored unless Fossil Creek Design is notified within 48 hours in writing . Fossil Creek Design will not accept "Paid if Paid" payment terms. Terms of payment as stated in this contract will be paid in accordance to signed agreement by Owner. Any payment not received within agreed terms will be subject to 1.5% per month finance charge. Fossil Creek Design shall be entitled to recover all costs of collection, including reasonable attorney's fees. All work to be completed in a substantial workmanlike manner according to specification submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above the estimate. Cleanup to be limited to removing of all debris, dirt, and rubbish accumulated as a result of installation, leaving premises broom clean and orderly. All agreements contingent upon strikes, accidents, force majeure, or delays beyond Fossil Creek Builders control. Owner shall carry fire, tornado, and other necessary insurance and builders risk insurance to protect work in progress. By signing this proposal Owner is entering into a legal binding contract with Fossil Creek Builders. Unfilled payment in the terms stated above will result in Fossil Creek Builders taking legal action to acquire payment.

**Acceptance of Proposal:**

Signature below indicates that the above prices, specifications, and conditions are satisfactory and are hereby accepted, and that Fossil Creek Builders is authorized to perform the work as specified.

  
 \_\_\_\_\_  
 Jon McElwain, Owner, Fossil Creek Builders

12-20-24  
 \_\_\_\_\_  
 Date

Mr. Cameron Kapp  
 \_\_\_\_\_

\_\_\_\_\_  
 Date

Customer PO Number: \_\_\_\_\_

October 30, 2024

**BEEBE DRAW FARMS**

Weld County, Colorado

**Attn: Lisa Johnson**

**Transmitted via email: [Lisa.Johnson@claconnect.com](mailto:Lisa.Johnson@claconnect.com)**

**RE: Change Order/Add Services Request for playground ramp design**

Lisa,

At a recent site meeting on October 10, 2024 with Bill Caldwell and Cindy Billinger (Board members from the Beebe Draws Farm Authority) it was requested that Drexel, Barrell & Co. provide a proposal for an ADA ramp design at the playground located on the east side of the Community Building at the Beebe Draw Farm Subdivision.

Our proposed NOT TO EXCEED fee will be **\$1,700** for this work. This amount is in addition to other fees already agreed upon under our current contract for work on this site.

The assumptions for this scope of work include:

- *No surveying will be conducted. The ramp design will be based on photos and general understanding of the existing conditions and measurements of the site.*

Upon authorization, it will take approximately 1 week to complete the work. Final deliverables will be a stamped/sealed drawing/plan for the ramp design including all necessary details. The terms and conditions associated with our current contract will remain valid for this additional add services work. Thank you for the opportunity to provide this add service request. Please feel free to contact me with any questions at 303-442-4338.

Beebe Draw Farms  
October 30, 2024

- 2 -

Accepted:

**Drexel, Barrell & Co.**

A handwritten signature in black ink, appearing to read "Cameron W. Knapp". The signature is stylized and written over a faint, larger signature.

**Cameron W. Knapp, P.E.**

Project Manager

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

**BEEBE DRAW FARMS AUTHORITY**  
**CIVIL ENGINEERING SERVICES CONTRACT**

This **CIVIL ENGINEERING SERVICES CONTRACT** (“Contract”) is entered into effective as of March 12, 2025, 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 A. G. WASSENAAR, INC., a Colorado corporation (the “Contractor”).

**RECITALS**

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

**WHEREAS**, the Authority has determined that it requires the performance of civil engineering services and desires to engage the Contractor to render these services; and

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

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

**TERMS AND CONDITIONS**

**1. SCOPE OF SERVICES.**

The Contractor shall provide the geotechnical engineering services, 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 Contract. If such a schedule is included, the Services shall be performed in accordance with the schedule set out in **Exhibit A**.

**2. COMPENSATION.**

2.1. Compensation for Services. The Authority shall compensate the Contractor for all labor, equipment and material necessary to provide the Services according to the rate schedule attached hereto and incorporated herein in **Exhibit B**, subject to Authority annual appropriations and in accordance with and subject to all of the conditions in this Contract. In no event shall compensation for the Services exceed Three Hundred Sixty-Six Thousand Two Hundred Fifty Dollars (\$366,250.00) (the “Compensation”). The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the Authority.

2.2. Additional Services. If the Authority provides Contractor with a written request for services in addition to those listed in Exhibit A (“Additional Services”), any Additional Services will be provided on a time and materials basis. Upon receipt of such a request, the Authority and the Contractor shall negotiate the scope of the relevant Additional Services, which shall be subject to the mutual written agreement of the Authority and the Contractor. If the Contractor performs any Additional Services prior to or without receiving such a request from the Authority, the Contractor

shall not be entitled to any compensation for such Additional Services.

2.3. Payments. The Contractor shall submit monthly invoices to the Authority for Services satisfactorily performed during each month of the term of this Contract. The Authority's approval of invoices shall be a condition of payment. 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: Lisa A. Johnson, Manager.

2.3.1. Requirements for Payment.

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.

b. Invoice Documentation. With each invoice, the Contractor shall submit a progress report providing the following: (1) a detailed description of the Services performed; (2) the name of the person who performed the Services; (3) the date and time when the Services were performed; (4) the results achieved; (5) receipts which document direct costs reflected in the invoice; (6) the status of deliverables; and (7) a certification that the Contractor is current in payment of all employees and subcontractors and vendors and, if not current, a description of the non-current items and reasons for such.

2.3.2. 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.

2.4. Time of Payments. The Authority shall render payment to the Contractor 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.

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

2.5.1. The Authority has appropriated an amount of money equal to or in excess of the contract amount for the Services to be performed under this Contract.

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

termination clauses.

2.5.3. Any form of order or directive issued by the Authority requiring additional compensable work to be performed by the Contractor shall be deemed to include a clause that requires the Authority to reimburse the Contractor for the Contractor's costs on a periodic basis for all additional directed work performed until such time as a change order is finalized. Provided, however, that in no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the Authority for the additional compensable work to be performed.

### 3. **TERM.**

The term of this Contract shall be from the date first set forth above and shall expire on December 31, 2025. Thereafter, the Contract will automatically renew on January 1 for an additional one (1) year term in 2026 unless terminated by the exercise of the termination provisions specified herein, whichever occurs first.

### 4. **GENERAL PROVISIONS/REPRESENTATIONS.**

4.1. Inspections/Services. To the extent the Contractor deems necessary, the Contractor has inspected the observable surface conditions for the sites and all surrounding locations whereupon it may be called to perform its obligations under this Contract and is familiar with the requirements of the Services and accepts them for such performance.

4.2. Good Standing. The Contractor is validly organized and exists in good standing under the laws of the State of Colorado and has all requisite power to own its properties and assets and to carry on its business as now conducted or proposed to be conducted and it is duly qualified, registered to do business and in good standing in the State of Colorado.

4.3. Professional Standards. The Contractor will perform all Services in accordance with generally accepted standards of care, skill, diligence and professional competence exercised by members of the same profession engaged in the Denver metropolitan area in providing similar services at the time and place that services are rendered.

4.4. Performance During Term. The Contractor will begin providing the Services on the first day of the term of this Contract and will thereafter continually and diligently perform the Services throughout the term of this Contract.

4.5. Compliance with the Law. The Contractor will, at its own expense, throughout the term of this Contract, comply with all federal, state, and local laws, statutes, ordinances, codes, guidelines, court rulings and orders of all governmental authorities applicable to services performed by the Contractor under this Contract, including but not limited to employee safety.

4.6. Personnel. The Contractor represents that all of its personnel who will perform any Services under this Contract have received the information, instructions and training required to provide such Services, including training to prevent harm to such personnel, residence and members of the public who may be in the vicinity.

4.7. Licenses. The Contractor represents that the Contractor and its personnel have all

licenses required by applicable law to perform the Services required by this Contract and will, at Contractor's expense, maintain such licenses throughout the term of this Contract.

4.8. Mechanics' and Materialmen's Liens. The Contractor will (i) make timely payments to Contractor's employees, subcontractors and/or suppliers, and (ii) be responsible for satisfaction of any liens and encumbrances which are filed or asserted against the Authority and/or its property, which liens result from the Services performed by the Contractor under this Contract. If any lien is filed claiming by, through or under the Contractor or the Services performed by the Contractor, the Contractor will commence and diligently pursue the actions necessary to cause such lien to be discharged or bonded within ten (10) days after notice of its filing. If the Contractor fails to commence and diligently pursue the actions necessary to cause such lien to be discharged or bonded within such ten (10) day period, the Authority, in addition to any other available remedy, may bond or discharge the lien and, at the Authority's discretion, deduct its costs incurred, including attorneys' fees and interest at the rate of twelve (12%) percent per annum from the dates incurred, from any payments due the Contractor or invoice the Contractor for the amounts paid. The requirements of this section are conditioned upon payment in full to Contractor for all amounts owed.

4.9. Authorized Execution. The execution, delivery and performance of this Contract and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained.

## 5. INDEMNIFICATION.

Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Contract, the Contractor shall indemnify and hold harmless the Authority and each of its directors, employees, and consultants, 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, of, by, or with respect to third parties ("Any Claims") to the extent they arise, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, material suppliers, agents, representatives, or employees, or the agents, representatives, or employees of any subcontractors or material suppliers (collectively the "Contractor/Related Parties"), in connection with this Contract and/or the Contractor's Services hereunder, including, without limitation, Any Claims which cause or allow to continue a condition or event which deprives the Authority or any of its directors or employees of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.. Provided, however, that the Contractor shall not be liable for any claim, loss, damage, injury, or liability arising out of the negligence of the Authority, its directors, employees, agents, and consultants.

The obligations of the indemnifications extended by the Contractor to the Authority under this Section shall survive termination or expiration of this Contract. However, nothing in this Contract is intended to create an obligation for Contractor beyond the period of any applicable statute of limitations or statute of repose.

The Contractor's indemnification, and insurance obligations shall be to the fullest extent permitted by law and nothing in this Contract shall be construed as requiring the Contractor to indemnify, or insure the Authority against liability for damage arising out of the death or bodily injury to persons or damage to property caused by the negligence or fault of the Authority or any third party under the control or supervision of the Authority.



To the extent the terms of Section 13-50.5-102(8), C.R.S., are applicable to this Contract, the Contractor and the Authority hereby agree for the purposes of this Section that: (i) “the degree or percentage of negligence or fault attributable” to the Contractor/Related Parties as used in Section 13-50.5-102(8)(a), C.R.S., shall be conclusively determined by a trial court at the state level and (ii) the term “adjudication” used in Section 13-50.1-102(8)(c), C.R.S., shall mean a trial court order at the state level.

Insurance coverage requirements specified in this Contract in no way lessen or limit the obligations of the Contractor under the terms of this Section. The Contractor shall obtain, at the Contractor’s own expense, additional insurance, if any, required to satisfy the terms of this Section.

## **6. INSURANCE.**

6.1. General Requirements. The Contractor shall acquire and maintain in full force and effect, during the entire term of the Contract, including any extensions thereof, and for at least six years thereafter, the coverages set forth in subsection 6.2. All insurance is to be placed with insurance carriers licensed in the State of Colorado with an A.M. Best and Company rating of no less than A-(X) or as otherwise accepted by the Authority. The Authority and its respective directors, officers, and employees shall be named as an additional insured as provided in subsection 6.3. The Contractor shall request its insurer to amend or endorse its insurance policy to provide that the insurer will give the Authority sixty (60) days written notice prior to the cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section. In addition, Contractor shall immediately upon receipt provide the Authority a copy of any notice of cancellation, non-renewal or material modification of any policy of insurance obtained to comply with this Section.

### 6.2. Minimum Insurance Coverages.

6.2.1. Workers’ compensation insurance in accordance with applicable law, including employers’ liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) Disease-Policy Limit, One Hundred Thousand Dollars (\$100,000.00) Disease each employee.

6.2.2. Commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each occurrence; Two Million Dollars (\$2,000,000.00) general aggregate, and One Million Dollars (\$1,000,000.00) products and completed operations aggregate. Coverage shall be on an ISO 1996 Form (CG 0001 or equivalent), include all major divisions of coverage and be on a comprehensive basis, including:

- a. Premises and operations;
- b. Personal injury liability;
- c. Contractual liability;
- d. Property damage;
- e. Products and completed operations;
- f. Independent contractors coverage; and
- g. Explosion, collapse and underground (for contractors only).

6.2.3. Commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage, each accident covering owned, leased, hired, non-owned and employee non-owned vehicles used at the project site.

6.2.4. Professional liability coverage in the amount of One Million Dollars (\$1,000,000.00) each claim and in the aggregate covering the negligent acts or omissions of the Contractor and/or its subcontractors in the performance of the Services.

6.2.5. Excess liability coverage, beyond that of the general liability, automobile liability and employers liability coverages required herein, in the amount of at least Two Million Dollars (\$2,000,000.00) combined single limit bodily injury and property damage, each occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate. Separate aggregates need to be structured as found in the underlying coverages.

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

6.3. Additional Insured Parties. The Authority and its respective directors, officers, and employees shall be named as an additional insured on all policies (with the exception of workers' compensation insurance and professional liability coverage). Professional liability coverage shall be endorsed to include contractual liability coverage, insured contract coverage or similar coverage for the professional services performed under this Contract.

6.4. Certificates of Insurance. Prior to commencing any Services under the Contract, the Contractor shall provide the Authority with a certificate or certificates evidencing the coverages identified on the face of the certificate with the contract number for this Contract, the name of the project and a copy of the additional insured endorsement. If the Contractor subcontracts any portion(s) of the Services, such subcontractor(s) shall be required to furnish certificates evidencing workers' compensation and employers' liability insurance, commercial general liability insurance coverage and automobile liability insurance in amounts satisfactory to the Authority and the Contractor and containing the "additional insured," "waiver of subrogation" and "cancellation" conditions found in this Section. If the coverage required expires during the term of this Contract, the Contractor and its subcontractor(s) shall provide replacement certificate(s) evidencing the continuation of the required policies at least fifteen (15) days prior to expiration.

6.5. Additional Provisions. Each liability policy including, where required, umbrella/excess liability policy is to contain, or be endorsed to contain, the following:

6.5.1. The Contractor's insurance coverage shall be primary insurance with respect to the Authority and its directors, officers and employees. Any insurance maintained by the Authority or its directors, officers and employees shall be in excess of the Contractor's insurance and shall not contribute to it.

6.5.2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to limits of liability.

6.6. Compliance with Reporting Provisions. The Contractor shall comply with reporting provisions or other conditions of the policies required herein, and a failure to do so constitutes a breach of this Contract. Any failure on the part of the Contractor to comply with reporting provisions or other

conditions of the policies shall not affect the obligation of the Contractor to provide the required coverage to the Authority (and its directors, officers and employees).

6.7. Claims-Made Policies. If any policy is a claims-made policy, the policy shall provide the Contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase such an extended reporting period if needed to ensure continuity of coverage. The Contractor's failure to purchase such an extended reporting period as required by this Section shall not relieve it of any liability under this Contract. If the policy is a claims-made policy, the retroactive date of any such policy shall be not later than the date this Contract is executed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of any prior claims-made policy, the retroactive date of such subsequent policy shall be no later than the date this Contract is executed by the parties hereto.

6.8. No Limitation on Other Obligations. The procuring of required policies of insurance shall not be construed to limit the Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for any deductible losses under the policy.

6.9. Additional Risks and Hazards. If the Authority requests in writing that insurance for risks other than those described herein or for other special hazards be included in property insurance policies, the Contractor shall obtain such insurance, if available, in a form and for a cost approved by the Authority, and the cost thereof shall be charged to the Authority.

6.10. Subcontractors. If the Contractor subcontracts any portion(s) of the Services, the Contractor shall require that each subcontractor retained by the Contractor acquire and maintain insurance coverage as set forth in this Section 6. The Contractor shall require each subcontractor to provide to the Contractor insurance certificates and endorsements, including necessary updates to the same, demonstrating compliance with this Section 6. The Contractor shall retain all subcontractor insurance certificates and endorsements for the duration of the Contract. The Contractor shall, upon Authority request, submit them to the Authority for review or audit. Failure to acquire and maintain subcontractor insurance certificates is a material breach of this Contract.

## **7. TERMINATION.**

### **7.1. Types of Termination.**

7.1.1. Events of Default and Termination For Cause. The Contractor shall be immediately in default hereunder (an "Event of Default") upon the occurrence of any of the events described below:

- a. Any breach of the terms and conditions of this Contract that Contractor does not cure or commence to cure within ten (10) days of written notice.
- b. Failure to perform the Services under this Contract, or significant delay or discontinuance of performance of the Services.
- c. Lack of financial responsibility (including failure to obtain and maintain insurance) for loss or damage to the Authority or its property.
- d. Dishonesty, embezzlement or false reporting of any material financial information, including but not limited to invoices.
- e. Insolvency, bankruptcy or commission of any act of bankruptcy or

insolvency or assignment for the benefit of creditors.

f. Any attempt by the Contractor to assign its performance of this Contract without the consent required by this Contract.

g. Termination of any subcontract for any substantial Services without the prior written consent of the Authority.

In addition to any other rights provided herein, upon an Event of Default, the Authority shall have the right in its sole discretion to immediately terminate this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.1.2. Termination Not For Cause. In addition to any other rights provided herein, the Authority shall have the right in its sole discretion to terminate, upon thirty (30) days advance notice, not for cause, this Contract and further performance of the Services, in whole or in part, by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination.

7.2. Any Other Remedies Allowed by Law. The Authority shall be entitled to any other remedies allowed by law in addition to the remedies provided in this Section.

7.3. Payment and Liabilities Upon Termination.

7.3.1. Termination for Cause. If an Event of Default has occurred, the Contractor shall be liable to the Authority for any actual damages for losses, including, but not limited to, any and all costs and expenses reasonably incurred by the Authority or any party acting on the Authority's behalf in completing the Services or having the Services completed that are in excess of the remaining Contract balance at the time of termination (excluding changes in the Services by the Authority following such Event of Default). The Authority shall determine the total cost of the Services satisfactorily performed by the Contractor prior to the effective date of termination for cause. All reasonable damages, losses, costs and charges incurred by the Authority, including attorney's fees and costs, relating to obtaining and mobilizing another contractor, of completing the Services and of retaining another contractor's acceptance of full responsibility for all obligations of the Contractor under this Contract shall be deducted from any monies due or which may become due to the Contractor. The Authority shall determine the total amount due and shall notify the Contractor in writing of the amount the Contractor owes the Authority or the amount the Authority owes the Contractor.

7.3.2. Termination Not For Cause. After termination not for cause, the Contractor shall submit a final termination settlement invoice to the Authority in a form and with a certification prescribed by the Authority. The Contractor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Authority upon written request of the Contractor within such thirty-day period.

7.4. Contractor's Obligations Upon Termination. After receipt of notice of termination, for cause or not for cause, and unless otherwise directed by the Authority, the Contractor shall immediately proceed as follows:

7.4.1. Stop work on the Services as specified in the notice of termination; and

7.4.2. Take any action that may be necessary, or that the Authority may direct, for the protection and preservation of the Services and property related to this Contract that is in the possession of the Contractor and in which the Authority has or may acquire an interest.

## **8. OWNERSHIP OF MATERIALS AND RISK OF LOSS.**

Upon full payment, all work product of the Contractor prepared pursuant to this Contract, including but not limited to all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall be, upon preparation, and remain the property of the Authority under all circumstances, whether or not the Services are completed. All work product shall be provided to the Authority at the time of completion of any of the discrete tasks specified herein or at the time of termination of this Contract, whichever event first occurs, and shall be provided to any subsequent owners only with the Authority's express permission. The Contractor shall maintain reproducible copies on file of any such work product involved in the Services for a period of five (5) years and shall make them available for the Authority's use and provide such copies to the Authority, upon request, at commercial printing rates. At any time, the Authority may obtain reproducible copies of the Contractor's work product by paying printing costs as set forth above. The provisions of this section are conditioned upon full payment to Contractor for all amounts due.

## **9. CONTRACTOR'S TRADE SECRETS AND OPEN RECORDS REQUESTS.**

9.1. Application of the Act. The Contractor acknowledges and agrees that all documents in the Authority's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 *et seq.*, Colorado Revised Statutes, and the Contractor acknowledges that the Authority shall abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. The Contractor shall be responsible for all costs incurred in connection with any determinations required to be made by a court, pursuant to the Colorado Open Records Act. The Contractor is advised to contact legal counsel concerning such acts in application of the Colorado Open Records Act to the Contractor.

9.2. Confidential or Proprietary Materials. If the Contractor deems any document(s) which it submits to the Authority to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the Authority together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the Authority; however, the Authority will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

9.3. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by the Contractor to the Authority, the Authority's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court, and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

## **10. INDEPENDENT CONTRACTOR.**

It is the express intention of the parties that the Contractor is not employed by the Authority but is an

independent contractor. An agent or employee of Contractor shall never be or deemed to be and employee or agent of the Authority. The manner and means of providing the Services are under the sole control of the Contractor. The payment or withholding of any federal, state and local taxes for the Contractor, its employees or agents shall be the responsibility of the Contractor. As an independent contractor, the Contractor shall be responsible for complying with all applicable workers' compensation laws concerning itself, its agents, employees and subcontractors.

#### **11. ASSIGNMENT.**

Neither the Authority nor the Contractor may assign this Contract or parts hereof or its rights hereunder without the express written consent of the other party.

#### **12. SUBCONTRACTORS.**

To the extent that the Contractor engages subcontractors to perform, or otherwise provide support to assist the Contractor to perform, any portion of the Services performed under this Contract (each a "Permitted Subcontractor"), then: (a) the Contractor shall remain responsible for the services, tasks, functions and responsibilities performed by Permitted Subcontractors to the same extent as if such services, tasks, functions and responsibilities were performed directly by the Contractor and, for purposes of this Contract, such Services shall be deemed Services performed by the Contractor; (b) the Contractor shall cause such Permitted Subcontractors to comply with the obligations and restrictions associated with the services, tasks, functions and responsibilities performed by such Permitted Subcontractors that are applicable to the Contractor under this Contract; and (c) the Contractor shall acquit its responsibilities as provided in subsection 6.10 of this Contract.

#### **13. MISCELLANEOUS**

13.1. Time is of the Essence. The performance of the Services of the Contractor shall be undertaken and completed in accordance with this Contract and in such sequence as to assure its expeditious completion in light of the purposes of this Contract. It is agreed that time is of the essence in the performance of this Contract.

13.2. Notice. All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), or (c) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed given (i) when received, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, or (iii) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this Section:

##### **Notices to Authority:**

Beebe Draw Farms Authority  
 c/o CliftonLarsonAllen LLP  
 8390 E Crescent Pkwy, Suite 300  
 Greenwood Village, Colorado 80111  
 Attn: Lisa A. Johnson, Manager  
 Email: Lisa.Johnson@claconnect.com

**With a copy to:**

Icenogle Seaver Pogue, P.C.  
 4725 South Monaco Street, Suite 360  
 Denver, CO 80237  
 Attn.: Alan D. Pogue  
 Email: APogue@isp-law.com

**Notices to Contractor:**

A. G. Wassenaar, Inc.  
 3211 South Zuni Street  
 Englewood, CO 80110  
 Attn: Ashley McDaniels  
 Email: mcdanielsa@agwco.com

13.3. Governmental Immunity. Nothing in this Contract 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, Sections 24-10-101, *et seq.*, C.R.S.

13.4. 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 appropriation. The Authority has appropriated sufficient funds for this Contract for the current fiscal year.

13.5. Entire Contract. This Contract constitutes the entire agreement between the parties and sets forth the rights, duties and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Contract are of no force and effect.

13.6. Contract Modification. The Contract may not be amended, altered or otherwise changed except by a written agreement signed by the parties.

13.7. No Waiver. No waiver of any of the provisions of this Contract shall be deemed to constitute a waiver of any other of the provisions of this Contract, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

13.8. Controlling Law and Venue. The parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Contract or any Services to be provided hereunder shall lie in the state courts of the State of Colorado.

13.9. Binding Contract. This Contract shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

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

13.11. Severability. The invalidity or unenforceability of any portion or previous version of this Contract shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance of this Contract shall be construed and enforced as if this Contract did not contain such invalid or unenforceable portion or provisions.

13.12. Headings. The headings and captions in this Contract are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Contract.

13.13. Counterpart Execution. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

13.14. Corporate Protection. Contractor is a Colorado corporation. The Authority agrees that its sole remedy for any claims, damages, losses, expenses and costs arising from Contractor's services regarding the project shall be against this entity and not against any individual employee, member or owner of Contractor.

**[Remainder of page intentionally left blank.]**



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

**A. G. WASSENAAR, INC.:**

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By:  
Its:

**AUTHORITY:**

BEEBE DRAW FARMS AUTHORITY

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By: Bill Caldwell  
Its: President

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Contractor shall provide the following services in relation to the Authority's Pelican Lakes Ranch project, generally located north and east of Weld County Roads 32/39 in Weld County, Colorado:

- **Project Assistance as outlined below or as mutually amended:**
  - Project Coordination: Agency meetings, client and consultant coordination;
  - Schedule review, preparation and analysis;
  - Budget and cost review analysis;
  - Client, Owner/Developer, Agency meetings, preparation, presentation and attendance as necessary;
- **Final Plat/PUD Civil Engineering Construction Documents**
  - Approximately 285 rural type lots, utilizing Weld County standards and criteria.
  - Coordinate with others preparing Final Plat/PUD, Landscaping or other supporting documents.
  - Convert previously submitted documents, review and commence resubmittals.
  - Civil Engineering:
    - Provide Title Sheet, General Notes, Signatures, Details;
    - Provide Grading and Erosion Control Plans;
    - Roadway Plan and Profiles;
    - Provide Utility Plan and Profiles;
    - Provide Drainage Report;
    - Provide Utility Analysis;
    - Provide Phasing Plans;
    - Provide Cost Projections.
- **Exclusions: Application or processing Fees, Surveys, Title Commitment, Structural, Lighting, Architecture, Geotech, Construction Phase, Environmental, Offsite Improvements, or any items not specifically identified herein.**

## EXHIBIT B

### SERVICES RATE SCHEDULE

#### FIELD AND LABORATORY TESTING OF SOILS

Swell or Consolidation (undisturbed) (ASTM D 4546), per test .....	\$ 60.00
Swell or Consolidation (remolded) (ASTM D 4546), per test .....	80.00
One Dimensional Timed Consolidation (ASTM D 2435), per load increment .....	120.00
Grain-size Analysis, 6 inch thru the No. 200 sieve (ASTM D 6913), per test .....	80.00
Hydrometer Analysis (ASTM D 422), per test .....	90.00
Plastic and Liquid Limits (ASTM D 4318), per sample .....	70.00
Natural Moisture Content and Dry Unit Weight (ASTM D 2216), per test .....	25.00
Specific Gravity (ASTM D 854), per test .....	100.00
Unconfined Compression (ASTM D 2166), per test .....	80.00
Unconfined Compression (ASTM D 2166) Remolded, per test .....	100.00
Resistance R-Value (ASTM D 2844) .....	450.00
Resistivity (AASHTO T288) .....	70.00
Chlorides (ASTM D 4327) .....	30.00
pH (AASHTO T289) .....	30.00
Water Soluble Sulfates (ASTM D 4327), per sample .....	50.00
Proctor Tests-Standard (ASTM D 698 and ASTM D 1557), per sample .....	125.00
Relative Density (ASTM D 4253 and 4254), per sample .....	125.00
Concrete Cylinders (in-house) .....	16.00/cylinder
Concrete Cylinders (shipped-in by others) .....	25.00/cylinder
Asphalt Extraction/Gradation .....	190.00
Lottman Test (CP L-5109) .....	450.00
Maximum Theoretical Specific Gravity (ASTM D 2041) .....	90.00
SHRP Gyrotory (includes "RICE") .....	275.00

#### PERSONNEL FEES

Principal Engineer, per hour .....	\$ 220.00
Senior Engineer, per hour .....	180.00
Project Engineer or Geologist, per hour .....	150.00
Staff Engineer or Geologist, per hour .....	120.00
Project Manager, per hour .....	115.00
Structural Steel Inspector, per hour .....	115.00
Senior Technician, per hour .....	95.00
Field Technician, per hour .....	84.00
Field Technician (Overtime), per hour .....	110.00
Concrete Technician, per hour .....	74.00
Draftsperson, per hour .....	75.00
Administrative Professional, per hour .....	75.00
Expert Witness, Depositions, Court Appearances, per hour .....	Quote on Request
Overtime (over 8 hours per day, Saturday, Sunday, or Holiday) .....	standard rate times 1.5

#### MISCELLANEOUS EXPENSES

Drilling (cost plus 20%) .....	Quotes Available Upon Request
Additional Vehicle Charge (outside 25-mile radius only) .....	\$ 0.65/mile
Out-of-town living expenses .....	Cost + 20%
Outside services, equipment rentals, supplies, etc. ....	Cost + 20%

# Quote for Remediation Services



NetCentric Technologies Inc.  
 DBA Allyant and/or CommonLook  
 1200 G Street NW  
 Suite 800  
 Washington, DC 20005

## Quote Information

Prepared By: Allyant Remediation Services      RPM Quote Number: CLALLP2024-08-08G  
 Account Rep.: Andy Baum      Created Date: Aug 09, 2024  
 Email: abaum@allyant.com      Expiration Date: Aug 23, 2024  
 Expected Delivery (if quote approval is received on Aug 09, 2024):  
 To Be Determined

## Prepared For

Organization: Clifton Larson Allen, LLP  
 Contact Name: Shauna DAmato  
 Email: Shauna.DAmato@claconnect.com

## Quote Line Items Units - Per Page

Line Item Number	Product	Product Description	Line Item Description	Price per Unit	Quantity	Total Price
1	Remediation_01	Professional Services - Document Accessibility Remediation	2022 Reso-Resolution 1st amendment to amend and restation adopting fees for amenities (1).pdf (OCR Required)	USD \$8.50	5	USD \$42.50
2	Remediation_01	Professional Services - Document Accessibility Remediation	2022 Reso-Resolution 1st amendment to amend and restation adopting fees for amenities.pdf (OCR Required)	USD \$8.50	5	USD \$42.50
3	Remediation_01	Professional Services - Document Accessibility Remediation	2023 Annual Report - as filed on DLG.pdf	USD \$5.00	11	USD \$55.00
4	Remediation_01	Professional Services - Document Accessibility Remediation	2024 Budget - as filed on DLG (BBDFFA).pdf	USD \$5.00	19	USD \$95.00
5	Remediation_01	Professional Services - Document Accessibility Remediation	2024 Budget - as filed on DLG (BBDFMD1).pdf (OCR Required)	USD \$5.58	18	USD \$100.44
6	Remediation_01	Professional Services - Document Accessibility Remediation	2024 Budget - as filed on DLG (BBDFMD2).pdf (OCR Required)	USD \$5.15	24	USD \$123.60

Line Item Number	Product	Product Description	Line Item Description	Price per Unit	Quantity	Total Price
7	Remediation_01	Professional Services - Document Accessibility Remediation	2024 Transparency Notice (BBDMD1) - as filed on DLG.pdf	USD \$5.00	5	USD \$25.00
8	Remediation_01	Professional Services - Document Accessibility Remediation	3. Beebe Draw Farms MD1 - Final 2023 Budget.pdf	USD \$5.00	8	USD \$40.00
9	Remediation_01	Professional Services - Document Accessibility Remediation	3. Beebe Draw Farms Authority - 2023 Final Budget.pdf	USD \$5.00	10	USD \$50.00
10	Remediation_01	Professional Services - Document Accessibility Remediation	3. Beebe Draw Farms MD2 - Final 2023 Budget.pdf	USD \$5.00	6	USD \$30.00
11	Remediation_01	Professional Services - Document Accessibility Remediation	Amended and Restated Consolidated Service Plan for Districts No. 1 and No. 2.pdf (Alternative text to be provided by customer. OCR Required)	USD \$8.50	243	USD \$2,065.50
12	Remediation_01	Professional Services - Document Accessibility Remediation	Authority Establishment Agreement 2011.pdf (OCR Required)	USD \$8.50	166	USD \$1,411.00
13	Remediation_01	Professional Services - Document Accessibility Remediation	Backflow Notice Letter.pdf (OCR Required)	USD \$8.50	1	USD \$8.50
14	Remediation_01	Professional Services - Document Accessibility Remediation	BBDF#2 Boundary Map.pdf (Alternative text to be provided by customer. )	USD \$5.00	1	USD \$5.00
15	Remediation_01	Professional Services - Document Accessibility Remediation	BBDFA Final Audit FS Report 2022.pdf (OCR Required)	USD \$5.38	28	USD \$150.64
16	Remediation_01	Professional Services - Document Accessibility Remediation	BBDFA Reso - 1st Amend to Meeting Reso - 1-11-24.pdf	USD \$5.00	7	USD \$35.00
17	Remediation_01	Professional Services - Document Accessibility Remediation	BBDFA Reso - 2023-11-01 2024 Annual Admin Matters Executed.pdf	USD \$5.00	97	USD \$485.00
18	Remediation_01	Professional Services - Document Accessibility Remediation	BBDFA Reso - 2nd Amend - Adopting Fees for Amenities - RECORDED 2-2-24.pdf (OCR Required)	USD \$8.50	6	USD \$51.00
19	Remediation_01	Professional Services - Document Accessibility Remediation	BBDFA_PoolUseWaiver_2023.pdf (Fillable forms)	USD \$50.00	1	USD \$50.00

Line Item Number	Product	Product Description	Line Item Description	Price per Unit	Quantity	Total Price
20	Remediation_01	Professional Services - Document Accessibility Remediation	BBDFMD #2 - 2023 Transparency Notice.pdf	USD \$5.00	4	USD \$20.00
21	Remediation_01	Professional Services - Document Accessibility Remediation	Beebe Draw Farms MD No. 1 - 2023 Signed Audit Exemption.pdf	USD \$5.00	15	USD \$75.00
22	Remediation_01	Professional Services - Document Accessibility Remediation	Beebe Draw Farms MD No. 2 - 2023 Signed Audit Exemption.pdf	USD \$5.00	15	USD \$75.00
23	Remediation_01	Professional Services - Document Accessibility Remediation	Boundary Map BBDFMD 1 - 08.27.16.pdf (Alternative text to be provided by customer. )	USD \$5.00	1	USD \$5.00
24	Remediation_01	Professional Services - Document Accessibility Remediation	Cheatgrass and Wildfires.pdf (OCR Required)	USD \$8.50	3	USD \$25.50
25	Remediation_01	Professional Services - Document Accessibility Remediation	Cheatgrass Identification and Management.pdf	USD \$5.00	2	USD \$10.00
26	Remediation_01	Professional Services - Document Accessibility Remediation	CORA Request Form_Beebe Draw Farms Authority (Updated May 2023).pdf (Fillable forms)	USD \$100.00	1	USD \$100.00
27	Remediation_01	Professional Services - Document Accessibility Remediation	Noxious Weeds Map 2011.pdf (Alternative text to be provided by customer. )	USD \$5.00	1	USD \$5.00
28	Remediation_01	Professional Services - Document Accessibility Remediation	Park Use Permit & Agreement (Lake Christina) 2015.pdf	USD \$5.00	2	USD \$10.00
29	Remediation_01	Professional Services - Document Accessibility Remediation	Reso - Amending 2023 Budget - as filed on DLG.pdf	USD \$5.00	4	USD \$20.00
30	Remediation_01	Professional Services - Document Accessibility Remediation	RESO- 2023 Amend Budget 6-12-24.pdf	USD \$5.00	9	USD \$45.00
31	Remediation_01	Professional Services - Document Accessibility Remediation	RESO Adopting Retention schedule and official Custodian _CORA- 11-12-2019 (1).pdf (OCR Required)	USD \$8.50	3	USD \$25.50
32	Remediation_01	Professional Services - Document Accessibility Remediation	RESO Adopting Retention schedule and official Custodian _CORA- 11-12-2019.pdf (OCR Required)	USD \$8.50	3	USD \$25.50

Line Item Number	Product	Product Description	Line Item Description	Price per Unit	Quantity	Total Price
33	Remediation_01	Professional Services - Document Accessibility Remediation	Resolution 2022-08-01 increase water tap fee.pdf (OCR Required)	USD \$5.88	4	USD \$23.52
34	Remediation_01	Professional Services - Document Accessibility Remediation	Resolution No 2013-11-02 Regarding Colorado Open Records Act Requests.pdf (OCR Required)	USD \$8.50	3	USD \$25.50
35	Remediation_01	Professional Services - Document Accessibility Remediation	Summary Outline of Metro Districts.pdf	USD \$5.00	3	USD \$15.00
36	Remediation_01	Professional Services - Document Accessibility Remediation	Technology Accessibility Statement.pdf	USD \$5.00	1	USD \$5.00
37	Remediation_01	Professional Services - Document Accessibility Remediation	Xeriscape Plantings.pdf	USD \$5.00	3	USD \$15.00

**Grand Total:** USD \$5,391.20

Note: This quote is confidential and contains commercially sensitive information intended for the exclusive use of the client to whom it was issued.

#### Additional Terms

Unless specifically requested, Allyant's Remediation Team will not change the physical appearance of the document. As such, color contrast issues must be addressed at the design stage prior to submitting the files to Allyant for remediation. Allyant can provide your design team a complimentary quick overview of color contrast issues and how to avoid them, using freely available tools.

Invoice will be submitted after delivery of outlined services. Payment is due within 30 days of invoice date. A surcharge of 3% will be applied on credit card payments.

This quote assumes that alternative text for all images, diagrams, charts, flowcharts, maps, and math formulas and symbols, is to be provided by the customer. Alternative text is required for any graphic that provide content and should sufficiently convey this content to a screen reader user. If this quote is awarded, the alternative text will need be provided at least 2 business days before the scheduled project delivery. If the alternative text is not provided before the scheduled delivery date, Allyant will proceed to deliver the project without the alternative text, and mark the corresponding checkpoint as "failed" in the associated compliance report(s). In that case, if the customer provides the alternative text within 3 calendar months, Allyant will add the alternative text and generate new compliance report(s) at no additional charge.

