

BEEBE DRAW FARMS AUTHORITY

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

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

NOTICE OF REGULAR MEETING AND AGENDA

DATE: May 10, 2023

TIME: 6:00 p.m.

LOCATION: Hybrid Meeting:
Pelican Lake Ranch Community Info and Sales Center
16502 Beebe Draw Farms Parkway
Platteville, CO 80641
Or via Microsoft Teams

You can attend the meetings in any of the following ways:

- 1. To attend via Microsoft Teams Videoconference use the below link:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzM4NWM5ZGMtNzExMS00YjBkLWI5MjEtMDc1Mzk5MDZkYjhm%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
- 2. To attend via telephone, dial 720-547-5281 and enter the following Conference ID: 330 392 842#

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

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notices.

- D. Discuss results of May 2, 2023 Elections in Beebe Draw Farms Metropolitan District Nos. 1 and 2 related to broadband service.
- E. FIRST READING:
 - 1. Review and consider approval of Operations Manager position and related job description (enclosure).
- E. SECOND READING:
 - 1.
- F. EMERGENCY READING:
 - 1.

II. 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.

- A. Review and approve Minutes of the February 27, 2023 Special Meeting and March 8, 2023 Regular Meeting (enclosure).
- B. Ratify approval of payment of claims through the period ending May 3, 2023, totaling \$376,587.27 (enclosure).
- C. Consider acceptance of March 31, 2023 Financial Statements and May 2023 Cash Position Schedule (to be distributed under separate cover).

III. PUBLIC COMMENT

IV. FINANCIAL MATTERS

- A. FIRST READING:
 - 1.
- B. SECOND READING:
 - 1. Consider adoption of Resolution 2023-05-01 to Amend 2022 Budget (enclosure).
- C. EMERGENCY READING
 - 1.

V. OPERATIONS & MAINTENANCE

A. FIRST READING

- 1.

B. SECOND READING:

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

C. EMERGENCY READING:

- 1. Consider approval of Authority Service Agreement with Arborado, LLC for Landscape and Tree Maintenance Services for 2023 (enclosure).

VI. CAPITAL AMENITIES

A. FIRST READING:

- 1.

B. SECOND READING:

- 1. Discuss status of path project proposals and grant application.

C. EMERGENCY READING:

- 1.

VII. INFRASTRUCTURE MATTERS

A. Filing No. 2:

- 1.

B. FIRST READING:

- 1.

C. SECOND READING:

- 1.

D. EMERGENCY READING:

- 1.

VIII. LEGAL MATTERS

A. FIRST READING:

1. Review Second Amendment to Authority Establishment Agreement (enclosure).
2. Consider approval of agreement with Hilltop (to be distributed).

B. SECOND READING:

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

C. EMERGENCY READING:

- 1.

IX. OTHER BUSINESS

X. ADJOURNMENT

The next regularly scheduled meeting is July 12, 2023 at 6:00 p.m.

**BEEBE DRAW FARMS AUTHORITY
POSITION DESCRIPTION**

- Job Title:** Operations Manager
- Location:** Pelican Lake Ranch, Platteville, Colorado
- FLSA Status:** Non-Exempt (entitled to overtime); Part-Time
- Work Hours:** As required to meet the needs of the position, but generally 5 – 20 hours per work week.
- Pay Rate:** \$25 - \$30 per hour.
- Effective Date:** [date], 2023
- Deadline to Apply:** Please submit resumés by [date], 2023, to the Authority Manager, Lisa A. Johnson at lisa.johnson@claconnect.com

This Job Description outlines the basic requirements, duties and general responsibilities of the position Operations Manager. This position is “at-will,” which means the Beebe Draw Farms Authority (“Authority”) may terminate the employment relationship at any time and for no reason, subject only to the requirements of federal and state law. Similarly, the employee may terminate the employment relationship without notice at any time for no reason.

This position is part-time (fewer than 40 hours per week) and non-exempt. Employee is eligible to receive overtime pay pursuant to state and federal wage laws.

The headings in this Job Description are for reference only and shall not affect its interpretation.

Position Summary:

The Operations Manager is responsible for overseeing the day-to-day operations of the Authority, including supervision of personnel, providing administrative assistance, and exercising responsibility over various administrative and operational tasks.

Reporting Structure:

The Operations Manager reports to the Authority Manager. The Operations Manager supervises Pool Manager, Facilities and Maintenance Specialist Lead and Facilities and Maintenance Specialist.

Primary Duties:

The following duties are an overview of the primary duties and responsibilities of the Operations Manager and should not be considered an all-inclusive list.

- Direct and supervise Authority staff, including addressing personnel issues, assisting with disciplinary matters, delegating work assignments, correcting performance errors, and providing instruction to employees
- Involve third-party witnesses to discussions with Authority staff relating to job status or discipline
- Address general inquiries from new and existing residents
- Schedule use and collect fees and signed agreements related to the Sales and Information Center, Lake Christina, and the Maintenance building
- Maintain consistent and professional communication with Authority Board members and the Authority Manager
- Route time sheets and receipts from Facilities and Maintenance Specialists and swimming pool staff to Accounts Payable representative
- Consistently promote a professional image of the Authority at all times
- Demonstrates analytical and problem-solving skills, including the ability to collect, integrate, analyze, and use data and information, and compare and evaluate possible actions or courses of conduct based upon such analysis
- Coordinates with other Authority departments and other organizations, agencies, and vendors as necessary
- Perform other duties as may be assigned or required by the Authority Manager

Equipment Used:

All equipment used in the performance of the job duties shall be the Authority's property. Employee must be able to use computer(s), copier and fax machine, and cell phone or landline.

Minimum Qualifications and Certification Requirements:

- a. Excellent communication skills, including in-person, telephone, text, email, and written communication
- b. Excellent organizational skills
- c. Strong time management skills, ability to multi-task, and ability to prioritize multiple projects.
- d. Ability to work well in a team-oriented environment
- e. Excellent customer service skills
- f. One (1) or more year's supervisory experience. Other related experience that has provided the knowledge, skills and abilities necessary to perform satisfactorily the duties of the position may be considered
- g. Ability to work flexible hours, including early mornings, evenings, and weekends, and to provide other departmental coverage as needed
- h. Demonstrate the ability to provide excellent customer service to residents, Board Members, vendors, and the public
- i. Strong time management skills, ability to multi-task, and ability to prioritize multiple projects correctly

- j. Ability to effectively lead, supervise, and train employees and volunteers, and evaluate assigned personnel
- k. Ability to establish and maintain positive working relationships with supervisors and subordinates
- l. Ability to communicate clearly and concisely, both orally and in writing;
- m. Prior administrative, customer service, or operations experience preferred
- n. Must be able to operate office equipment and programs, including fax, printer, computer, and Microsoft Office programs
- o. Ability to read, write, speak, and understand the English language at a level adequate to perform the job
- p. Must be at least 21 years old

Working Environment and Physical Requirements:

- This position requires work in a variety of locations and conditions, including office areas, indoor and outdoor settings, and in areas occasionally exposed to extreme weather conditions
- This position will involve sedentary, administrative work in an office environment; however, the Operations Manager will spend a portion of his/her time traveling by automobile within the neighborhood, and coordinating with other employees
- Use of sensory activities, such as talking, seeing, and hearing, will be required frequently
- Ability to sit for extended periods, and frequent pushing, pulling, pinching, gripping, reaching over head, reaching away from body, and repetitive motions. Standing, walking, kneeling, stooping, bending, lifting, and squatting also will be required as necessary to perform the duties of the position
- Position requires ability to frequently lift/move objects of up to 10 pounds in weight, and occasionally lift/move objects of up to 25 pounds in weight
- This position requires the ability to read, write, speak and understand the English language at a level adequate to perform the job

Compensation and Benefits:

- The compensation range for this position is \$25 to \$30 per hour.
- 1 hour of paid sick time is accrued for every 30 hours worked, up to 48 hours per calendar year.

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
BEEBE DRAW FARMS AUTHORITY
HELD
FEBRUARY 27, 2023**

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 Monday, February 27, 2023, at 11:00 a.m. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Joe Knopinski, President
William Caldwell, Vice President
Sharon Dillon, Treasurer
Diane Mead, Assistant Secretary

Also In Attendance Were:

Lisa Johnson and Shauna D’Amato; CliftonLarsonAllen LLP
Alan Pogue, Esq. and Anna Wool, Esq.; Icenogle Seaver Pogue, P.C.
Michelle Ferguson, Esq.; Ireland Stapleton Pryor & Pascoe, PC

ADMINISTRATIVE
MATTERS

Call to Order and Agenda: The meeting was called to order at 11:03 a.m. by Ms. Johnson. Upon a motion duly made by Director Mead, seconded by President Knopinski and, upon vote, unanimously carried, the Board approved the agenda, as presented.

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 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 Director Caldwell is now serving on the Board of Directors for Beebe Draw Farms Property Owner Association. Attorney Pogue discussed potential conflicts moving forward.

Confirm quorum, location of meeting and posting of meeting notice: A quorum was confirmed. Ms. Johnson noted that notice of the meeting was posted as required.

LEGAL MATTERS

Executive Session: Following discussion, upon a motion duly made by President Knopinski, seconded by Director Dillon and, upon vote, unanimously carried, the Board entered into executive session pursuant to Section 24-6-402(4)(b), C.R.S. to receive legal advice from special employment counsel and general counsel with respect to claims pending against the Authority at 11:09 a.m.

Upon a motion duly made by President Knopinski, seconded by Director Dillon and, upon vote, unanimously carried, the Board exited from executive session at 12:02 p.m. No action was taken.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, President Knopinski adjourned the meeting at 12:03 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

**MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
BEEBE DRAW FARMS AUTHORITY
HELD
MARCH 8, 2023**

A regular meeting of the Board of Directors (referred to hereafter as the “Board”) of the Beebe Draw Farms Authority (referred to hereafter as the “Authority”) was convened on Wednesday, March 8, 2023, at 6:00 P.M. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

William Caldwell, Vice President

Sharon Dillon, Treasurer

Diane Mead, Assistant Secretary

Christine Hethcock, as alternative for Paul “Joe” Knopinski from District No. 2

Joe Knopinski, President, was absent and excused.

Also In Attendance Were:

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

Eric Wernsman and Catrena Rosentreader; Beebe Draw Farms Metropolitan
District No. 1

Tina Wernsman, Crystal Clark, Kim Coleman, Kelly Deitman, Ed Farrell, Ethan
Peer, Patty Caldwell, Judy Tunis, Cindy Billinger, Denise and Sam Carlton,
Kim Caldwell and other members of the public

ADMINISTRATIVE
MATTERS

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

Following review and discussion, upon a motion duly made by Director Dillon, seconded by Director Mead and, upon vote, unanimously carried, the Board approved the agenda, as amended.

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

Ms. Johnson noted that a quorum was present and requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those

applicable disclosures made by the Board members prior to this meeting in accordance with the statute.

Confirm quorum, location of meeting and posting of meeting notice: A quorum was confirmed. Ms. Johnson noted that notice of the meeting was posted as required.

FIRST READING: None.

SECOND READING: None.

EMERGENCY READING: None.

**CONSENT
AGENDA**

The Board considered the following items and actions:

- Approve Minutes of the November 9, 2022 Regular Meeting
- Ratify payment of claims totaling \$263,205.62
- December 31, 2022 Financial Statements and March 2023 Cash Position Schedule
- Ratify Change Order to Crack Seal Services Agreement
- Ratify 2023 Crack Seal Services Agreement

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

PUBLIC COMMENT

None.

**FINANCIAL
MATTERS**

FIRST READING: None.

Public Hearing on Amendment of 2022 Budget and Adoption of Resolution 2023-03-01 to Amend 2022 Budget: Ms. Johnson opened the public hearing at 6:15 p.m. It was noted that publication of Notice stating that the Board would consider amending the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the Authority.

Ms. Boroviak reviewed the need to amend the 2022 Budget with the Board. No written objections were received prior to the public hearing and no comments were received. The public hearing was closed at 6:18 p.m. No action was taken.

SECOND READING: None.

EMERGENCY READING: None.

OPERATIONS AND
MAINTENANCE

Revision to Pool Manager Job Description to Make the Position a Permanent Part Time Position Rather Than Seasonal: Director Dillon reported to the Board that she would like to make the Pool Manager position a permanent part time position in an effort to avoid the costs associated with soliciting resumes, conducting interviews, etc. Director Hethcock noted she is not in favor of making this position a permanent part time position due to the nature of the position. Director Mead suggested the position become a part time position as services are needed.

Following discussion, upon a motion duly made by Director Dillon, seconded by Director Caldwell and, upon vote, majority carried, the Board determined to change the Pool Manager position to a permanent part time position beginning in 2023. Directors Caldwell, Dillon and Mead were in favor. Director Hethcock was opposed.

Recent Purchase of Pool Furniture and Fixtures: Director Caldwell reported to the Board that pool furniture was purchased and delivered, light fixtures were replaced and the entrance to the pool and mail room was repainted. No action was taken.

FIRST READING:

Fish Stocking of Lake Christina: Director Dillon discussed her interest in understanding the fish stocking process due to the algae issues that have been experienced. Director Caldwell commented that the lake has been frozen solid since the third week in December. In addition, the lake was drawn down very extensively this past year. He expressed concern that there may be a very large fish kill at the lake this year. Director Hethcock commented that fish are stocked twice per year. She feels the opportunity to fish at the lake is a great benefit to the residents in the community. No action was taken.

Enforcement of No Hunting Rules at Lake Christina: Director Caldwell reported to the Board that he recently encountered residents at Lake Christina hunting geese. He noted there are “No Hunting” and “No Trespassing” signs, yet the Authority has no way to enforce the rules. Director Hethcock mentioned that enforcement is possible through Colorado Parks and Wildlife and that the Authority has previously sent a letter to Colorado Parks and Wildlife asking them to enforce the no-hunting rules.

Ms. Wool responded that aside from the posted signage, the Authority does not have rules and regulations prohibiting hunting. She suggested the Authority renew the letter with the State Department of Parks and Wildlife. Director Hethcock mentioned that the community covenants restrict hunting at the lake. Director Caldwell suggested the Property

Owner's Association could appropriately send an email correspondence to residents reminding them of the no hunting rules.

Director Hethcock will send Director Caldwell the most recent letter to the State and Director Caldwell will contact the State and provide them with the communication.

Tina Wernsman, member of the public, asked the Board to consider communicating with the community regarding the no hunting rules prior to asking the Game Warden to get involved. Director Caldwell commented that there is signage at the Lake notifying users that there is no hunting at the lake.

SECOND READING: None.

EMERGENCY READING: None.

**CAPITAL
AMENITIES**

FIRST READING:

Status of Path Project Proposals: Director Caldwell presented the status of the path project proposals to the Board, noting that one proposal was received from Fossil Creek Builders in the amount of \$334,001.76.

Director Caldwell has discovered a possible grant opportunity for this project that he and Ed Farrell are pursuing. Director Caldwell and Mr. Farrell have a phone call with the grant program entity next week. The Board determined not to accept the bid at this time and to pursue the grant.

SECOND READING: None.

EMERGENCY READING: None.

**INFRASTRUCTURE
MATTERS**

Filing No. 2: None.

FIRST READING: None.

SECOND READING: None.

EMERGENCY READING: None.

LEGAL MATTERS

FIRST READING:

Resolution No. 2023-05-01 Amendment Regarding Water Tap Options and Associated Fees: Ms. Wool presented the Resolution to the Board. The Board will consider taking action under the Second Reading at their next regular meeting.

Direction to Staff Regarding the Contract Terms with Hilltop for Broadband Extension to Filing 1: Following discussion, the Board directed legal staff to work on contract terms with Hilltop related to offering broadband services to the community, should the ballot questions pass.

SECOND READING: None.

EMERGENCY READING: None.

OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Dillon, seconded by Director Caldwell and, upon vote, unanimously carried, the meeting was adjourned at 7:35 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

Beebe Draw Farms Authority
 Claims Paid
 11.4.22 - 5.3.23

Process Date	Vendor	Invoice Number	Payment Method	Amount
11/04/22	American Eagle Garage Doors, LLC	15005	BILL Check	\$ 170.00
11/04/22	American Turf & Tree Care	Multiple	BILL Check	1,634.00
11/04/22	CliftonLarsonAllen	Multiple	BILL EFT	35,114.77
11/04/22	Colorado Special Districts P&L	POL-0010703	BILL EFT	1,552.00
11/04/22	Ireland Stapleton	141815	BILL Check	65.00
11/04/22	Kill Switch Automotive	9138	BILL Check	1,196.88
11/04/22	Sharon Dillon	IN 82275	BILL Check	600.45
11/08/22	B&C Refuse	97	Other	80.00
11/16/22	Xcel Energy	801710204	Other	98.54
11/21/22	Rise Broadband	0187 NOV22	Other	138.04
12/01/22	American Turf & Tree Care	320405	BILL Check	801.00
12/01/22	CliftonLarsonAllen	3476619	BILL EFT	9,347.25
12/01/22	Diversified Underground, Inc	26539	BILL EFT	276.00
12/01/22	Drexel, Barrell & Co.	25454	BILL Check	390.00
12/01/22	Erbacher Electric	22-107	BILL Check	2,954.78
12/01/22	Greater Western Fence LLC	2618	BILL Check	1,960.00
12/01/22	Icenogle Seaver Pogue, PC	22477	BILL EFT	4,923.00
12/01/22	Maidpro	18453028	BILL Check	94.00
12/01/22	Norton & Smith, P.C	10 31 2022	BILL Check	518.00
12/04/22	Rise Broadband	4473 DEC22	Other	123.98
12/14/22	Xcel Energy	Multiple	Other	269.12
12/19/22	Rise Broadband	0187 DEC22	Other	138.04
12/27/22	Space Exploration Technologies Corp	INV-USA-6705025-97628-38	Other	110.00
12/28/22	United Power	UnitedPowerDEC22	Other	22.54
12/29/22	Aquatics Associates, Inc.	6023	BILL Check	11,057.60
12/29/22	CliftonLarsonAllen	Multiple	BILL EFT	16,157.66
12/29/22	Colorado Special Districts P&L	Multiple	BILL EFT	28,992.00
12/29/22	Crystal Clark	Reimbursement	BILL Check	4,283.18
12/29/22	Diversified Underground, Inc	26709	BILL EFT	18.00
12/29/22	Icenogle Seaver Pogue, PC	22711	BILL EFT	4,425.50
12/29/22	Maidpro	18727305	BILL Check	94.00
12/29/22	Norton & Smith, P.C	11 30 2022	BILL Check	14.76
12/29/22	Polywood	SO000000009522	BILL Check	14,923.70
12/31/22	B&C Refuse	Multiple	Other	848.00
12/31/22	Central Weld County	Multiple	Other	29,173.36
01/20/23	Xcel Energy	Multiple	Other	459.31
01/24/23	Space Exploration Technologies Corp	INV-USA-7384680-44465-40	Other	110.00
01/27/23	Broomfield Sheet Metal Inc	65012	Vendor Direct Virtual Card	3,050.00
01/27/23	Ireland Stapleton	Multiple	Vendor Direct Virtual Card	390.00
01/30/23	CliftonLarsonAllen	Multiple	BILL EFT	8,666.44
01/30/23	Delich Associates	2258-1	BILL Check	4,975.00
01/30/23	Diversified Underground, Inc	26867	BILL EFT	12.00
01/30/23	Greeley Furnace Heating & Air	69339852	BILL Check	369.00
01/30/23	Icenogle Seaver Pogue, PC	22857	BILL EFT	2,081.00
01/30/23	Kenneth L Rose	Reimbursement	BILL Check	197.44
01/30/23	Maidpro	18727306	BILL Check	94.00
01/30/23	RLI Surety	936038	BILL Check	250.00
01/30/23	Special Markets Insurance Consultants, Inc	167909	BILL Check	235.00
01/30/23	Wernsman Engineering and Land Development LLC	325	BILL Check	94,550.00
01/30/23	Wipfli LLP	2171828	BILL EFT	5,200.00
02/24/23	United Power	UnitedPowerJAN23	Other	22.64
03/07/23	American Eagle Garage Doors, LLC	15095	BILL Check	429.28
03/07/23	CliftonLarsonAllen	Multiple	BILL EFT	21,889.61
03/07/23	Colorado Dept of Public H&E	WC231125857	BILL Check	350.00
03/07/23	Diversified Underground, Inc	27012	BILL EFT	18.00
03/07/23	Icenogle Seaver Pogue, PC	23013	BILL EFT	2,776.00
03/07/23	Special District Association of Colorado	2023 Dues	BILL EFT	595.88
03/07/23	Xcel Energy	Multiple	BILL Check	356.48
03/16/23	Ireland Stapleton	144747	Vendor Direct Virtual Card	455.00
03/20/23	Rise Broadband	0187 MAR23	Other	138.04
03/31/23	American Turf & Tree Care	304395	BILL Check	498.50
03/31/23	CliftonLarsonAllen	3597404	BILL EFT	5,495.31
03/31/23	Diversified Underground, Inc	27171	BILL EFT	12.00
03/31/23	Icenogle Seaver Pogue, PC	23197	BILL EFT	2,701.00
03/31/23	TCase Construction	Multiple	BILL Check	20,950.00
04/03/23	Space Exploration Technologies Corp	INV-USA-8844436-39850-43	Other	110.00
04/12/23	Central Weld County	0432 00003608	Other	19.27
04/20/23	Xcel Energy	822089049	Other	121.21
04/20/23	Xcel Energy	822121943	Other	125.00
04/21/23	Rise Broadband	0187 APR23	Other	138.04
04/25/23	CenturyLink	CenturyLink MAR23	Other	130.93
04/25/23	United Power	UnitedPowerMAR23	Other	22.64
04/27/23	Atmos Energy	5.05008E+11	Other	247.55
05/02/23	Greeley Lock & Key	21162	BILL Check	44.85
05/02/23	Ireland Stapleton	145432	Vendor Direct Virtual Card	355.00
05/03/23	CliftonLarsonAllen	Multiple	BILL EFT	20,056.20
05/03/23	Icenogle Seaver Pogue, PC	23278	BILL EFT	3,673.50
05/03/23	Maidpro	19167711	BILL Check	111.00
05/03/23	Schedio Group LLC	Multiple	BILL Check	1,540.00
Grand Total				\$ 376,587.27

BEEBE DRAW FARMS AUTHORITY
GENERAL FUND
2022 BUDGET AMENDMENT

	ORIGINAL BUDGET 2022	AMENDED BUDGET 2022
BEGINNING FUND BALANCES	\$ 490,393	\$ 490,393
REVENUES		
Intergovernmental revenue - District 1	200,255	200,256
Intergovernmental revenue - District 2	144,247	144,248
Developer Rent	1,626	1,684
Pool Fees	11,000	17,150
Interest income	1,000	2,879
Other revenue	-	800
Total revenues	<u>358,128</u>	<u>367,017</u>
Total funds available	<u>848,521</u>	<u>857,410</u>
EXPENDITURES		
Accounting	27,000	87,333
Auditing	6,000	5,200
Banking fees	-	242
Directors' fees	3,300	5,000
Payroll taxes	5,048	4,859
Miscellaneous	2,000	10,573
Training	6,000	4,174
Insurance and bonds	28,000	19,112
Legal - FRICO	-	7,987
Legal services	27,000	53,094
Legal - Oil & Gas	10,000	1,209
Admin. and management	35,000	87,995
Payroll fees	-	3,350
Property management wages	61,000	45,114
Total general and administrative	<u>210,348</u>	<u>335,242</u>
Maintenance facility maintenance	2,000	7,129
Community Center / Gatehouse	5,000	12,385
Equestrian Facility	5,000	-
Ground lease	2,971	5,975
Nature Preserve	1,000	-
Sport Court	1,500	-
Utilities	30,000	55,160
Total physical facilities	<u>47,471</u>	<u>80,649</u>
Community pool - Wages	17,000	11,374
Supplies, Chemicals, Maintenance	3,000	9,420

BEEBE DRAW FARMS AUTHORITY
GENERAL FUND
2022 BUDGET AMENDMENT

	ORIGINAL BUDGET 2022	AMENDED BUDGET 2022
Lake Christina / Fish stocking	3,500	3,060
Lake Christina maint / Habitat	6,000	7,998
Total aquatic facilities	<u>29,500</u>	<u>31,852</u>
Signage	500	-
Play Ground	1,000	-
Landscape maintenance	2,000	3,880
Rodent control	5,000	-
Tree maintenance	2,000	4,552
Total parks and open space	<u>10,500</u>	<u>8,432</u>
Road maintenance - Dirt	2,000	-
Road maintenance - Paved	17,000	12,527
Total roads, trails and ditches	<u>19,000</u>	<u>12,527</u>
Other Repairs / Maintenance	-	1,335
Locates	100	1,160
Vehicle / Equipment	10,000	16,780
Total O+M other expenses	<u>10,100</u>	<u>19,275</u>
Capital R&R (a)	49,500	4,601
Capital R&R Contingency	25,000	17,422
Emergency Reserve	12,621	-
Total expenditures	<u>414,040</u>	<u>510,000</u>
 ENDING FUND BALANCES	 <u>\$ 434,481</u>	 <u>\$ 347,410</u>
 EMERGENCY RESERVE	 \$ 12,621	 \$ 12,621
AVAILABLE FOR OPERATIONS	421,860	334,789
TOTAL RESERVE	<u>\$ 434,481</u>	<u>\$ 347,410</u>

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

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

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

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

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

and;

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

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

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

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

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

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

General Fund \$ 510,000

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

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

APPROVED AND ADOPTED THIS 8th day of MARCH, 2023.

BEEBE DRAW FARMS AUTHORITY

By: Paul "Joe" Knopinski, President

ATTEST:

By: _____

EXHIBIT A

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

AUTHORITY SERVICE AGREEMENT

THIS AUTHORITY SERVICE AGREEMENT (“Agreement”) is made and entered into on _____, 2023, by and between **BEEBE DRAW FARMS AUTHORITY**, an authority and separate legal entity duly created pursuant to Section 29-1-203, C.R.S. (the “Authority”), and **ARBORADO, LLC**, a Colorado limited liability company (“Contractor”), collectively the “Parties”.

RECITALS

WHEREAS, the Authority was established pursuant to its Authority Establishment Agreement dated April 12, 2011, in accordance with the laws of the State of Colorado to furnish, operate, and plan for certain public improvements; and

WHEREAS, the Authority is permitted to enter into contracts affecting the affairs of the Authority; and

WHEREAS, the Authority desires to procure certain landscape maintenance services for Authority improvements; and

WHEREAS, Contractor has experience and resources to provide such services and is willing and able to provide such services to the Authority for reasonable consideration; and

WHEREAS, the Authority desires to engage Contractor to render such services as needed by the Authority; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which Contractor shall provide such services to the Authority.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. Scope of Services. Contractor shall perform such services for the Authority as outlined in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (“Services”). Contractor shall, at its own expense, provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications described in Contractor’s proposal to provide such Services to the Authority; furnish, or cause to be furnished, all labor, materials, equipment, permits and accessories, as necessary, to provide such Services; and take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Paragraph 3 of this Agreement.

2. Compensation. The Authority hereby agrees to pay to Contractor the amounts required for the completed Services at the unit prices set forth in Exhibit A.

a. Invoices. Invoicing shall be done on a monthly basis reflecting completed and accepted work done on a progress of completion basis. 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.

b. Inspection of Services. The Authority reserves the right to inspect all services completed and invoiced for payment to ensure services have been provided in accordance with this Agreement. 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 two (2) 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. 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	\$ 1,195,000
Personal and Advertising Injury	\$ 1,195,000
Each Occurrence	\$ 1,195,000
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 \$1,195,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,195,000 each accident

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.

4. Term. The term of this Agreement shall commence on the date set forth above and shall terminate upon the earlier of completion of the Services or December 31, 2023. Funding for this Agreement shall be subject to annual appropriations by the Authority as provided in Paragraph 8 herein.

5. Termination. The Authority shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date of termination. 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. Upon termination and payment of all amounts owed to Contractor, Contractor shall deliver to the Authority all work product, as described in Paragraph 7 hereof.

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

If to the Authority:	Beebe Draw Farms Authority c/o CliftonLarsonAllen LLP
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Attention: Lisa A. Johnson, Manager
 8390 E. Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 Email: Lisa.Johnson@clacconnect.com

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

To Contractor:
 Arborado, LLC
 Attn: Steven Barnett
 577 Matthews Cir.
 Erie, Colorado 80516
 Email: steven@arborado.com

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

8. 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.

9. 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.

10. 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 10 shall survive termination or expiration of this Agreement.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. 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.

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

18. 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 effective as of the day and year first above written.

**AUTHORITY:
BEEBE DRAW FARMS AUTHORITY**

By: _____
Its: _____

**CONTRACTOR:
ARBORADO, LLC**

By: _____
Its: _____

EXHIBIT A**SCOPE OF SERVICES & UNIT PRICES**

Description	Rate	Qty	Line Total
Insect control May / June: Aphid, fungus and mite control plus nutrients on all evergreens and Locust trees	\$2,250.00	1	\$2,250.00
Inspect and Treat July: Inspect and treat all trees as needed for aphids, fungus & mites	\$1,250.00	1	\$1,250.00
Inspect and Treat August / September: Inspect and treat all trees as needed for aphids, fungus & mites plus Tip Moth spray on all Pines	\$1,850.00	1	\$1,850.00
Lawn feeding Root Pro Complete Lawn nutrient & grub control on all lawn areas: 3 applications total. 1 each in May, July & late August	\$600.00	3	\$1,800.00
Fall feeding (OPTIONAL) August / September: Complete nutrient and winterizer on all trees - \$1500	\$0.00	1	\$0.00
Weed Control Spray lawn weeds on all five lawn areas.	\$50.00	3	\$150.00
			7,300.00
	Subtotal		0.00
	Tax		
	Estimate Total (USD)		\$7,300.00

Notes

Rec Center: 85 trees, 30 Pine, 48 Deciduous, 7 Spruce plus sod

Beebe Pkwy, entrance & corner monument: 88 trees, 73 Pine, 1 Spruce, 14 Deciduous plus sod Maintenance building: 12 trees, 8 Pine & 4 shade trees. 185 Total trees

Terms

Certified Arborist #RM-0484A

Commercial applicators are licensed by the Colorado Department of Agriculture license #16296

SECOND AMENDMENT TO AUTHORITY ESTABLISHMENT AGREEMENT

This **SECOND AMENDMENT TO AUTHORITY ESTABLISHMENT AGREEMENT** (“**Second Amendment**”) is made and entered into this ____ day of _____, 2023, by and between **BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 1** (“**District No. 1**”), **BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 2** (“**District No. 2**” and, together with District No. 1, the “**Districts**”), both quasi-municipal corporations and political subdivisions of the State of Colorado, and **REI LIMITED LIABILITY COMPANY**, a Wyoming limited liability company (the “**Developer**”), and is acknowledged and consented to by **BEEBE DRAW FARMS AUTHORITY** (the “**Authority**”), a separate legal entity.

RECITALS

A. The Districts are governed by an Amended and Restated Consolidated Service Plan for the Districts approved by the Weld County Board of County Commissioners (the “**County**”) on March 16, 2011 (the “**Service Plan**”).

B. As contemplated by the Service Plan, the Districts previously entered into that certain Beebe Draw Farms Authority Establishment Agreement By and Between Beebe Draw Farms Metropolitan District No. 1 and Beebe Draw Farms Metropolitan District No. 2, effective April 12, 2011, whereby the Authority was established (the “**Establishment Agreement**”).

C. The Districts previously entered into that certain First Amendment to Authority Establishment Agreement, effective December 11, 2012.

D. At elections of the qualified electors of the Districts, duly called and held on May 2, 2023, in accordance with law and pursuant to due notice (the “**May 2023 Election**”), a majority of those qualified to vote and voting at such elections, voted as follows:

- a. Broadband Authorization Question. Electors in both Districts authorized their respective District to provide all services, and to provide, purchase, lease, construct, maintain, operate, and finance facilities permitted by Title 29, Article 27 of the Colorado Revised Statutes, described as “Advanced Services,” “Telecommunications Services,” and “Cable Television Services,” including any new and improved high bandwidth services (the “**Broadband Extension Services**”).
- b. Multiple Fiscal Year IGA Mill Levy Question. Electors in both Districts approved a further amendment to the Establishment Agreement to authorize the Authority to provide Broadband Extension Services.
- c. Broadband Services – Additional O&M Mill Levy Applicable to Filing No. 1 of the Corrected First Filing Plat, Weld County, Colorado Recorded in the Real

Property Records of Weld County on December 13, 1989 at Reception Number 02200074. District No. 1 electors voted in favor of imposing an additional operations and maintenance mill levy of 3.300 mills (the “**Additional O&M Mill Levy**”) only until Two Hundred Thousand Dollars (\$200,000) has been funded from the Additional O&M Mill Levy to replenish up to One Hundred Thousand Dollars (\$100,000) each to the Authority’s Amenities Fund and Infrastructure Fund used for the payment of all or any part of the costs to provide Broadband Extension Services to Filing No. 1 of the Corrected First Filing Plat, Weld County, Colorado Recorded in the Real Property Records of Weld County on December 13, 1989 at Reception Number 02200074 (“**Filing No. 1**”). As indicated herein, it is the intent of the Districts and the Authority to seek and secure grants to fund the Broadband Extension Services to Filing No. 1.

- d. Broadband Extension Fees Applicable to Any Filing in the Districts’ Service Area Other Than Filing No. 1 of the Corrected First Filing Plat, Weld County, Colorado Recorded in the Real Property Records of Weld County on December 13, 1989 at Reception Number 02200074. The electors of each District voted in favor of increasing their respective Districts’ taxes by the imposition of a broadband extension fee or fees imposed in the amount of \$650,000 annually, or by such lesser amount necessary, to pay for the Broadband Extension Services in all future filings after Filing No. 1 (“**Future Filings**”) (the “**Broadband Extension Fee**”).

E. The Districts provided a 45-day notice to the County regarding their intention to enter into this Second Amendment (the “**45-Day Notice**”). The County did not object within the 45-day deadline (*Or adopted a Resolution, this Recital will be revised to conform with action or inaction the County takes*).

F. The Districts desire to have one hundred percent (100%) of the cost for the Broadband Extension Services to Filing No. 1, which is estimated to be \$1,200,000, covered by grants and other contributions (the “**Outside Funds**”). District No. 1 and the Authority will continue to take all necessary actions in an effort to obtain such outside funding but, at this time there is no guarantee of what, if any, amount of Outside Funds will be able to be procured.

G. The current estimate for District No. 1’s contribution towards the cost to bring Broadband Extension Services to Filing No. 1 is approximately One Hundred Sixty-Seven Thousand Dollars (\$167,000); however, District No. 1 has been advised to budget a total amount not to exceed Two Hundred Thousand Dollars (\$200,000) to cover any contingencies (the “**Filing No. 1 Project Costs**”).

H. Unless and until such time as District No. 1 or the Authority procures the Outside Funds, it must find other means to pay for the Filing No. 1 Project Costs.

I. The Districts desire to have one hundred (100%) of the cost for the Broadband Extension Services to Future Filings covered by Outside Funds to the extent possible to reduce the amount of the Broadband Extension Fees to be paid by lot owners in Future Filings. District No. 2 and the Authority will continue to take all necessary actions in an effort to obtain such

outside funding but, at this time there is no guarantee of what, if any, amount of Outside Funds will be able to be procured in the future.

J. The Districts desire to further amend the Establishment Agreement to address the provision of Broadband Extension Services and the basis for possible methods for financing the same.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Districts contained herein, the Districts agree as follows:

COVENANTS AND AGREEMENTS

1. All terms which are not defined herein shall have the same meaning as set forth in the Establishment Agreement.

2. The Districts agree that the Authority is authorized to provide Broadband Extension Services pursuant to the May 2023 Election and 45-Day Notice.

3. Filing No. 1 Project Costs

(a) The Parties agree that the Authority and District No. 1 will pursue and attempt to secure all Outside Funds available to reduce the total amount of Filing No. 1 Project Costs to be paid from the Additional O&M Mill Levy. If 100% of the Filing No. 1 Project Costs can be funded from Outside Funds, the Additional O&M Mill Levy will not be imposed.

(b) To the extent 100% of the Filing No. 1 Project Costs cannot be funded from Outside Funds, the unfunded amount will be advanced as follows: fifty percent (50%) from the Authority Infrastructure Fund and fifty percent (50%) from the Authority Amenities Fund. Based on the current estimated Filing No. 1 Project Costs, One Hundred Thousand Dollars (\$100,000) shall be contributed from each fund. If Outside Funds are received by the Authority or District No. 1 thereby reducing the Filing No. 1 Project Costs, the amount to be contributed from the Authority Infrastructure Fund and the Authority Amenities Fund will also be reduced on a 50/50 basis.

(c) The final Filing No. 1 Project Costs advanced by the Authority, if any, shall be repaid with proceeds from the Additional O&M Mill Levy until such time as all Filing No. 1 Project Costs have been replenished to the Authority's Infrastructure Fund and the Authority's Amenities Fund. One hundred percent (100%) of the amounts contributed from the Authority Infrastructure Fund will be replenished first; after which all amounts contributed from the Authority Amenities Fund will be replenished.

(d) The Parties agree that the sole purpose of the Additional O&M Mill Levy shall be to provide Broadband Extension Services to Filing No. 1 and to replenish the associated Filing No. 1 Project Costs to the Authority Infrastructure Fund and the Authority Amenities Fund for advances made for the Filing No. 1 Project Costs and the Legal Fees, defined below.

(e) The Additional O&M Mill Levy shall be set at 3.300 mills until the last year of imposition, at which time it will be reduced to only the number of mills required to pay

the remaining amount due. The current projection is the Additional O&M Mill Levy will be imposed no longer than seven (7) years to fund the reimbursement of the advances from the Authority Infrastructure Fund and the Authority Amenities Fund. Depending upon the total amount of Outside Funds received and the annual property tax revenue received from the 3.300 mills, the total number of years for reimbursement may be reduced.

(f) No property tax revenue from the Additional O&M Mill Levy will be used to pay for Broadband Extension Services in Future Filings or for any other purpose other than the Filing No. 1 Project Costs and the Legal Fees, defined below.

4. Future Filings

(a) The Broadband Extension Fee will be determined as each additional phase of the Broadband Extension Services is to be constructed in any Future Filings.

(b) Once any property is included into District No. 1, any Broadband Extension Fee charged to such property will be reduced by any future amounts due to be paid towards the Additional O&M Mill Levy so that no homeowner shall be required to pay the amounts due under both the Additional O&M Mill Levy and the Broadband Extension Fee. If any property is included into District No. 1 after the last year of imposition of the Additional O&M Mill Levy, no amounts shall be due towards the Additional O&M Mill Levy.

(c) No homeowner or lot owner in Filing No. 1 will pay any Broadband Extension Fees.

5. Legal Fees. The Parties agree that any legal fees incurred by the Parties in connection with this Second Amendment, and in connection with instituting the results of the May 2023 Election (the “**Legal Fees**”), shall be paid as follows:

(a) first, from the Authority’s Operating Fund in 2023 to the extent such funds are available;

(b) second, from advances from the Authority’s Amenities Fund; and

(c) to the extent 100% of the Filing No. 1 Project Costs are not funded by Outside Funds, the advances from the Authority’s Amenities Fund will be reimbursed from the Additional O&M Mill Levy after the Infrastructure Fund has been fully reimbursed for amounts advanced from the Infrastructure Fund for the Filing No. 1 Project Costs.

6. Section 14.1 Certification and Ratification of Addendum with Regard to Employment of Illegal Aliens shall be deleted in its entirety based on state statutory changes.

7. Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

8. Except as expressly set forth in this Second Amendment, all provisions of the Agreement remain unchanged and in full force and effect, valid and binding on the parties thereto.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE TO SECOND AMENDMENT TO AUTHORITY
ESTABLISHMENT AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the day and year first set forth above.

**BEEBE DRAW FARMS METROPOLITAN
DISTRICT NO. 1**, a quasi-municipal
corporation and political subdivision of the State
of Colorado

By: _____
President

Attest:

Secretary

**BEEBE DRAW FARMS METROPOLITAN
DISTRICT NO. 2**, a quasi-municipal
corporation and political subdivision of the State
of Colorado

By: _____
President

Attest:

Secretary

REI LIMITED LIABILITY COMPANY, a
Wyoming limited liability company

By: _____
Its:

Acknowledged and consented to as of the date and year first written above.

BEEBE DRAW FARMS AUTHORITY, a
quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2023-05-01**BEEBE DRAW FARMS AUTHORITY
A RESOLUTION TO INCREASE WATER TAP FEE**

A. Beebe Draw Farms Authority (the “**Authority**”) and REI Limited Liability Company are parties to that certain Developer Fee and Water Tap Fee Agreement dated December 8, 1998, and recorded in the real property records of Weld County, Colorado (the “**Records**”) on December 18, 1998, at Reception No. 2661476 (the “**Original Agreement**”), as amended by that certain First Amendment to Developer Fee and Water Tap Fee Agreement dated December 5, 2000, and recorded in the Records on February 8, 2016, at Reception No. 4179072 (the “**First Amendment**”), and as further amended by that certain Second Amendment to Developer Fee and Water Tap Fee Agreement dated January 13, 2016, with an effective date of November 10, 2015, and recorded in the Records on February 8, 2016, at Reception No. 4179097 (the “**Second Amendment**,” and together with the Original Agreement and the First Amendment, the “**Agreement**”). The Agreement was assigned to the Authority by Beebe Draw Farms Metropolitan District No. 2 (“**District No. 2**”) pursuant to that certain Assignment of Developer Fee and Water Tap Fee Agreement between the Authority and District No. 2, and consented to by REI Limited Liability Company, dated and effective as of November 8, 2016. All capitalized terms used but not otherwise defined in this Resolution shall have the meanings ascribed to them in the Agreement.

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

C. On August 17, 2022, the Board adopted Resolution No. 2022-08-01, which was recorded in the Records on August 25, 2022, at Reception No. 4851197 (the “**2022 Resolution**”). The 2022 Resolution set forth two (2) water tap options for the Development, including a “Full Tap” (5/8” tap) and a “Budget Tap” (equivalent to ½ the water allotment of a Full Tap), and the Water Tap Fees associated with each.

D. The Board desires to adopt this Resolution to reflect that, except as described herein, only Budget Taps are available for the Development, and to increase the amount of the Water Tap Fee for the Budget Tap and Full Tap, if permitted, as is necessary to fund the actual costs of acquiring a water supply for the Development.

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

1. Water Tap Fee. Except as described herein, only Budget Taps are available for the Development. Budget Taps shall be paid in the amount of \$34,000 per Lot. Full Taps may be available only if permitted pursuant to Central Weld County Water District’s rules and regulations and policies, *and* the number of bathrooms to be constructed on the Lot exceeds five (5). If permitted, Full Taps shall be paid in the amount of \$76,000 per Lot. The Board may, from time to

time, increase the amount of the Water Tap Fee as necessary to fund the actual costs of acquiring a water supply for the Development.

2. Central Weld County Water District Fees. In addition to the Water Tap Fee provided for herein, fees may be payable to Central Weld County Water District, which fees are subject to change by the Central Weld County Water District.

3. Water Use. Water use for the Budget Tap and Full Tap is subject to the Central Weld County Water District's rules and regulations and fee schedule. The current annual allotment for the Budget Tap is 114,000 metered gallons. The current annual allotment for the Full Tap is 228,000 metered gallons.

4. Effective Date. This Resolution shall take effect on the date of its adoption.

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

(Signature Page Follows.)

ADOPTED AND APPROVED this 10th day of MAY, 2023.

BEEBE DRAW FARMS AUTHORITY

By: _____
Paul "Joe" Knopinski, President