

# BEEBE DRAW FARMS AUTHORITY

8390 E. Crescent Pkwy., Suite 300  
Greenwood Village, CO 80111  
Phone: 303-779-5710

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

## NOTICE OF SPECIAL MEETING AND AGENDA

**DATE:** November 13, 2024

**TIME:** 7:00 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\\_ZjE4MGQ5YzgtMDVhNi00YzVjLTkzYTctMmEwZWU5MGExOTJk%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_ZjE4MGQ5YzgtMDVhNi00YzVjLTkzYTctMmEwZWU5MGExOTJk%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: 991 383 013#

<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 October 9, 2024 Special Meeting Minutes (enclosure).
  - 2. Consider creating and posting District Transparency Notice similar to Section 32-1-809, C.R.S.
  - 3. Review CliftonLarsonAllen LLP Statements of Work for 2025.
  - 4. Review Property and Liability Coverage renewal for 2025. Establish a committee to review the property schedule (to be distributed).

- 5. Review workers’ compensation coverage renewal (enclosure).
- 6. Review Resolution No. 2024-11-\_\_ Regarding 2025 Annual Administrative Matters (enclosure).
- 7. Review Resolution No. 2024-11-\_\_ Regarding 2025 Meeting Resolution (enclosure).
- 8. Review Resolution No. 2024-11-\_\_ Second Amendment to Amended and Restated Public Records Policy Resolution (enclosure).

E. SECOND DISCUSSION

- 1. Consider approval of September 18, 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. Consider engagement with Wipfli to prepare the 2024 Audit (enclosure).

B. SECOND DISCUSSION

- 1. Acknowledge receipt of the 2025 draft budgets from Beebe Draw Farms Metropolitan District Nos. 1 & 2. Conduct Public Hearing on the proposed 2025 Authority Budget (enclosure).

**V. OPERATIONS & MAINTENANCE**

A. FIRST DISCUSSION

- 1. Discuss current policy regarding maintenance crew access to Sales and Info. Center for cleaning purposes and discuss possible amendments.
- 2. Discuss 2025 Amenity Fees (enclosure).

B. SECOND DISCUSSION

- 1.

**VI. CAPITAL AMENITIES**

- A. Update on Fiber Optics project.

B. FIRST DISCUSSION

- 1.

C. SECOND DISCUSSION

- 1.

**VII. INFRASTRUCTURE MATTERS**

A. FIRST DISCUSSION

- 1. Discuss Drexel, Barrell & Co. proposal for potholing in the amount of \$1.180.00 (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. Consider approval of policy regarding resident communication (enclosure).

**IX. MANAGER MATTERS**

A. FIRST 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.

B. SECOND DISCUSSION

- 1. Designate website compliance coordinator.

**X. OTHER BUSINESS**

**XI. ADJOURNMENT**

**The next regular meeting is scheduled for December 11, 2024 at 6:00 p.m. via Microsoft Teams.**

MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY (THE “AUTHORITY”)  
HELD  
OCTOBER 9, 2024

A regular meeting of the Board of Directors of the Beebe Draw Farms Authority (referred to hereafter as the “Board”) was convened on October 9, 2024, at 6:00 p.m. This District 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”)  
Alan Pogue; Icenogle Seaver Pogue, P.C. (“ISP”)  
Bruce O’Donnell, Carol Satersmoen, Kim and John Coleman, Kelly Deitman, Catrena Rosentreader, Kelley Trujillo, Linda Cox, Mike Konkel, Linda Black, Ed Farrell, Kent Lewis, Crystal Clark, Patty Caldwell, Brenda Lewis, Linda Black, Ken Rose, Gerry Tschirpke, Mary Jo Farrell, Steven Street, Judy Tunis 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 6:07 p.m. The Board reviewed the agenda for the meeting. Following discussion, upon motion duly made by Director Mead, seconded by Director Billinger and, upon vote, unanimously carried, the Board approved the agenda, as amended to add “Update on development status in Filing 2 regarding Weld County” to Infrastructure Matters.

**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:**

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

Ms. Johnson presented the September 18, 2024 Special Meeting Minutes to the Board. No action was taken.

### **SECOND DISCUSSION:**

#### **August 14, 2024 Special Meeting Minutes, September 5, 2024 Special Meeting Minutes and September 6, 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 August 14, 2024 Special Meeting Minutes, September 5, 2024 Special Meeting Minutes and September 6, 2024 Special Meeting Minutes.

### **CONSENT AGENDA**

#### **Payment of Claims in the amount of \$87,675.57:**

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

### **PUBLIC COMMENT**

Linda Cox discussed the clubhouse rental fees and inquired where those fees go. Ms. Cox expressed concern that the community cannot use the clubhouse without cost.

Mike Konkel requested information regarding recent CORA requests and resident inquiries to be shared with the community.

Linda Black provided a brief history of past CORA requests where a previous resident was involved. Ms. Black expressed concern regarding high costs and staff harassment.

Ed Farrell inquired about transitions on engineering work for Filing 2. Mr. Farrell asked if a new company has been hired or paid by District to which Ms. Johnson responded that the Authority has not received nor paid any invoices from the new firm.

Kent Lewis expressed concerns regarding CORA requests and the community spending excess money on them. He inquired about what legal does to protect Authority employees

and if issuing cease and desist letters had been considered. Attorney Pogue explained these concerns are why it was brought as agenda item to meeting last time and why it's on agenda tonight. He noted cease and desist letters have not been considered yet.

Catrena Rosentreader expressed concerns regarding an increase in insects that may be a result of the FRICO project related to dredging Milton Reservoir and requested the 80/20 split of revenue as reflected in the current AEA be reviewed.

Linda Black requested that the community know how much money is being spent on CORA requests in 2024.

Brenda Lewis requested clarification as to who officially has office space at the Sales and Information Center, as a Property Owners Association and Beebe Draw Farms Metropolitan District No. 1 board member for rental and inquiry purposes.

Judy Tunis requested that the sales and information center be used strictly as a recreation center for the community. She also inquired as to when construction will be done on the FRICO dredging project as health issues have arisen. Director Edgar noted there will be construction for the next two to 40 years.

## FINANCIAL MATTERS

### FIRST DISCUSSION

#### Payment of Claims:

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

#### Draft 2025 Budget:

Ms. Johnson and the Board discussed the draft 2025 budget, including potentially having CLA bill the Authority on a fixed fee basis for 2025. The Board discussed a partial asphalt overlay project.

Mr. Farrell requested out of scope CORA requests are captured as a separate line item. Discussion ensued.

Ms. Rosentreader and President Caldwell discussed options for stocking the lake with fish. Ms. Clark and Ms. Boroviak discussed the ad valorem taxes and when they will be collected.

Discussion ensued regarding a community administrative assistant position, the duties and wages of the position and the Board directed staff to draft a job description.

Mr. O'Donnell provided an update on infrastructure funds regarding Filing 2 of Pelican Lake Ranch.

No action was taken.

**SECOND DISCUSSION**

None.

**OPERATIONS & MAINTENANCE**

**FIRST DISCUSSION**

None.

**SECOND DISCUSSION**

None.

**CAPITAL AMENITIES**

**Fiber Optics Project:**

Mr. Farrell provided an update for the Board, noting that Hilltop will submit a grant application at the end of October, with funding anticipated to be available in early 2025.

**FIRST DISCUSSION**

None.

**SECOND DISCUSSION**

None.

**INFRASTRUCTURE MATTERS**

**FIRST DISCUSSION**

**Update on Filing 2 with Weld County:**

Mr. O'Donnell provided an update for the Board, noting that Phase 1 of Filing 2 will be south of the existing homes. The plan is to not allow construction traffic on roads in the existing community. The Authority Establishment Agreement limits construction to 30 lots in the first phase, which will be underway in the second quarter of 2025 and will have an active sales and marketing program to sell the homes.

Currently no public hearings are scheduled with the County, but two will need to occur before the application can be approved. All lots are anticipated to be residential, no commercial.

## **SECOND DISCUSSION**

None.

## **LEGAL MATTERS**

Attorney Pogue provided a history regarding CORA requests received in 2024 and requested direction from the Board on how to proceed. Discussion ensued.

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

Upon a motion duly made by Director Edgar, seconded by Director Mead and, upon vote, unanimously carried, the Board convened an executive session pursuant to Section 24-6-402(4)(b), C.R.S, to receive legal advice related to CORA requests and staff information requests from legal counsel at 8:34 p.m. The Board exited from executive session at 9:24 p.m.

Upon a motion duly made by President Caldwell, seconded by Director Edgar and, upon vote, unanimously carried, the Board directed staff to create the following policy, effective immediately, with ratification at the next meeting:

1. Formal direction to develop a policy with respect to communication to staff and Board that will go into effect immediately, formalized in writing and ratified.
2. All CORA requests for public records shall be submitted to the Authority on the request form on the website and emailed to the Authority Manager, Lisa Johnson to process, with Alan Pogue copied as necessary with compliance to statute.
3. Questions directed to CLA about amenities will be answered in short order.
4. All other email questions will be forwarded to a clearing house email address which will be monitored by a subcommittee of the Board. The community will be encouraged to direct questions about the Authority to that email address.
5. Residents that wish to address the Board must be consistent with historical practice of public comment at Board meetings, limited to three minutes, and staff is directed not to respond about the Authority matters beyond those amenities which can be answered.
6. Staff will forward requests to the clearing house email address if they cannot be answered in short order.

## **FIRST DISCUSSION**

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

This item was discussed when the Board exited from executive session and summarized above.

## **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 this matter to the next meeting.

OTHER MATTERS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Mead, seconded by Director Edgar and, upon vote, unanimously carried, the Board adjourned the meeting at 9:31 p.m.

Respectfully submitted,

By \_\_\_\_\_

Secretary for the Meeting

10/24/2024

**Member:**

Beebe Draw Farms Authority  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Pkwy, Suite 300  
Greenwood Village, CO 80111

**Broker:**

Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

**RE: 2025 Workers' Compensation Renewal Packet – Beebe Draw Farms Authority**

Thank you for renewing your **Workers' Compensation** coverage with us for 2025. For your convenience, we have included a coverage summary with a few tips guiding you through some technical coverage details and your membership benefits.

**Coverage begins on January 1, 2025**, and expires at the end of December 31, 2025. All employees and volunteers listed on the enclosed Declarations page are covered against workplace injuries and illness subject to the Colorado Workers' Compensation Act. It is important to note that your Board members are only covered in the course and scope of their board duties, which are strictly administrative functions, unless otherwise noted. It is also worth noting that your district's Workers' Compensation coverage does *not* extend to any general volunteers. When your district has any project or event that involves general volunteers, each volunteer should sign a waiver of liability to protect the district from potential liabilities. Please contact us if you need a sample waiver for use.

**Your annual contribution** with the early payment discount (if applicable) is **\$1,540.00** if payment is received in our office by **January 10, 2025**; otherwise, you must remit the full amount of **\$1,571.00** no later than **January 30, 2025** to maintain active coverage. You may now make an online payment at [E-Bill Express](#). Refer to the Payment Instructions in this packet. If you qualify for deductible options there is a deductible option sheet included in this packet for your consideration. Renewal certificates, if any, are included in this packet, and we will automatically send a hard copy to certificate holders on your behalf in late December.

**Program services, benefits and enhancements** are summarized on the next page. Please take a few minutes to read through this entire packet. We are always available for any questions you may have.

Sincerely,

**Jennifer Alvarado – Deputy Administrator**  
jalvarado@mcgriff.com

**Lei Shi – Strategic Risk Programs Advisor**  
lshi@mcgriff.com

**Paula Lowder – Claims Consultant**  
paula.lowder@mcgriff.com

**Juan Lacayo – Sr. Member Service Representative**  
juan.lacayo@mcgriff.com

**Kyle Brown – Safety Consultant**  
kyle.brown@mcgriff.com

**Yuke Li – Member Service Representative**  
yuke.li@mcgriff.com

**Hope Velasquez – Member Service Coordinator**  
hope.velasquez@mcgriff.com

**Coverage changes, billing and questions** email [wc@csdpool.org](mailto:wc@csdpool.org) or call 800-318-8870

### Workers' Compensation Program Services, Benefits and Enhancements

Annual highlights for 2025 include an estimated Safety & Loss Prevention Grant Allocation of **\$1,629.75** for the year. The grant is a yearly giveback to your district based on a percentage of your annual contribution from prior years, which you can use to help pay for safety-related purchases and investments. **Since the inception, we have given back \$3,578.76 to your district.**

Other membership services and enhancements as outlined below:

- **Employers' Liability** coverage is automatically built into the Workers' Compensation Coverage at a **\$2 million limit** for no additional cost to your district
- **Our Safety Management Consultants** can travel to your district to help you with loss prevention needs and training for free
- **Multi-Program Discount** is automatically applied when your Property and Liability Coverage is also placed with us. You will continue to receive an 8% discount on your Liability coverage (Exception: *does not apply to minimum contribution coverage*)
- **Get free access to HR Helpline**, a web-based HR portal powered by Enquiron that has everything you need to institute and manage your HR policies, and provides you with well-organized, user-friendly resources. To get started, visit <https://csdpool.org/training>
- **You may apply for an SDA Conference Scholarship**, which is awarded to a Board member or district manager who has never attended a Special District Association of Colorado (SDA) Annual Conference

You may be eligible for free or discounted **VectorSolutions** depending on your program participations with us. VectorSolutions offers a wide range of training tailored to all special districts including health, safety, driver education, employment practices, and discrimination issues, as well as free certification courses for fire, water, and wastewater operations. Go to <https://csdpool.org/training> for more info

## Workers' Compensation Coverage Invoice

**District:** Beebe Draw Farms Authority  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Pkwy, Suite 300  
Greenwood Village, CO 80111

**Broker:** Highstreet TCW Risk Management  
384 Inverness Parkway  
Suite 170  
Englewood, CO 80112

Coverage No.		Entity ID		Effective Date		Expiration Date		Invoice Date	
25WC-61119-2681		61119		1/1/2025		EOD 12/31/2025		10/24/2024	
Class Code	Description	No. of Employees		No. of Volunteers	2025 Rate	2025 Estimated Employee Payroll	2025 Estimated Volunteer Payroll	Estimated Manual Contribution	
		FT	PT						
8811	Board Member Coverage	0	0	4	0.7176	\$ 0.00	\$8,000.00	\$ 56.00	
9102	Park - Maintenance / All Other - NOC	0	3	0	3.6570	\$35,000.00	\$ 0.00	\$1,281.00	
9063	YMCA/YWCA/YMHA/YWHA - All EEs & Clerical	0	5	0	1.8216	\$21,000.00	\$ 0.00	\$ 384.00	

Manual Contribution:			\$1,720.00
Experience Modification:	×		1.00
Modified Contribution:	=		\$1,720.00
Contribution Volume Credit:	-		\$ 0.00
Designated Provider Discount:	-		\$ 43.00
\$0 Deductible:			
Cost Containment Credit:	×		1.00
Manual Adjustment:	×		
Multi-Program Discount:	×		0.99
Estimated Annual Contribution: =			
			\$1,560.62
Pro Rata Factor:	×		1.00
Catastrophe Assessment:	+		\$10.00

Total Estimated Contribution:			\$1,571.00
<b>Annual Contribution with Early Payment Discount (Due January 10, 2025):</b>			<b>\$1,540.00</b>
If payment is not received prior to January 10, 2025, full contribution applies:			<b>\$1,571.00</b>

**Estimated payroll is subject to yearend audit.**  
**Commission \$92.40 (9% first year and 6% thereafter) paid to the broker reflected above.**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the Board of Directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

**Please remit to:** Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
billing@csdpool.org  
800-318-8870 ext. 3



## Workers' Compensation and Employer's Liability Declarations Page

**Coverage Number:** 25WC-61119-2681  
**Coverage Period:** 1/1/2025 — EOD 12/31/2025

**FEIN:** 45-2405390  
**Entity ID:** 61119

**Named Member:**  
 Beebe Draw Farms Authority  
 c/o CliftonLarsonAllen LLP  
 8390 E. Crescent Pkwy, Suite 300  
 Greenwood Village, CO 80111

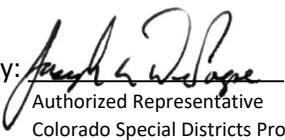
**Broker of Record:**  
 Highstreet TCW Risk Management  
 384 Inverness Parkway  
 Suite 170  
 Englewood, CO 80112

**Coverage is provided for only those coverages and classifications indicated below.**

**State:** Colorado  
**Limits of Liability:** Coverage A Workers' Compensation Statutory  
 Coverage B Employer's Liability \$2,000,000  
**Annual Contribution:** \$1,571

Class	Description	2025 Estimated Employee Payroll	2025 Estimated Volunteer Payroll
8811	Board Member Coverage	\$0.00	\$8,000.00
9102	Park - Maintenance / All Other - NOC	\$35,000.00	\$0.00
9063	YMCA/YWCA/YMHA/YWHA - All EEs & Clerical	\$21,000.00	\$0.00

This Declarations page is made and is mutually accepted by the Pool and Named Member subject to all terms that are made a part of the Workers' Compensation Coverage Document. This Declarations page represents only a brief summary of coverages. Please refer to the Coverage Document at [csdpool.org](http://csdpool.org) for actual coverages, terms, conditions, and exclusions. Named Member must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement.

Countersigned by:   
 Authorized Representative  
 Colorado Special Districts Property and Liability Pool

Date: 10/24/2024

**Colorado Special Districts Property and Liability Pool  
Workers' Compensation Program Loss Ratio Report**

**Beebe Draw Farms Authority**

As of: 10/24/2024

Year	Contribution	Paid	Reserved	Expense	Gross Incurred	Recovery	Net Incurred	Count	Net Loss Ratio
2011	\$775	\$0	\$0	\$0	\$0	\$0	\$0	0	0.00%
2012	\$1,489	\$0	\$0	\$0	\$0	\$0	\$0	0	0.00%
2013	\$1,944	\$0	\$0	\$0	\$0	\$0	\$0	0	0.00%
2014	\$1,825	\$0	\$0	\$0	\$0	\$0	\$0	0	0.00%
2015	\$2,525	\$0	\$0	\$0	\$0	\$0	\$0	0	0.00%
2016	\$2,683	\$0	\$0	\$0	\$0	\$0	\$0	0	0.00%
2017	\$2,520	\$0	\$0	\$0	\$0	\$0	\$0	0	0.00%
2018	\$2,187	\$0	\$0	\$0	\$0	\$0	\$0	0	0.00%
2019	\$1,657	\$0	\$0	\$0	\$0	\$0	\$0	0	0.00%
2020	\$1,527	\$0	\$0	\$0	\$0	\$0	\$0	0	0.00%
2021	\$1,725	\$0	\$0	\$0	\$0	\$0	\$0	0	0.00%
2022	\$1,539	\$0	\$0	\$0	\$0	\$0	\$0	0	0.00%
2023	\$1,727	\$0	\$0	\$0	\$0	\$0	\$0	0	0.00%
<b>Total</b>	<b>\$24,123</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0</b>	<b>0.00%</b>



## Payment Instructions

The contribution for coverage with the Pool is due upon receipt of this invoice. We accept the following payment methods:

1. Online using **E-Bill Express** ([www.e-billexpress.com/ebpp/CSDPool](http://www.e-billexpress.com/ebpp/CSDPool)). An FAQ is available at the bottom of the landing page. For detailed instructions, please click [here](#).

2. Mail your check to:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
PO Box 1539  
Portland, OR 97207

**For express or overnight mail services**, please use the address below:

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, LLC  
5400 Meadows Road, Suite 240  
Lake Oswego, OR 97035

**To ensure that your payment is accurately applied, please always include a copy of the invoice.**

3. Wire or ACH transfer from your own bank account. Please let us know if you wish to use this method and we will be happy to provide you with these instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60th day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at [sdaco.org](http://sdaco.org) for member information.

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.



## 2025 Workers' Compensation Coverage Designated Medical Provider Form

**District:** **Beebe Draw Farms Authority**  
 c/o CliftonLarsonAllen LLP  
 8390 E. Crescent Pkwy, Suite 300  
 Greenwood Village, CO 80111

### Claims Administrator

**Sedgwick Claims Management**  
 PO Box 14493  
 Lexington, KY 40512-4493

**Coverage ID:** CSDP  
**Block No.:** 806  
**Member ID:** 61119

**WC Claim Question Contact**  
 Main: 303-713-6015  
 Fax: 303-713-6056

**To report a claim:**  
 Toll Free: 800-318-8870 ext. 1  
 Fax: 833-784-2348  
 Email: [cxcsd@sedgwick.com](mailto:cxcsd@sedgwick.com)

**Notice to injured worker:** Please select a Medical Provider from the options below by placing an "X" in the box next to the provider you designate.

### Designated Medical Providers

Provider:	Physician Name(s):	Address:	Phone:
Platte Valley Medical Clinic		1600 Prairie Center Parkway Brighton, CO 80601	303-498-1600
North Colorado Medical Center		1801 16th Street Greeley, CO 80631	(970) 352-4121
Longmont United Hospital		1950 Mountain View Avenue Longmont, CO 80501	303-651-5111
UCHealth Medical Center of the Rockies		2500 Rocky Mountain Ave, Ste 200 Loveland, CO 80538	(970) 624-2500

**In the event of a work-related claim, the district must provide this form to each injured employee at the time of injury. The district should retain a copy of this form signed by each injured employee acknowledging receipt.**

I, the employee, acknowledge that I received this Designated Medical Provider Form on the \_\_\_\_ day of \_\_\_\_\_, 2025.

I choose *not* to seek treatment by a medical provider at this time.

\_\_\_\_\_  
**Print Employee/Claimant Name**

\_\_\_\_\_  
**Employee/Claimant Signature**

*To update the district's Designated Medical Provider Form, please contact us at [wc@csdpool.org](mailto:wc@csdpool.org).*



## MAKING IT EASY... TO GET YOUR WORKERS' COMPENSATION PRESCRIPTIONS FILLED.

Optum has been chosen to manage your workers' compensation pharmacy benefits for your employer or insurer. Below is your First Fill card that will allow you to receive your injury -related prescriptions at your local pharmacy. Please fill out the card based on the instructions below.

### Injured Employee:



If you need a prescription filled for a work-related injury or illness, go to an Optum Tmesys® network pharmacy. Give this temporary card to the pharmacist. The pharmacist will fill your prescription at low or no cost to you.



If your workers' compensation claim is accepted, you will receive a more permanent pharmacy card in the mail. Please use that card for other work-related injury or illness prescriptions.





Most pharmacies and all major chains, are included in the network. To find a network pharmacy call 1-866-599-5426 or visit [tmesys.com](http://tmesys.com).

## Questions? Need Help?



# 1-866-599-5426

WORKERS' COMPENSATION PRESCRIPTION DRUG PROGRAM

Sedgwick	Beebe Draw Farms Authority
CARRIER/TPA	EMPLOYER
INJURED WORKER NAME	
Please provide directly to Pharmacist	
SOCIAL SECURITY NUMBER	DATE OF INJURY (YYMMDD)

**Notice to Cardholder:** Present this card to the pharmacy to receive medication for your work-related injury. To locate a pharmacy: [tmesys.com](http://tmesys.com).

**Attention Pharmacists:** Call 1-800-964-2531 to establish First Fill benefit eligibility and to obtain the ID# for online adjudication of approved benefits for the injured individual. Tmesys is the designated PBM for this patient.

### Tmesys Pharmacy Help Desk

## 1-800-964-2531

	NDC		ENVOY
RxBIN	004261	or	002538
RxPCN	CAL	or	Envoy Acct. #

**NOTE:** This First Fill card is only valid for your workers' compensation injury or illness.



### Employer:

Immediately upon receiving notice of injury, fill in the information above and give this form to the employee.

## HACEMOS MÁS SENCILLO...

### EL ABASTECIMIENTO DE LAS RECETAS MÉDICAS DEL PROGRAMA DECOMPENSACIÓN POR ACCIDENTES LABORALES.

Optum ha sido elegido para administrar los beneficios farmacéuticos de su programa de compensación por accidentes laborales para su empleador o asegurador. Más adelante incluimos su tarjeta First Fill que le permitirá recibir las recetas médicas relacionadas con su lesión en su farmacia local. Llene esta tarjeta siguiendo las instrucciones que se indican a continuación.

#### Empleado lesionada:



Si necesita que se le abastezca su receta médica para una lesión o enfermedad relacionada con su trabajo, visite una farmacia de la red Optum Tmesys®. Entregue esta tarjeta temporal al farmacéutico. El farmacéutico abastecerá su receta médica bajo costo o sin costo alguno.



Si se acepta su reclamación del programa de compensación por accidentes laborales, recibirá una tarjeta permanente por correo. Use esa tarjeta para otras recetas médicas de lesiones o enfermedades relacionadas con su trabajo.





La mayoría de farmacias y todas las grandes cadenas de farmacias, forman parte de la red. Para encontrar una farmacia de la red, llame al 1-866-599-5426 o visite [tmesys.com](http://tmesys.com).

**¿Tiene alguna pregunta?  
¿Necesita ayuda?**



**1-866-599-5426**

**WORKERS' COMPENSATION PRESCRIPTION DRUG PROGRAM**

Sedgwick Beebe Draw Farms Authority  
 PORTADORA EMPLEADOR

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NOMBRE DEL TRABAJADOR LESIONADO

Please provide directly to Pharmacist

NUMERO DE SEGURO SOCIAL FECHA DE LA LESIÓN (AAMDD)

**Aviso para el titular de la tarjeta:** Presente esta tarjeta a la farmacia para recibir los medicamentos para la lesión relacionada con su trabajo. Para ubicar una farmacia, visite [tmesys.com](http://tmesys.com).

**Attention Pharmacists:** Call 1-800-964-2531 to establish First Fill benefit eligibility and to obtain the ID# for online adjudication of approved benefits for the injured worker. Tmesys is the designated PBM for this patient.

**Tmesys Pharmacy Help Desk  
1-800-964-2531**

	<u>NDC</u>		<u>ENVOY</u>
RxBIN	004261	or	002538
RxPCN	CAL	or	Envoy Acct. #

**NOTA:** Esta tarjeta First Fill solo es válida para una lesión o enfermedad cubierta por su programa de compensación por accidentes laborales.



#### Empleador:

Inmediatamente después de recibir un aviso sobre una lesión, llene la información antes indicada y entregue este formulario al empleado.

<b>ADMINISTRATOR:</b> Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539	<b>CERTIFICATE NO.:</b> CERT-007708
	<b>DATE:</b> 10/24/2024
<b>NAMED MEMBER:</b> Beebe Draw Farms Authority c/o CliftonLarsonAllen LLP 8390 E. Crescent Pkwy, Suite 300 Greenwood Village, CO 80111	This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend, or alter the coverage afforded by the coverage documents listed herein.
	<b>COMPANIES AFFORDING COVERAGE</b>
	<b>COMPANY A:</b> Colorado Special Districts Property and Liability Pool <b>COMPANY B:</b> Safety National Casualty Corporation

**COVERAGES**

This is to certify that the coverage documents listed herein have been issued to the Named Member herein for the coverage period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions, and exclusions of such coverage documents.

CO LTR	TYPE OF COVERAGE	LIMITS		COVERAGE NUMBER	EFFECTIVE DATE	EXPIRATION DATE
AB	Workers' Compensation	WC STATUTORY LIMITS		25WC-61119-2681	1/1/2025	EOD 12/31/2025
AB	Employer's Liability	EL EACH ACCIDENT	\$2,000,000			
		EL DISEASE – EACH EMPLOYEE	\$2,000,000			
		EL DISEASE – POLICY LIMIT	\$2,000,000			

**Description:**

*Subject to the terms and conditions of the Workers' Compensation Coverage Document.*

Evidence of coverage only.

**CERTIFICATE HOLDER**

Farmers Reservoir and Irrigation  
Company  
80 South 27th Avenue  
Brighton, CO 80601

**CANCELLATION**

Should any of the above described coverages be canceled before the expiration date thereof, notice will be delivered in accordance with the coverage and policy for provisions.

**AUTHORIZED REPRESENTATIVE:** Joseph E. DePaepe



**BEEBE DRAW FARMS AUTHORITY RESOLUTION NO. 2024-11-01**  
**2025 ANNUAL ADMINISTRATIVE MATTERS RESOLUTION**

WHEREAS, the Board of Directors (the “Board”) of the Beebe Draw Farms Authority (the “Authority”) is required to perform certain administrative obligations during each calendar year to comply with certain statutory requirements, as further described below, and to assure the efficient operations of the Authority; and

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

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

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

1. Pursuant to Section 24-32-116(3)(b), C.R.S, the Board directs legal counsel to update the Division of Local Government (the “Division”) with any of the following information previously provided to the Division, in the event such information changes: (i) the official name of the Authority; (ii) the principal address and mailing address of the Authority; (iii) the name of the Authority’s agent; and (iv) the mailing address of the Authority’s agent.
2. The Board directs the Authority’s accountant to (i) submit a proposed 2026 budget for the Authority to the Board by October 15, 2025; (ii) schedule a public hearing on the proposed budget; (iii) prepare a final budget appropriating moneys and fixing the rate of any mill levy; (iv) prepare a budget resolution, including amendments to the budget if necessary, (v) to file the approved budget and amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado, Sections 29-1-101 to 29-1-115, C.R.S.
3. For any nonrated public securities issued by the Authority, the Board directs the Authority’s accountant to prepare and file with the Division on or before March 1, 2025, an annual information report with respect to any of the Authority’s nonrated public securities which are outstanding as of the end of the Authority’s fiscal year in accordance with Sections 11-58-105, C.R.S.
4. The Board hereby authorizes the Authority’s accountant to prepare and file an audit exemption and resolution for approval of audit exemption with the State Auditor by March 31, 2025, as required by Section 29-1-604, C.R.S.; or, if required by Section 29-1-603, C.R.S., the Board authorizes that an audit of the financial statements be prepared and submitted to the Board before June 30, 2025 and filed with the State Auditor by July 31, 2025.
5. If the Authority holds property presumed abandoned and subject to custody as unclaimed property pursuant to the Unclaimed Property Act (§§38-13-101 *et seq.*, C.R.S.), the Board directs legal counsel to prepare an unclaimed property report that covers the twelve months

preceding July 1, 2025 and submit the report to the Colorado State Treasurer by November 1, 2025, in accordance with Section 38-13-401 *et seq.*, C.R.S.

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

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

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

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

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

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

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

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

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

15. The Board members have reviewed the minutes from all meetings of the Board from November 8, 2023 to October 9, 2024 which minutes are attached hereto as **Exhibit A**. The Board, being fully advised of the premises, hereby ratifies and affirms each and every action of the Board taken at said meetings.

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

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

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

*(Signature Page Follows.)*

ADOPTED AND APPROVED THIS 13<sup>TH</sup> DAY OF NOVEMBER, 2024.

BEEBE DRAW FARMS AUTHORITY

By: \_\_\_\_\_  
William Caldwell, President

*Signature Page to Beebe Draw Farms Authority 2025 Annual Administrative Matters Resolution*

**EXHIBIT A**

**Minutes from the  
November 8, 2023 to October 9, 2024  
Meetings of the Board**



**MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY  
HELD  
NOVEMBER 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, November 8, 2023, at 6:00 p.m. This meeting was a hybrid meeting held via Microsoft Teams and at the Pelican Lake Ranch Community Info & Sales Center, 16502 Beebe Draw Farms Pkwy. Platteville, CO. The meeting was open to the public.

ATTENDANCE

**Directors In Attendance Were:**

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

**Also In Attendance Were:**

Lisa Johnson, Terri Boroviak and Shauna D’Amato; CliftonLarsonAllen LLP  
Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.  
MaryAnne McGeady Esq. and Suzanne Meintzer Esq.; McGeady Becher P.C  
Christine Hethcock, Melanie Briggs, Carol Satersmoen, Gerry Tschirpke,  
Crystal Clark, Patty Caldwell, Mary Jo Farrell, Tina Wernsman, Jason and Deb  
Rua, Wendy Williams, John and Kim Coleman and other members of the public.

ADMINISTRATIVE  
MATTERS

**Call to Order and Agenda:** The meeting was called to order. Following discussion, upon a motion duly made by Director Mead, seconded by Director Caldwell and, upon vote, unanimously carried, the Board approved the agenda, as presented.

**Confirm Quorum, Location of Meeting and Posting of Meeting Notice:** Ms. Johnson confirmed the presence of a quorum. 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 District’s boundaries have been received.

**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. It was noted by Attorney Pogue that disclosures of potential conflicts of interest were filed with the Secretary of State for all directors, and no additional conflicts were disclosed

at the meeting.

**CliftonLarsonAllen LLP Master Services Agreement and Statement(s) of Work for 2024:** The Board reviewed the CLA Master Services Agreement and Statements of Work. Attorney Pogue provided comments and Director Knopinski expressed his dissatisfaction with the draft and review process from CLA. Following discussion, upon a motion duly made by Director Dillon, seconded by Director Mead and, upon vote, majority carried, the Board approved the CLA Master Services Agreement and Statements of Work for 2024, as presented.. Director Knopinski opposed, desiring the documents to be approved subject to final legal review.

**2024 Insurance Renewal:** Following discussion, upon a motion duly made by Director Knopinski, seconded by Director Dillon and, upon vote, unanimously carried, the Board authorized Director Dillon to work with CLA to renew 2024 insurance and consider an increase in cyber security.

**Worker's Compensation Insurance for 2024:** Following review, upon a motion duly made by Director Knopinski, seconded by Director Caldwell and, upon vote, unanimously carried, the Board approved worker's compensation insurance for 2024.

**Membership in the Special District Association for 2024:** Following review, upon a motion duly made by Director Knopinski, seconded by Director Caldwell and, upon vote, unanimously carried, the Board authorized renewing the District's membership in the Special District Association for 2024.

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.

**CONSENT  
AGENDA**

The Board considered the following items and actions:

- Minutes of the October 11, 2023 Regular Meeting.
- Payment of claims \$4,159.66.
- Cash Position Schedule.
- Resolution No. 2023-11-01 Regarding 2024 Annual Administrative Matters.
- Resolution No. 2023-11-02 Regarding 2024 Meeting Resolution.
- Resolution No. 2023-11-03 First Amendment to Amended and Restated Public Records Policy Resolution.

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

Meetings in 2024 will be held every other month beginning the 2<sup>nd</sup> Wednesday of January at 6:00 p.m. and will be hybrid. The meeting in June will be held on June 19, 2024 instead of the 2<sup>nd</sup> Wednesday.

PUBLIC COMMENT

Mary Jo Farrell addressed the Board regarding the desire to complete appropriate signage on the new path along the Parkway and to review the amenities rules regarding the use of the pathway and requested the Board consider a ribbon cutting or completion celebration.

Brenda Lewis addressed the Board regarding a neighbor's (Gayle Lynne) comment related to the excessive speed along the parkway. The neighbor is also very upset about the oil and gas activity, noting that it is very loud and disruptive.

FINANCIAL MATTERS

**Engagement Letter with Wipfli to Prepare the 2023 Audit:** Ms. Boroviak presented the engagement letter to the Board. Following review, upon a motion duly made by Director Dillon, seconded by Director Caldwell and, upon vote, unanimously carried, the Board approved the engagement letter with Wipfli to prepare the 2023 Audit.

**2023 Budget Amendment:** Ms. Boroviak reported that a 2023 budget amendment will be considered by the Board in 2024 once the need is determined.

**FIRST READING:** None.

**SECOND READING:**

**Public Hearing on the Proposed 2024 Budget and Adoption of Resolution No. 2023-11-04 to Adopt 2024 Budget, Appropriate Sums of Money:** The Board opened the public hearing to consider the proposed 2024 Budget at 7:45 p.m.

It was noted that Notice stating that the Board would consider adoption of the 2024 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. Johnson and Ms. Boroviak presented the 2024 Budget to the Board. There were no public comments, and the hearing was closed at 8:00 p.m.

Following review, upon a motion duly made by Director Knopinski, seconded by Director Dillon and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-04 to Adopt 2024 Budget, Appropriate Sums of Money.

**EMERGENCY READING:** None.

OPERATIONS AND  
MAINTENANCE

**Sales and Information Center Pillar Repairs:** Director Caldwell provided an update for the Board, noting that he is still awaiting proposals. No action taken.

**FIRST READING:**

**2024 Amenity Fees:** Ms. Johnson presented the current fee structure to the Board. The Board will work with a committee of Beebe Draw Farms Metropolitan District No. 1 Board members and Ms. Clark to recommend changes to the current fee structure and present to the Board at a future meeting.

**SECOND READING:** None.

**EMERGENCY READING:** None.

CAPITAL  
AMENITIES

**Broadband Project:** No update was provided.

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.

INFRASTRUCTURE  
MATTERS

**Filing No. 2:** None.

**FIRST READING:**

**Cost Verification Report No. 3 prepared by Schedio Group:** Ms. Hethcock stated that these reports should not be subject to a first and second reading process. Attorney Pogue elaborated on what the Authority Establishment Agreement states regarding the need for a first and second reading process. He suggested that staff draft a policy regarding how to implement the two-reading rule and present to the Board at a future meeting.

Following discussion, upon a motion duly made by Director Knopinski, seconded by Director Mead and, upon vote, majority carried, the Board accepted the Cost Verification Report No. 3 and authorized immediate payment. Director Dillon and Director Caldwell opposed.

**SECOND READING:**

**Cost Verification Report No. 2 prepared by Schedio Group:** The Board reviewed the report. Director Knopinski asked about the status of

the current revisions to the contract with Wernsman Engineering. Ms. Johnson responded that she has not received a scope revision to date. Ms. Wernsman provided a response as well. Director Knopinski commented that he will not be approving any other payments for Wernsman Engineering under the current contract.

Following discussion, upon a motion duly made by Director Knopinski, seconded by Director Mead and, upon vote, majority carried, the Board accepted the Cost Verification Report No. 2 and determined that no further payments on any future invoices from Wernsman Engineering will be made until a revised scope of work has been received and approved by the Board.

**EMERGENCY READING:** None.

**LEGAL MATTERS**

**FIRST READING:**

**Amended and Restated Improvement Acquisition, Advance, and Reimbursement Agreement and Promissory Note Securing Payment of Same with REI:** Attorney Pogue presented the agreement to the Board. Discussion ensued. No action was taken.

**SECOND READING:** None.

**EMERGENCY READING:** None.


**OTHER BUSINESS**

Ms. Hethcock provided an update for the Board regarding the oil and gas activity and the historical revenue that has been generated by that activity. She outlined the process for how wells are determined and the process to drill a new well or abandon an old well. She then provided information on super pad projects that will be drilled within the boundaries of the Authority.

**ADJOURNMENT**

There being no further business to come before the Board at this time, the Board adjourned the meeting at 9:15 p.m.

Respectfully submitted,

By    
 7984B344D8C244F...  
 Secretary for the Meeting

**MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY  
HELD  
JANUARY 10, 2024**

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, January 10, 2024, at 6:00 p.m. This meeting was a hybrid meeting held via Microsoft Teams and at the Pelican Lake Ranch Community Info & Sales Center, 16502 Beebe Draw Farms Pkwy, Platteville, CO. The meeting was open to the public.

**ATTENDANCE**

**Directors In Attendance Were:**

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

**Also In Attendance Were:**

Lisa Johnson; CliftonLarsonAllen LLP  
Alan Pogue, Esq.; Iconogle Seaver Pogue, P.C.  
Christine Hethcock, Crystal Clark, Linda Black, Carol Satersmoen, Patty Caldwell, Dory Martin, Ed and Mary Jo Farrell, Scott Edgar, Cindy Billinger, Gerry Tschirpke, Judy Tunis, Roy Wandell, Cindy Key, Catrena Rosentreader, Chris Craver and other members of the public.

**ADMINISTRATIVE  
MATTERS**

**Call to Order and Agenda:** The meeting was called to order at 5:08 p.m. Following discussion, upon a motion duly made by Director Knopinski, seconded by Director Mead and, upon vote, unanimously carried, the Board approved the agenda, as presented.

**Confirm Quorum, Location of Meeting and 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 District's boundaries have been received.

**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. It was noted by Attorney Pogue that disclosures of potential conflicts of interest were filed with the Secretary of State for all directors, and no additional conflicts were disclosed

at the meeting.

**Board Meetings at Facilities and Maintenance Building 16494 Beebe Draw Farms Parkway Platteville, CO 80651. Resolution No. 2024-01-01 First Amendment to 2024 Meeting Resolution:** Ms. Johnson presented the Resolution to the Board. Following review, upon a motion duly made by Director Knopinski, seconded by Director Caldwell and, upon vote, unanimously carried, the Board approved holding Board meetings at the Facilities and Maintenance Building, 16494 Beebe Draw Farms Parkway Platteville, CO 80651, and adopted Resolution No. 2024-01-01 First Amendment to 2024 Meeting Resolution, as presented.

**Constituent Communications and Requests to Management, Accounting and Legal:** Director Dillon presented the constituents communications and requests to the Board, reminding the attendees that communications to consulting staff from constituents do increase the consulting fees to the Authority. She requested constituents contact her and or Director Caldwell first with any concerns or questions.

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:** None.

**CONSENT  
AGENDA**

The Board considered the following items and actions:

- Approve Minutes of the November 8, 2023 Regular Meeting
- Ratify approval of payment of claims totaling \$370,850.58
- Acceptance of Cash Position Schedule
- Acknowledge AV Equipment Gift from POA and the Installation of Same

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

**PUBLIC COMMENT**

Judy Tunis addressed the Board regarding the current lease for use of the Sales and Info Center. She then addressed the Board regarding the land conveyance concern.

Crystal Clark addressed the Board regarding the expense of the potential land conveyance and asked if the insurance for the Authority will be contacted about this and a claim filed. She asked if a community meeting could be held regarding the land conveyance issue.

Linda Black addressed the Board regarding the insurance option mentioned by Ms. Clark. She encouraged the Authority Board and Mr. Edgar to provide the community with a timeline on when this issue will be addressed and resolved.

Carol Satersmoen addressed the Board regarding the current state of the Authority website and asked if updates could be made. She also asked about the beavers at Lake Christina. She suggested the Board consider preparing a Wildlife Management Policy.

FINANCIAL  
MATTERS

**FIRST READING:** None.

**SECOND READING:**

**Fee Committee Recommendations for 2024 Fees. Resolution No. 2024-01-02 to Adopt 2024 Fee Schedule:** Ms. Clark presented the recommendations for fee changes in 2024 to the Board. Following review, upon a motion duly made by Director Dillon, seconded by Director Knopinski and, upon vote, unanimously carried, the Board adopted the Resolution No. 2024-01-02 to Adopt 2024 Fee Schedule, as presented.

**EMERGENCY READING:** None.

OPERATIONS AND  
MAINTENANCE

**FIRST READING:**

**Proposals for 2024 Road Maintenance:** The Board discussed the proposals from T Case for road maintenance in the amount of \$31,425. No action was taken.

**SECOND READING:** None.

**EMERGENCY READING:**

**Proposals from Big Horn Buildings LLC and Fossil Creek Builders to Repair Pillars at Sales and Info. Center Facility:** Ms. Johnson presented the proposals to the Board. Director Caldwell provided additional information on the proposals and his agreement with this being considered as an emergency reading as this issue is considered a safety concern at the Sales and Info. Center.

Following review, upon a motion duly made by Director Dillon, seconded by Director Caldwell and, upon vote, unanimously carried, the Board approved the proposal from Big Horn Buildings LLC to repair pillars at Sales and Info. Center Facility and directed legal counsel to draft an agreement.



CAPITAL  
AMENITIES

**Broadband Project:** Mr. Farrell provided an update on the project to the Board, noting that Hilltop Broadband continues to wait for the application window to open again for grant funds. It was noted that certification of need has been completed.

**FIRST READING:** None.

**SECOND READING:** None.

**EMERGENCY READING:**

**Change Order No. 1 to the Construction Contract with Fossil Creek Builders to Install 2 New Culverts:** Ms. Johnson presented the reason for adding this as an emergency reading due to the timing of the next Board meeting in relation to the completion of the path project. It was noted that waiting until March could cause the project to not be completed on time and therefore increase the overall cost. Mr. Caldwell summarized the change order and the need to install the two new culverts.

Following discussion, upon a motion duly made by Director Dillon, seconded by Director Caldwell and, upon vote, unanimously carried, the Board approved the Change Order No. 1 to the Construction Contract with Fossil Creek Builders to install 2 new culverts.

INFRASTRUCTURE  
MATTERS

**Filing No. 2:** Ms. Hethcock provided an update for the Board, noting that Filing No. 2 was submitted to Weld County staff for review a few weeks ago.

**FIRST READING:**

**Cost Verification Report No. 4 Prepared by Schedio Group:** The Board reviewed the Cost Verification Report No. 4 prepared by Schedio Group. No action was taken.

**Cost Verification Report No. 5 prepared by Schedio Group:** The Board reviewed the Cost Verification Report No. 5 prepared by Schedio Group. No action was taken.

**SECOND READING:**

**Cost Verification Report No. 3 prepared by Schedio Group:** Following review, upon a motion duly made by Director Knopinski, seconded by Director Mead and, upon vote, unanimously carried, the Board accepted the Cost Verification Report No. 3 prepared by Schedio Group.

**EMERGENCY READING:** None.

**LEGAL MATTERS**

**Authority Establishment Agreement (AEA) Regarding Items Requiring Action to be Discussed at Two Meetings:** Attorney Pogue discussed the language in the AEA related to the requirement that all matters that require approval from the Board require discussion at two meetings prior to taking action with the exception of the pledge agreements. Attorney Pogue and Ms. Johnson discussed this matter in detail and suggest a few options for Board consideration:

1. Every matter requiring action by the Board would need to be discussed at two meetings prior to action other than items deemed to be an emergency. The suggestion would be that the Board would meet twice monthly to accomplish this.
2. The Board could prepare a list of matters that do not require discussion at two meetings and those matters can be approved via a consent agenda.
3. An amendment to the AEA could be prepared to more clearly define the two-meeting discussion rule requirement.

Director Knopinski provided comments on what he feels the intent of this requirement was at the time the AEA was approved.

Director Dillon commented that she is not in favor of not adhering to the terms of the AEA. She would agree to an amendment to the AEA but if the Board is going to amend the AEA then she has other items in the AEA that she would like to see amended. She would be willing to review a list of items that might be exempt from the requirement.

Director Caldwell provided his comments in that he does not feel that waiting two months to hire a contractor to do time sensitive work is reasonable.

**FIRST READING:** None.

**SECOND READING:**

**Amended and Restated Improvement Acquisition, Advance, and Reimbursement Agreement and Promissory Note Securing Payment of Same with REI:** Attorney Pogue presented the agreement to the Board. Following review, upon a motion duly made by Director Knopinski, seconded by Director Mead and, upon vote, with Directors Knopinski and Mead voting yes, the Board approved the Amended and Restated Improvement Acquisition, Advance, and Reimbursement Agreement and Promissory Note securing payment of same with REI. Directors Caldwell and Dillon were opposed. The Board members discussed the concerns that Directors Caldwell and Dillon have with the agreement. Director Knopinski will work with Attorney Pogue to address the concerns shared by Directors Caldwell and Dillon regarding

the agreement.

**EMERGENCY READING:** None.

**OTHER BUSINESS**

None.

**ADJOURNMENT**

There being no further business to come before the Board at this time, Director Dillon adjourned the meeting at 7:45 p.m.

Respectfully submitted,

By 
DocuSigned by:  
**william caldwell**  
7984B344D8C244F
  
 Secretary for the Meeting

**MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY  
HELD  
MARCH 13, 2024**

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 13, 2024, at 6:00 p.m. This meeting was a hybrid meeting held via Microsoft Teams and at the Facilities and Maintenance Building, 16494 Beebe Draw Farms Pkwy. Platteville, CO. The meeting was open to the public.

ATTENDANCE

**Directors In Attendance Were:**

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

**Also In Attendance Were:**

Lisa Johnson, Shauna D'Amato and Terri Boroviak; CliftonLarsonAllen LLP  
Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.  
Brenda Lewis, Carol Satersmoen, Crystal Clark, John and Kim Coleman, Emily Meehan, Melanie Briggs, Chantini Miller, Edward Hermann, Linda Black, Patty Caldwell, Mary Jo and Ed Farrell, Gerry Tschirpke, Cindy Billinger, Mike Korkel, Dough Martin, Roy Wardwell, Patrick Powers, Kelly Will, Elliott Hoover, Catrena Rosentreader, Jeff and Alma Heley and other members of the public.

ADMINISTRATIVE  
MATTERS

**Call to Order and Agenda:** The meeting was called to order at 6:02 p.m. by Ms. Johnson. Following discussion, upon a motion duly made by Director Caldwell, seconded by Director Mead and, upon vote, unanimously carried, the Board approved the agenda, as presented.

**Confirm Quorum, Location of Meeting and 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.

**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.

**Regular Meeting Schedule for Remainder 2024 Due to Two Discussion Requirement:** Ms. Johnson and Attorney Pogue reviewed payment schedule and meeting schedules with the Board.

The Board engaged in discussion regarding monthly payables and a policy to allow for those to be approved by two Board Members - one from District No. 1 and one from District No. 2. The approval would occur monthly and then be ratified at the next Board meeting via a consent agenda. The Board directed Attorney Pogue to draft the policy for consideration under the second discussion at the next Board meeting.

Attorney Pogue will prepare an Amendment to the Administrative Matters Resolution for the Board's review under second discussion at the next meeting. It was noted that this amendment will change the meeting schedule to allow for a short, virtual meeting of the District on the second Wednesday of even numbered months to begin at 6:00 p.m.

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:**

**Minutes of the January 10, 2024 Regular Meeting:** Ms. Johnson reviewed the edits from Director Hethcock to the January 10, 2024 Minutes. Following review, upon a motion duly made by Director Knopinski, seconded by Director Caldwell and, upon vote, unanimously carried, the Board approved the January 10, 2024 Minutes, as amended.

**PUBLIC COMMENT**

Mary Jo Farrell requested the public be informed that President Dillon and Ms. Johnson will be circulating a draft of trail etiquette rules as a part of the Multipurpose Pathway Committee and may require some signage. Ms. Farrell stated the Board should consider which type of signage should be installed along the trail, noting that the Committee studied the county and surrounding area trails. She also noted they potentially want to provide dog waste bags along the trails. It was noted that public education and public signage are the goals of the Multipurpose Pathway Committee.

Catrena Rosentreader addressed the Board regarding the culvert/maintenance issue on the agenda. She requested the Board review the current proposal in detail and requested that REI consider funding the expense to repair the drainage issue.

Kelly Will addressed the Board regarding the same drainage issue and offered his professional opinion on what is causing the issue and how it should be repaired. President Dillon requested Mr. Will to provide a proposal for the repairs of the drainage issue.

Mr. Will further addressed the Board regarding concerns with the walking paths and trails. Director Caldwell discussed the trail and culverts installation and the status of the project. John Coleman commented that he would appreciate a meeting with Mr. Will regarding the issue and would like to show him what is causing the concerns and need for mitigation.

Crystal Clark addressed the Board regarding water rights that are pledged to Central Weld County Water District for future taps. She asked if the rights are being leased out in the meantime and inquired about what will happen to the taps if Filing 2 is not approved. Director Knopinski responded that the developer purchases the water rights, which are then conveyed to the water provider and sold to lot owners to allow for water service to their lot. Director Knopinski was unsure if Central Weld County Water District leases the shares until they are purchased by lot owners in the community.

Attorney Pogue noted that in the event Filing 2 was not approved, the Authority could contact Central Weld County Water District to try and reallocate the taps.

Mike Konkel commented that he has bought and sold water rights frequently in the past and provided his opinion that the Authority does have the right to lease these water rights. He requested further investigation into the water rights matter.

## FINANCIAL MATTERS

### FIRST DISCUSSION:

**December 31, 2023 Unaudited Financial Statements:** Ms. Boroviak reviewed the December 31, 2023 Unaudited Financial Statements with the Board. It was noted that any questions regarding the financial statements should be directed to Ms. Johnson, who will present them at the second reading at the next Board meeting. No action was taken.

**March 2024 Cash Position Schedule:** Ms. Boroviak reviewed the March 2024 Cash Position Schedule with the Board. No action was taken.

**Public Hearing on the Proposed Amended 2023 Authority Budget:** Ms. Johnson opened the public hearing to consider an amendment to the 2023 Authority Budget at 7:00 p.m.

Ms. Boroviak reviewed the proposed amendment with the Board, noting that the proposed amendment to the budget is increasing the total expenditure to \$474,330 from the original budgeted amount of \$410,000.

No public comment was received, and Ms. Johnson closed the public hearing at 7:07 p.m. Discussion ensued. No action was taken.

**Claims in the Amount of \$1,080.06:** Ms. Johnson and Ms. Boroviak reviewed the payment of the claims in the amount of \$1,080.06 with the Board. No action was taken.

**Claims in the Amount of \$142,462.62:** Ms. Johnson and Ms. Boroviak reviewed the payment of the claims in the amount of \$142,462.62 with the Board. No action was taken.

#### **SECOND DISCUSSION:**

**Claims in the Amount of \$79,264.90:** Ms. Boroviak reviewed the claims with the Board. Following review, upon a motion duly made by President Dillon, seconded by Director Caldwell and, upon vote, unanimously carried, the Board accepted the payment of claims in the amount of \$79,264.90, as presented.

#### **OPERATIONS AND MAINTENANCE**

**Pillar Repairs at Sales and Info. Center:** Director Caldwell provided an update on the repairs with the Board, noting that the manufactured stone is yet to be finished. He noted that the anticipated completion is the end of April 2024 as they are awaiting better weather conditions for this construction.

**FIRST DISCUSSION:** None.

#### **SECOND DISCUSSION:**

**Proposal from Drexel Barrell & Co. for Survey and Civil Engineering Services Related to Coleman Drainage Matter:** President Dillon noted she will follow up with Mr. Will regarding this matter, and recommended delaying Board action until a future Board meeting. Discussion ensued. The Board agreed with President Dillon's proposal and deferred this item.

The Board requested this item be updated from "Coleman Drainage Matter" to "Fairbanks Drainage Matter" on future agendas.

#### **CAPITAL AMENITIES**

**Broadband Project:** Mr. Farrell provided an update regarding the project to the Board. It was noted the application for the grant was submitted. Mr. Farrell conducted speed test certifications, noting favorable results of speed tests. He is expecting a letter from Hilltop regarding certification of results of speed testing. The letter will be circulated to Ms. Johnson and the Board for review and execution. Once the letter is signed, Hilltop will send it to the grant committee's office.

**Beebe Draw Farms Parkway Path Project:** Director Caldwell provided an update for the Board, noting that the contractor will be back on site on March 18, 2024, if weather permits, to provide more trail compaction and culverts for drainage. The contractor may get asphalt installed the last week of April, depending on the weather conditions.

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:** None.

**INFRASTRUCTURE MATTERS**

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:**

**Cost Verification Report No. 6 Prepared by Schedio Group:** Ms. Johnson reviewed the report with the Board. Following review, upon a motion duly made by Director Knopinski, seconded by Director Mead with support from Directors Caldwell and Dillon, the Board accepted the Cost Verification Report No. 6 prepared by Schedio Group.

**LEGAL MATTERS**

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:**

**Amended and Restated Improvement Acquisition, Advance, and Reimbursement Agreement and Promissory Note Securing Payment of Same with REI:** Attorney Pogue noted he is waiting to receive a schedule of the projects that would be funded by this advance from REI. The Board deferred action to the next regular meeting.

**Executive Session Pursuant to Section 24-6-402(4)(b), C.R.S., to Discuss Pending Legal Matters Related to the Transfer of Land to REI with General Counsel:** Attorney Pogue provided a commentary on this matter. No executive session was required.

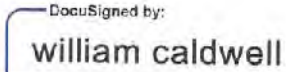
**OTHER BUSINESS**

The Board directed staff to schedule a virtual Special Board meeting on Wednesday, March 20, 2024 at 3:00 p.m.

**ADJOURNMENT**

There being no further business to come before the Board at this time, upon a motion duly made by Director Caldwell, seconded by President Dillon and, upon vote, unanimously carried, the Board adjourned the meeting at 7:30 p.m.

Respectfully submitted,

By  **william caldwell**  
Secretary for the Meeting



**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY  
HELD  
MARCH 20, 2024**

A special meeting of the Board of Directors (referred to hereafter as the “Board”) of the Beebe Draw Farms Authority (referred to hereafter as the “Authority”) was convened on Wednesday, March 20, 2024, at 3:00 p.m. This meeting was a hybrid meeting held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

**Directors In Attendance Were:**

Sharon Dillon, President  
Paul “Joe” Knopinski, Vice President  
Diane Mead, Treasurer  
William Caldwell, Secretary

**Also In Attendance Were:**

Lisa Johnson and Shauna D’Amato; CliftonLarsonAllen LLP  
Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.  
Brenda Lewis, Cindy Billinger, Scott Edgar, Chantini Miller, Crystal Clark,  
Melanie Briggs, and other members of the public.

ADMINISTRATIVE  
MATTERS

**Call to Order and Agenda:** The meeting was called to order at 3:00 p.m. Following discussion, upon a motion duly made by Director Knopinski, seconded by Director Mead and, upon vote, unanimously carried, the Board approved the agenda, as presented.

**Confirm Quorum, Location of Meeting and 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.

**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:** None.

**SECOND DISCUSSION:**

**Amended Resolution Regarding Regular Meeting Dates for 2024:**

Following review and discussion, upon a motion duly made by Director Knopinski, seconded by President Dillon and, upon vote, unanimously carried, the Board adopted the Amended Resolution Regarding Regular Meeting Dates for 2024.

**PUBLIC COMMENT**

None.

**FINANCIAL MATTERS**

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:**

**Pavment of claims in the amount of \$142,462.62:** Following review, upon a motion duly made by President Dillon, seconded by Director Mead and, upon vote, unanimously carried, the Board accepted the payment of claims in the amount of \$142,462.62.

**December 31, 2023 Unaudited Financial Statements and Schedule of Cash Position through March 2024:**

Following review, upon a motion duly made by President Dillon, seconded by Director Mead and, upon vote, unanimously carried, the Board accepted the December 31, 2023 unaudited financial statements and schedule of cash position through March 2024.

**Resolution to Amend the 2023 Budget (Public Hearing as Held on March 13, 2024):**

Following review, upon a motion duly made by President Dillon, seconded by Director Mead and, upon vote, unanimously carried, the Board adopted the Resolution to Amend the 2023 budget. The Public Hearing regarding the Resolution to Amend the 2023 budget was held on March 13, 2024.

**OPERATIONS AND MAINTENANCE**

**FIRST DISCUSSION:**

**Proposals for Survey of Land Owned by Authority In and Around Lake Christina etc.:**

Director Caldwell presented the proposals to the Board, noting he believes the land needs to be surveyed to determine where the Authority property ends and where the private property begins to determine maintenance responsibilities. Discussion ensued to include options such as a license agreement or easement from the property owner. The Board directed Director Caldwell to solicit proposals for the survey work.

Crystal Clark noted she located information that a survey of this property may have been done in 2022. She requested the Board to investigate further to see if this survey work has already been performed.

Director Caldwell responded that the survey staking work he is requesting was performed in 2022 but the stakes are no longer on the property.

**SECOND DISCUSSION:** None.

CAPITAL AMENITIES

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:** None.

INFRASTRUCTURE MATTERS

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:** None.

LEGAL MATTERS

**FIRST DISCUSSION:**

**Request from Beebe Draw Farms Metropolitan District No. 1 Committee to Engage an Appraiser to Appraise Land (422 acres) Related to Land Conveyance Matter or Authorize D1 to Engage an Appraiser and Discuss Funding for Same:** The Board discussed the request and related funding. President Dillon and Director Caldwell commented that the Discretionary Fund may be used but that will need to be determined at a later date. The Board directed President Dillon and Director Caldwell to communicate to the Beebe Draw Farms Metropolitan District No. 1’s Committee to solicit proposals to present to the Board at the April meeting.

**SECOND DISCUSSION:**

**Policy to Allow for Payment of Monthly Claims by One Member of the Board Appointed by District 1 and One Member of the Board Appointed by District 2:** The Board discussed the policy. The Board delegated one member of District No. 1 and one member of District No. 2 to review and approve the monthly invoices and authorize payment to be made after the invoices have been reviewed by the Board under a First Discussion. The claims listing will appear on a consent agenda with an acknowledgement that the claims included in the listing were paid.

Following discussion, upon a motion duly made by Director Knopinski, seconded by President Dillon and, upon vote, unanimously carried, the Board approved the policy to allow for payment of monthly claims by one member of the Board appointed by District No. 1 and one member of the Board appointed by District No. 2 after completion of a First Discussion at a Board meeting.

OTHER BUSINESS

Director Knopinski resigned from his position on the Authority Board, effective immediately. Director Knopinski expressed his heartfelt appreciation to the community to allow him to serve on the Board and represent the community for the past several years.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Mead, seconded by President Dillon and, upon vote, unanimously carried, the Board adjourned the meeting at 3:59 p.m.

Respectfully submitted,

By DocuSigned by:  
**william caldwell**  
7984B344D8C244F  
Secretary for the Meeting

**MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY  
HELD  
APRIL 10, 2024**

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, April 10, 2024, at 6:00 p.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

**Directors In Attendance Were:**

Sharon Dillon, President  
Diane Mead, Vice President  
William Caldwell, Treasurer  
Scott Edgar, Secretary

**Also In Attendance Were:**

Lisa Johnson and Shauna D’Amato; CliftonLarsonAllen LLP  
Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.  
Janet Konkell, Linda Cox, Crystal Clark, Brenda Lewis, Judy Tunis, Ed Farrell,  
Carol Satersmoen and other members of the public.

ADMINISTRATIVE  
MATTERS

**Call to Order and Agenda:** The presence of a quorum was confirmed. The meeting was called to order at 6:03 p.m. Following discussion, upon a motion duly made by Director Caldwell, seconded by Director Mead and, upon vote, unanimously carried, the Board approved the agenda, as presented.

**Confirm Quorum, Location of Meeting and Posting of Meeting Notice:** 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.

**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.

**Appointment of Scott Edgar from Beebe Draw Farms Metropolitan District No. 2 to Fill the Vacancy and Officer Position Created by the Resignation of Joe Knopinski:** The Board acknowledged the appointment of Scott Edgar from Beebe Draw Farms Metropolitan District No. 2 to fill the vacancy and officer position created by the resignation of Joe Knopinski.

**Election of Officers:** Following review, upon a motion duly made by President Dillon, seconded by Director Caldwell and, upon vote, unanimously carried, the following slate of officers were appointed for the District:

President:	Sharon Dillon
Vice-President:	Diane Mead
Treasurer:	Bill Caldwell
Secretary:	Scott Edgar

**FIRST DISCUSSION:**

**Minutes of the March 13, 2024 Regular Meeting and March 20, 2024 Special Meeting:** President Dillon requested the March 20, 2024 Special Meeting Minutes to be revised to reflect the following change: "Director Caldwell and President Dillon commented that the Discretionary Fund may be used but will need to be determined at a later date".

**Recommendation to Advance Nathan Clark to Field & Maintenance Specialist – Lead:** Ms. Johnson summarized the process of revising the Field & Maintenance – Lead job description and then posting internally to the current staff. Mr. Clark submitted his letter of interest. Ms. Johnson met with Mr. Clark to review the job description to ensure he is comfortable the requirements of the position. Mr. Clark has indicated that he would like to receive \$26.50 per hour if offered the position. The Board discussed the information presented. No action was taken at this meeting.

**SECOND DISCUSSION:** None.

**PUBLIC COMMENT**

Brenda Lewis addressed the Board regarding a posting on the mail room door regarding the issuance of mail keys. She noted that USPS is now taking on the responsibility to issue any new or replacement keys.

Judy Tunis commented on changing the name of the community from Pelican Lake Ranch to Beebe Draw Farms. She then addressed the Board regarding the Sales and Information Center and the restrictions of use. She would like to see the facility be used as a community center going forward and not used as a Sales and Information Center.

Linda Cox addressed the Board regarding signage and volunteered to continue working with the Board on needed signage.

**FINANCIAL MATTERS**

**FIRST DISCUSSION:**

**Payment of Claims:** The Board reviewed the payment of claims in the amount of \$69,936.72.

**SECOND DISCUSSION:** None.

**OPERATIONS AND  
MAINTENANCE**

**Pillar Repairs at Sales and Info. Center:** Director Caldwell provided an update on the pillar repairs to the Board.

**FIRST DISCUSSION:**

**Rules of Etiquette Related to Newly Installed Path on Beebe Draw Farms Parkway Prepared by Multi- use Pathway Committee:** The Board reviewed the information presented. President Dillon discussed the communication of these rules once adopted. Ms. Farrell commented that the committee was hoping to prepare a mailing to residents and have a few signs prepared with the important rules identified.

**Proposals for Landscape and Tree Maintenance Services:** The Board reviewed proposals for landscape and tree maintenance services. President Dillon commented that Mr. Clark suggested the maintenance staff can provide fertilizing services, which were identified in the proposals. She then commented that tree care services will be the only services needed. Director Edgar directed staff to ask the contractors if their proposals will change when the lawn care services are removed.

**Proposal from Moffat Glass for Clubhouse Window Glazing in the amount of \$2,845.36:** The Board reviewed the proposal. No action was taken.

**Proposal from Greeley Lock and Key Proposal for Rekeying Locks at Clubhouse in the Amount of \$1,309.89:** The Board reviewed the proposal. Discussion ensued. Director Edgar agreed that REI will fund half of the costs to re-key the facility. The Board will consider action on this item at their next meeting.

**Proposal for Riding Mower Purchase:** The Board reviewed the proposals for riding mower purchase. Mr. Clark recommended purchasing the riding mower in the amount of \$10,096.98. No action was taken.

**Change Order to Big Horn Builders Contract Regarding Pool Pillar Repairs and Staining:** The Board deferred this agenda matter to a future meeting.

**2024 Fish Stocking and Algae Remediation:** Following discussion, the Board agreed fish stocking is necessary prior to the fishing derby in early June. The Board deferred discussion on the algae remediation.

**SECOND DISCUSSION:**

**Proposal from Drexel Barrell & Co. for Survey and Civil Engineering Services Related to Fairbanks Drive Issue:** The Board reviewed the proposal. President Dillon commented that at the last meeting Directors Knopinski and Mead agreed that the Infrastructure Fund would fund this expense. Director Edgar had questions on the drainage issue.

Following review, upon a motion duly made by Director Caldwell, seconded by Director Edgar and, upon vote, unanimously carried, the Board approved the proposal from Drexel Barrell & Co. for survey and civil engineering services related to Fairbanks Drive issue. Mr. Caldwell will ask Drexel Barrell & Co. to provide a change order for review by the legal counsel. Following review, upon a motion duly made by Director Mead, seconded by Director Edgar, with support from Director Caldwell and President Dillon, the Board approved funding the cost of this expense from the infrastructure fund.

**Proposals for Survey of Land Owned by Authority in and Around Lake Christina etc.:** The Board deferred this agenda item to a future meeting.

**CAPITAL AMENITIES**

**Broadband Project:** Mr. Farrell provided an update regarding the project to the Board.

**Beebe Draw Farms Parkway Path Project:** Director Caldwell provided an update for the Board.

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:** None.

**INFRASTRUCTURE MATTERS**

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:** None.

**LEGAL MATTERS**

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:**

**Amended and Restated Improvement Acquisition, Advance, and Reimbursement Agreement and Promissory Note Securing Payment of Same with REI:** The Board deferred this agenda item to the next meeting.



**Proposal to Engage an Appraiser to Appraise Land (422 acres) Related to Land Conveyance Matter or Authorize D1 to Engage an Appraiser and Funding for Same:**

The Board reviewed the proposals. President Dillon commented that she thinks this is needed and that the Infrastructure Fund should fund the appraisal given that REI created this problem. Director Edgar commented that he is not comfortable with funding the appraisal. Members of the public provided comments on possible funding options. Director Edgar commented that he is adamantly opposed to using Infrastructure fund monies to fund this appraisal. The Board deferred action on this agenda item to the next meeting.

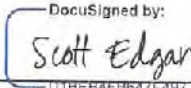
**OTHER BUSINESS**

The Board determined to hold a virtual Special Board meeting on Wednesday, April 24, 2024 at 6:00 p.m.

**ADJOURNMENT**

There being no further business to come before the Board at this time, upon a motion duly made by Director Edgar, seconded by Director Mead and, upon vote, unanimously carried, the Board adjourned the meeting at 7:29 p.m.

Respectfully submitted,

By  Secretary for the Meeting

**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY  
HELD  
APRIL 24, 2024**

A special meeting of the Board of Directors (referred to hereafter as the "Board") of the Beebe Draw Farms Authority (referred to hereafter as the "Authority") was convened on Wednesday, April 24, 2024, at 6:00 p.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

**ATTENDANCE**

**Directors In Attendance Were:**

Sharon Dillon, President  
Diane Mead, Vice President  
William Caldwell, Treasurer  
Scott Edgar, Secretary

**Also In Attendance Were:**

Lisa Johnson and Shauna D'Amato; CliftonLarsonAllen LLP  
Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.  
Ed & Mary Jo Farrell, Kelly Deitman, Jeff Heley, Judy Tunis, Crystal Clark, Deb, Rua, Dave Miller, Brenda Lewis, Carol Satersmoen, Bruce O'Donnell and other members of the public.

**ADMINISTRATIVE  
MATTERS**

**Confirm Quorum, Location of Meeting and 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 6:01 p.m. Following discussion, upon a motion duly made by Director Mead, seconded by Director Edgar 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:**

**April 10, 2024 Regular Meeting Minutes:** The Board reviewed the April 10, 2024 minutes. No comments were provided.

**SECOND DISCUSSION:**

**March 13, 2024 Regular Board Meeting Minutes and March 20, 2024 Special Board Meeting Minutes:** Following review and discussion, upon a motion duly made by Director Caldwell, seconded by Director Mead and, upon vote, unanimously carried, the Board approved the March 13, 2024 Regular Board Meeting Minutes and March 20, 2024 Special Board Meeting Minutes.

**Advancement of Nathan Clark to Fill the Field and Maintenance Specialist – Lead Position:** Following discussion, upon a motion duly made by President Dillon, seconded by Director Caldwell and, upon vote, unanimously carried, the Board approved the advancement of Nathan Clark to fill the Field and Maintenance Specialist – Lead position at an hourly wage of \$26.50 per hour, effective May 1, 2024 or sooner.

**CONSENT AGENDA**

**Payment of Claims:** Following discussion, upon a motion duly made by President Dillon, seconded by Director Mead and, upon vote, unanimously carried, the Board ratified the approval of the payment of claims, pending confirmation that Pay Application No. 4 to Fossil Builders is not needed.

**PUBLIC COMMENT**

Judy Tunis addressed the Board regarding the change of the name of the community from Pelican Lake Ranch to Beebe Draw Farms as well as changing the name of the Sales and Information Center to Community Center.

**FINANCIAL MATTERS**

**FIRST DISCUSSION:**

**Payment of Claims:** The Board reviewed the payment of claims in the amount of \$1,048.81. No comments were made.

**SECOND DISCUSSION:** None.

**OPERATIONS AND MAINTENANCE**

**FIRST DISCUSSION:**

**Proposals to Replace Ductwork on HVAC at the Sales and Info. Center:** Ms. D’Amato provided an update on obtaining proposals to replace the ductwork, noting that a few of the vendors who are able to perform the work would like to schedule site visits prior to preparing their proposals. No action was taken.

**SECOND DISCUSSION:**

**Resolution Regarding Rules of Etiquette Related to Newly Installed Path on Beebe Draw Farms Parkway:** Following discussion, upon a motion duly made by Director Caldwell, seconded by President Dillon and, upon vote, unanimously carried, the Board adopted the Resolution

regarding Rules of Etiquette related to the newly installed path on Beebe Draw Farms Parkway.

**Agreement with Arborado Tree Care for 2024 Tree Care Services:**

Following discussion, upon a motion duly made by President Dillon, seconded by Director Caldwell, with support from Directors Mead and Edgar, the Board approved the Service Agreement with Arborado Tree Care for 2024 tree care services.

**Agreement with Moffat Glass for Clubhouse Window Glazing in the amount of \$2,845.36:**

Following discussion, upon a motion duly made by President Dillon, seconded by Director Caldwell, with support of Directors Mead and Edgar, the Board approved the Service Agreement with Moffat Glass for Clubhouse Window Glazing in the amount of \$2,845.36.

**Agreement with Greeley Lock and Key for Rekeying Locks at Clubhouse in the amount of \$1,309.89 with funding from the Authority and REI:**

Following discussion, upon a motion duly made by President Dillon, seconded by Director Caldwell, with support of Directors Mead and Edgar, the Board approved the proposal with Greeley Lock and Key for Rekeying Locks at the Clubhouse in the amount of \$1,309.89, with confirmation of funding 50% of the invoice from REI.

**Proposal for Riding Mower Purchase:** Following discussion, upon a motion duly made by President Dillon, seconded by Director Caldwell, with the support of Directors Mead and Edgar, the Board approved the proposal for a riding mower purchase.

CAPITAL AMENITIES

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:** None.

INFRASTRUCTURE MATTERS

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:** None.

LEGAL MATTERS

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:**

**Amended and Restated Improvement Acquisition, Advance and Reimbursement Agreement and Promissory Note Securing Payment of Same with REI:**

Attorney Pogue presented information regarding the costs that would be associated with this reimbursement agreement that he received from Director Edgar. Attorney Pogue noted that approval on

this Amended and Restated Improvement Acquisition, Advance and Reimbursement Agreement was given in a prior Board meeting. No further action was needed or taken.

**Proposal to Engage an Appraiser to Appraise Land (422 Acres) Related to Land Conveyance Matter or Authorize D1 to Engage an Appraiser and Discuss Funding for Same:** President Dillon reported that the Beebe Draw Farms Metropolitan District No. 1 Board of Directors has been working with the Property Owners Association ("POA") on funding the appraisal and the POA has agreed to pay for the appraisal. The contract will be with the POA and the appraiser.

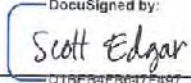
OTHER BUSINESS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by President Dillon, seconded by Director Caldwell and, upon vote, unanimously carried, the Board adjourned the meeting at 6:33 p.m.

Respectfully submitted,

By  Secretary for the Meeting

**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY  
HELD  
MAY 8, 2024**

A special meeting of the Board of Directors (referred to hereafter as the “Board”) of the Beebe Draw Farms Authority (referred to hereafter as the “Authority”) was convened on Wednesday, May 8, 2024, at 6:00 p.m. This meeting was held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

**Directors In Attendance Were:**

Sharon Dillon, President  
Diane Mead, Vice President  
William Caldwell, Treasurer  
Scott Edgar, Secretary

**Also In Attendance Were:**

Lisa Johnson and Shauna D’Amato; CliftonLarsonAllen LLP  
Jack Featheringill, Catrena Rosentreader, Brenda Lewis, Crystal Clark, Mary Jo and Ed Farrell, Sara Hoover, and other members of the public.

ADMINISTRATIVE  
MATTERS

**Confirm Quorum, Location of Meeting and 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 6:00 p.m. Following discussion, upon a motion duly made by Director Mead, seconded by Director Caldwell and, upon vote, unanimously carried, the Board approved the agenda, as amended.

**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:**

**Minutes of the April 24, 2024 Special Meeting:** The Board reviewed the April 24, 2024 Special Meeting minutes. No action was taken.

**Resolution Adopting Technology Accessibility Statement and Technical Standards:** Ms. Johnson presented the Resolution Adopting Technology Accessibility Statement and Technical Standards to the Board. No action was taken.

**SECOND DISCUSSION:**

**Minutes of the April 10, 2024 Regular Meeting:** Following review, upon a motion duly made by President Dillon, seconded by Director Caldwell and, upon vote, unanimously carried, the Board approved the April 10, 2024 Minutes, as presented.

**CONSENT AGENDA**

**Payment of Claims in the Amount of \$69,936.72:** Following review, upon a motion duly made by Director Mead, seconded by President Dillon and, upon vote, unanimously carried, the Board ratified the approval of payment of claims in the amount of \$69,936.72.

**PUBLIC COMMENT**

None.

**FINANCIAL MATTERS**

**FIRST DISCUSSION:**

**Payment of Claims:** The Board reviewed the payment of claims.

**Cash Position Ending March 31, 2024 and Property Tax Reconciliation Schedule:** The Board reviewed the cash position schedule ending March 31, 2024 and the property tax reconciliation schedule. No action was taken.

**SECOND DISCUSSION:** None.

**OPERATIONS AND MAINTENANCE**

**FIRST DISCUSSION:**

**Proposals to Replace Ductwork on HVAC at the Sales and Info. Center:** Ms. D'Amato presented the proposals to replace ductwork on HVAC at the Sales and Info. Center to the Board. Discussion ensued. No action was taken.

**SECOND DISCUSSION:** None.

**CAPITAL AMENITIES**

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:** None.

**INFRASTRUCTURE MATTERS**

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:**

LEGAL MATTERS

FIRST DISCUSSION: None.

SECOND DISCUSSION: None.

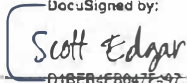
OTHER BUSINESS

Director Edgar informed the Board that REI is processing the comments from Weld County on their submittal. He is planning to schedule a community meeting in the near future to review any changes to the plans that may be made and answer any questions.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by President Dillon, seconded by Director Mead and, upon vote, unanimously carried, the Board adjourned the meeting at 6:21 p.m.

Respectfully submitted,

By    
 DocuSigned by:   
 D1BEB4F8047F497   
 Secretary for the Meeting



**MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY  
HELD  
JUNE 12, 2024**

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, June 12, 2024, at 6:00 p.m. This 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:**

Sharon Dillon, President  
Diane Mead, Vice President  
William Caldwell, Treasurer  
Scott Edgar, Secretary

**Also In Attendance Were:**

Lisa Johnson, Shauna D'Amato and Terri Boroviak; CliftonLarsonAllen LLP  
Alan Pogue, Esq.; McGeady Becher, P.C.  
Todd Johnson; Terra Forma  
Bruce O'Donnell, Carol Satersmoen, Cindy Billinger, Catrona Rosentreader, MaryJo & Ed Farrell, Jeff Heely, Judy Tunis, Kent Lewis, Christine Hethcock, Brenda Lewis, Bruce O'Donnell, Dave Miller, Patty Caldwell, Ken Rose, John Coleman, Gerry Tschirpke and other members of the public.

**ADMINISTRATIVE  
MATTERS**

**Confirm Quorum, Location of Meeting and 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 6:29 p.m. Director Edgar indicated he had a presentation to make under infrastructure matters and no action is required. Following discussion, upon a motion duly made by President Dillon, seconded by Director Edgar and, upon vote, unanimously carried, the Board approved the agenda, as amended.

**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.

**Appointment of One Board Member from Beebe Draw Farms Metropolitan District No. 1 and Beebe Draw Farms Metropolitan District No. 2 to Serve 2-Year Terms:** Following discussion, the Board acknowledged the appointment of Cindy Billinger from District No. 1 and Scott Edgar from District No. 2 to the Authority's Board. President Dillon administered the oath of office to Directors Billinger and Edgar.

Ms. Johnson thanked Director Caldwell for his service.

**FIRST DISCUSSION:**

**May 8, 2024 Special Meeting Minutes:** Ms. Johnson reviewed the May 8, 2024 Special Meeting minutes with the Board. No action was taken.

**SECOND DISCUSSION:**

**Minutes of the April 24, 2024 Special Meeting:** Upon a motion duly made by President Dillon, seconded by Director Mead and, upon vote, unanimously carried, the Board approved the minutes of the April 24, 2024 Special Meeting.

**Resolution Adopting Technology Accessibility Statement and Technical Standards:** Upon a motion duly made by President Dillon, seconded by Director Edgar and, upon vote, unanimously carried, the Board adopted the Resolution Adopting Technology Accessibility Statement and Technical Standards.

**CONSENT AGENDA**

**Payment of Claims in the Amount of \$80,555.13:** Ms. Johnson reviewed the claims with the Board. Following discussion, upon a motion duly made by President Dillon, seconded by Director Edgar and, upon vote, unanimously carried, the Board ratified the approval of payment of claims in the amount of \$80,555.13.

**PUBLIC COMMENT**

Catrena Rosentreader reported that several members in community are wondering if treatment for mosquitos near the holding pond will occur.

Bill Caldwell reported that the walking trail is anticipated to be complete in about four weeks.

Ed Farrell noted there is no update regarding the Hilltop grant application at this time, but will send it to Ms. Johnson to disperse to the Board, when available.

Jeff Heeley requested to host a firefighter appreciation day at the Community Pool/Pavilion. President Dillon stated the Authority would support use of property as long as the Property Owners Association would host the event.

Kent Lewis noted that with the activity near the lake & settling pond, dust is being blown around. He asked if the Authority Board could do something to help mitigate this. Mr. Lewis expressed concerns regarding West Nile Virus, and requested the Board establish an action plan for treatment of mosquitos.

Members of the public discussed keys to mailboxes, who is responsible for the cost and how they can be replaced. President Dillon clarified that Mr. Lewis is requesting REI address this issue. This is not an Authority matter.

FINANCIAL MATTERS

**FIRST DISCUSSION:**

**Payment of Claims:** The Board reviewed the payment of claims.

**March 31, 2024 Unaudited Financial Statements:** The Board reviewed the March 31, 2024 Unaudited Financial Statements. No action was taken.

**SECOND DISCUSSION:** None.

OPERATIONS AND MAINTENANCE

**Pool Manager Report:** Ms. Johnson provided an update for the Board regarding the Kantech pool key system failure and need of repair. President Dillon and Director Caldwell gave approval to repair and get a new system up, as it was needed to keep the pool enclosure safe. The cost was approximately \$5,000.00. Attorney Pogue confirmed this is considered an emergency, can bypass the first/second discussion and the Board can take action tonight.

Following discussion, upon a motion duly made by President Dillon, seconded by Director Mead and, upon vote, unanimously carried, the Board approved repairing and setting a new pool key system up in an amount not to exceed \$5,000.00. Ms. Johnson noted the funds will come from the Capital R&R contingency fund.

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:**

**Proposals to Replace Ductwork on HVAC at the Sales and Info. Center:** Following discussion, upon a motion duly made by President Dillon, seconded by Director Billinger and, upon vote, unanimously carried, the Board approved the Air Mechanical Inc. proposal to replace ductwork on HVAC at the Sales and Info. Center in the amount of \$7,832.00. Ms. D'Amato will send the proposal to Attorney Pogue to prepare a service agreement.

CAPITAL AMENITIES

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:** None.

INFRASTRUCTURE  
MATTERS**FIRST DISCUSSION:**

**Filing No. 2 Plat / PUD Application:** Director Edgar and Mr. Johnson presented the Filing No. 2 Plat / PUD Application Presentation to the Board, noting that they are working with CLA to create a financial forecast. Discussion ensued. No action was taken.

**SECOND DISCUSSION:** None.

LEGAL MATTERS

**FIRST DISCUSSION:** None.

**SECOND DISCUSSION:** None.

OTHER BUSINESS

Director Edgar discussed an upcoming *Denver Post* article and informed the Board and those in attendance that he feels this was done in bad faith given that the Beebe Draw Farms Metropolitan District No. 1 Board of Directors agreed to consider his offer related to the land conveyance. Attorney Pogue stated he was contacted by a reporter for an article but has not returned the call.

Director Caldwell discussed thistle and noxious weeds with the Board, noting that the State of Colorado will come and request removal. Director Caldwell reminded residents that the Authority will not remove weeds on private property.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by President Dillon, seconded by Director Edgar and, upon vote, unanimously carried, the Board adjourned the meeting at 7:47 p.m.

Respectfully submitted,

By Signed by:  
Scott Edgar  
D:\BEB4FB847F497  
Secretary for the Meeting

MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY (THE "AUTHORITY")  
HELD  
JULY 10, 2024

A special meeting of the Board of Directors of the Beebe Draw Farms Authority (referred to hereafter as the "Board") was convened on July 10, 2024, at 6:00 p.m. This District Board meeting was held at via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in attendance were:  
Sharon Dillon, President  
Diane Mead, Vice-President  
Scott Edgar, Secretary  
Cindy Billinger, Treasurer

Also, In Attendance Were:  
Lisa Johnson, Shauna D'Amato and Terri Boroviak, CliftonLarsonAllen LLP ("CLA")  
Alan Pogue; Icenogle Seaver Pogue, P.C. ("ISP")  
Bruce O'Donnell, MaryJo & Ed Farrell, Kelly Deitman, Melanie Briggs 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 6:00 p.m. The Board reviewed the agenda for the meeting. Ms. Johnson requested an addition to Capital Amenities. Following discussion, upon motion duly made by Director Edgar, seconded by Director Billinger and, upon vote, unanimously carried, the Board approved the Agenda, as amended.

**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.

**Election of Officers:**

Following discussion, upon motion duly made by President Dillon, seconded by Director Edgar and, upon vote, unanimously carried, the following slate of officers were appointed for the District:

President:	Sharon Dillon
Vice President:	Diane Mead
Secretary:	Scott Edgar
Treasurer:	Cindy Billinger

**FIRST DISCUSSION:**

**Attendance of 2024 Special District Association (“SDA”) Conference:**

Ms. Johnson reviewed the SDA Conference with the Board. Discussion ensued. No action was taken.

**June 12, 2024 Regular Meeting Minutes:**

The Board reviewed the minutes. No action was taken.

**SECOND DISCUSSION:**

**May 8, 2024 Special Meeting Minutes:**

Following discussion, upon a motion duly made by Director Edgar, seconded by President Dillon and, upon vote, unanimously carried, the Board approved the May 8, 2024 Special Meeting Minutes.

**CONSENT AGENDA**

**Payment of Claims in the amount of \$154,399.45**  
**Cash Position schedule and PTax Statements**

Ms. Johnson reviewed the consent agenda with the Board. Following discussion, upon a motion duly made by President Dillon, seconded by Director Billinger and, upon vote, unanimously carried, the Board approved the consent agenda.

**PUBLIC COMMENT**

None.

## FINANCIAL MATTERS

### FIRST DISCUSSION

#### Payment of Claims:

Ms. Johnson reviewed the payment of claims with the Board. Discussion ensued. No action was taken.

#### Draft 2023 Audit:

This item was deferred.

### SECOND DISCUSSION

#### March 31, 2024 Unaudited Financial Statements:

Ms. Johnson reviewed the unaudited financial statements with the Board. Following discussion, upon motion duly made by President Dillon, seconded by Director Mead and, upon vote, unanimously carried, the Board accepted the March 31, 2024 Unaudited Financial Statements, as presented.

## OPERATIONS & MAINTENANCE

#### Pool Manager Report:

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

### FIRST DISCUSSION

#### Proposals for Pool Resurfacing:

President Dillon reviewed proposals from Mid-America Pool renovation, Inc. and Chavez Construction LLC with the Board and recommended Chavez. Discussion ensued. No action was taken.

### SECOND DISCUSSION

None.

## CAPITAL AMENITIES

#### Change Order with Fossil Creek Builders for Additional Asphalt at Oilfield Driveways in the amount of \$5,612.60:

Mr. Caldwell reviewed the change order with the Board. President Dillon requested more information. Discussion ensued. The Board directed staff to request Drexel Barrell split the change order cost. Mr. Boroviak will wait on the Pay App associated with the change order and will process the current Pay App in the meantime.

Following discussion, upon a motion duly made by President Dillon, seconded by Director Edgar and, upon vote, unanimously carried, the Board approved the Change Order, subject to Ms. Johnson getting appropriate paperwork consistent with course of conduct between parties.

#### **FIRST DISCUSSION**

None.

#### **SECOND DISCUSSION**

None.

### **INFRASTRUCTURE MATTERS**

#### **FIRST DISCUSSION**

None.

#### **SECOND DISCUSSION**

None.

### **LEGAL MATTERS**

#### **FIRST DISCUSSION**

None.

#### **SECOND DISCUSSION**

None.

### **OTHER MATTERS**

#### **Statutorily Required Documents Posted on Website and Remediation Services:**

Ms. Johnson reviewed the website and related needs with the Board. Following discussion, the Board directed staff to obtain quotes to remediate what is required by statute to be on the website and quotes for everything currently on the website and present them to the Board for review at a future meeting.



ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Edgar, seconded by President Dillon and, upon vote, unanimously carried, the meeting was adjourned at 7:16 p.m.

Respectfully submitted,

By Signed by:  
*Scott Edgar*  
DTB34FB047497  
Secretary for the Meeting

MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY (THE "AUTHORITY")  
HELD  
AUGUST 14, 2024

A special meeting of the Board of Directors of the Beebe Draw Farms Authority (referred to hereafter as the "Board") was convened on August 14, 2024, at 6:00 p.m. This District Board meeting was held at via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in attendance were:  
Sharon Dillon, President  
Diane Mead, Vice-President  
Cindy Billinger, Treasurer  
Bruce O'Donnell, Alternate

Director Scott Edgar was absent and excused.

Also, In Attendance Were:

Lisa Johnson, Shauna D'Amato and Terri Boroviak, CliftonLarsonAllen LLP ("CLA")  
Alan Pogue; Icenogle Seaver Pogue, P.C. ("ISP")  
Brenda Lewis, Bill Caldwell, Carol Satersmoen, May Jo and Ed Farrell, Sara Hoover,  
Crystal Clark, Denise Carlton 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 6:00 p.m. The Board reviewed the agenda for the meeting. Following discussion, upon motion duly made by Director Mead, seconded by Director Billinger and, upon vote, unanimously carried, the Board approved the agenda, as presented.

Upon a motion duly made by Director Mead, seconded by President Dillon and, upon vote, unanimously carried, the Board excused the absence of Director Edgar and acknowledged Bruce O'Donnell as an alternate.

**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:****July 10, 2024 Special Meeting Minutes:**

Ms. Johnson presented the July 10, 2024 Special Meeting Minutes to the Board. No action was taken.

**SECOND DISCUSSION:****Attendance of Board Members at the SDA Conference:**

Following discussion, upon a motion duly made by President Dillon, seconded by Director Mead and, upon vote, majority carried, the Board approved the attendance of Board members at the SDA conference. Director O'Donnell abstained.

**June 12, 2024 Regular Meeting Minutes:**

Following review, upon a motion duly made by President Dillon, seconded by Director Mead and, upon vote, majority carried, the Board approved the June 12, 2024 Regular Meeting Minutes, as presented. Director O'Donnell abstained.

**CONSENT AGENDA****Payment of Claims in the amount of \$95,001.71**

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

**PUBLIC COMMENT**

Sara Hoover addressed the Board regarding the new path on Beebe Draw Farms Parkway, inquiring whether any additional work will be done on the path.

Mary Jo Farrell addressed the Board regarding the same concerns as Ms. Hoover. She asked the public to send any additional concerns regarding the path project to Mr. Caldwell or President Dillon.

Another member of the public addressed the Board regarding whether the appraisal of land was received and if so, if that information can be shared with the public. President Dillon responded by saying the appraisal was received but is not publicly available yet.

## FINANCIAL MATTERS

### FIRST DISCUSSION

#### Payment of Claims:

The Board reviewed the payment of claims. No action was taken.

#### June 30, 2024 Unaudited Financial Statements, Schedule of Cash Position and Property Tax Statements:

Ms. Boroviak presented the June 30, 2024 Unaudited Financial Statements, Schedule of Cash Position and property tax statements to the Board. No action was taken.

#### Draft 2023 Audit:

Ms. Boroviak presented the draft 2023 Audit to the Board. No action was taken.

### SECOND DISCUSSION

None.

## OPERATIONS & MAINTENANCE

### FIRST DISCUSSION

None.

### SECOND DISCUSSION

#### Proposal from Chavez Construction LLC for Pool Resurfacing in the amount of \$65,200.00:

The Board reviewed the proposal from Chavez Construction LLC. Following review, upon a motion duly made by President Dillon, seconded by Director Billinger and, upon vote, with Directors mead and O'Donnell in support, the Board approved the proposal from Chavez Construction LLC for pool resurfacing in the amount of \$65,200.00, as presented.

## CAPITAL AMENITIES

### **Fiber Optics Project:**

Mr. Farrell provided an update on the Fiber Optics Project to the Board. The grant application from June 2024 was denied but there is another opportunity to apply for a similar grant, Broadband Equity Access and Deployment (“BEAD”) Program, in December.

### **FIRST DISCUSSION**

#### **Proposal for Pathway Sign Installation in the amount of \$1,685.00:**

President Dillon presented the proposal to the Board. No action was taken.

### **SECOND DISCUSSION**

None.

## INFRASTRUCTURE MATTERS

### **FIRST DISCUSSION**

#### **Termination of Wernsman Engineering Service Agreement:**

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

#### **Proposal from Terra Forma for Engineering Services Related to Infrastructure Matters:**

Ms. Johnson presented the proposal to the Board, noting that the proposal is related to engineering services needed in Filing 2. The proposal was received after the Board packet was distributed and will be included in the next Board packet.

#### **Punch List Items Prepared by Weld County for Beebe Draw Subdivision Phase 5 Improvements:**

Ms. Johnson presented the punch list items to the Board. Discussion ensued. Ms. Johnson will schedule a call with Weld County to discuss the punch list in further detail.

### **SECOND DISCUSSION**

None.

## LEGAL MATTERS

### FIRST DISCUSSION

#### 2024 General Legislation Memo:

Attorney Pogue presented the 2024 General Legislation Memo to the Board. No action was taken.

### SECOND DISCUSSION

None.

#### Executive Session Pursuant to §24-6-402(4)(b), C.R.S. for the Purpose of Receiving Legal Advice on Special Legal Questions:

Upon a motion duly made by Director O'Donnell, seconded by Director Billinger and, upon vote, unanimously carried, the Board entered into Executive Session at 6:52 p.m.

Upon a motion duly made by Director O'Donnell, seconded by President Dillon and, upon vote, unanimously carried, the Board exited from Executive Session at 7:13 p.m.

The Board directed Attorney Pogue and Ms. Johnson to pursue negotiations with Beebe Draw Farms Metropolitan District No. 1 with regard to a tolling agreement for review and discussion at a future special meeting.

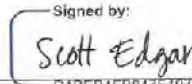
## OTHER MATTERS

President Dillon announced that all remaining meetings for 2024 will be held virtually in an effort to save money on administrative costs.

## ADJOURNMENT

There being no further business to come before the Board at this time, President Dillon adjourned the meeting at 7:17 p.m.

Respectfully submitted,

By  Signed by:  
D12BEB4FB647F497  
Secretary for the Meeting

MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY (THE "AUTHORITY")  
HELD  
SEPTEMBER 6, 2024

A special meeting of the Board of Directors of the Beebe Draw Farms Authority (referred to hereafter as the "Board") was convened on September 6, 2024, at 12:00 p.m. This District Board meeting was held at via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in attendance were:

Bill Caldwell, President  
Diane Mead, Vice-President  
Scott Edgar, Secretary  
Cindy Billinger, Treasurer

Also, In Attendance Were:

Lisa Johnson and Shauna D'Amato, CliftonLarsonAllen LLP ("CLA")  
Alan Pogue; Icenogle Seaver Pogue, P.C. ("ISP")  
Kim and John Coleman, Crystal Clark, Sara Hoover 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 12:00 p.m. The Board reviewed the agenda for the meeting. Following discussion, upon motion duly made by President Caldwell, 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 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.

## LEGAL MATTERS

### FIRST DISCUSSION

None.

### SECOND DISCUSSION

#### Tolling Agreement between the Authority and Beebe Draw Farms Metropolitan District Nos. 1 and 2. Executive Session Pursuant to §24-6-402(4)(b), C.R.S. for the Purpose of Receiving Legal Advice on Specific Legal Questions if Needed:

Following discussion, upon a motion duly made by Director Edgar, seconded by President Caldwell and, upon vote, unanimously carried, the Board approved the tolling agreement between the Authority and Beebe Draw Farms Metropolitan District Nos. 1 and 2.

## OTHER MATTERS

None.

## PUBLIC COMMENT

Sara Hoover addressed the Board regarding the meeting time for this meeting. She was concerned that members of the community could not attend due to work schedules, etc. Ms. Johnson provided a response for the circumstances surrounding the scheduling of the meeting today.

## OPERATIONS AND MAINTENNANCE

### FIRST DISCUSSION

None.

### SECOND DISCUSSION

#### Change Order to Resurfacing Pool Contract to Include Replacement of Tile:

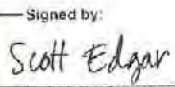
Ms. Clark provided additional information regarding the change order with the Board. Following discussion, upon a motion duly made by President Caldwell, seconded by Director Billinger and with support from Directors Edgar and Mead, the Board approved the Change Order to the Resurfacing Pool Contract to Include Replacement of Tile.

## ADJOURNMENT



There being no further business to come before the Board at this time, upon a motion duly made by President Caldwell, seconded by Director Mead and, upon vote, unanimously carried, the Board adjourned the meeting at 12:16 p.m.

Respectfully submitted,

By  Signed by:  
DTBB4FB647F497

Secretary for the Meeting

MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY (THE "AUTHORITY")  
HELD  
SEPTEMBER 5, 2024

A special meeting of the Board of Directors of the Beebe Draw Farms Authority (referred to hereafter as the "Board") was convened on September 5, 2024, at 6:00 p.m. This District Board meeting was held at via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in attendance were:

Bill Caldwell, President  
Diane Mead, Vice-President  
Scott Edgar, Secretary  
Brenda Lewis, Alternate Director

Cindy Billinger, Treasurer, was absent and excused.

Also, In Attendance Were:

Lisa Johnson and Shauna D'Amato, CliftonLarsonAllen LLP ("CLA")  
Alan Pogue; Icenogle Seaver Pogue, P.C. ("ISP")  
May Jo and Ed Farrell, Patty Caldwell, Kim and John Coleman, Crystal Clark 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 6:00 p.m. The Board reviewed the agenda for the meeting. Following discussion, upon motion duly made by Director Mead, seconded by President Caldwell and, upon vote, unanimously carried, the Board approved the agenda, as amended and excused the absence of Director Billinger and acknowledged Brenda Lewis as an alternate.

**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.

**Resignation of Director Sharon Dillon and the Appointment of Bill Caldwell from Beebe Draw Farms Metropolitan District No. 1 to Fill the Vacancy:**

Following discussion, upon a motion duly made by Director Edgar, seconded by Director Mead and, upon vote, unanimously carried, the Board acknowledged the resignation of Director Sharon Dillon and the appointment of Bill Caldwell from Beebe Draw Farms Metropolitan District No. 1 to fill the vacancy.

**Appointment of Officers:**

Following discussion, upon a motion duly made by Director Edgar, seconded by Director Mead and, upon vote, unanimously carried, the Board appointed the following slate of officers:

President: Bill Caldwell  
Vice-President: Diane Mead  
Secretary: Scott Edgar  
Treasurer: Cindy Billinger

**LEGAL MATTERS**

**FIRST DISCUSSION**

**Tolling Agreement between the Authority and Beebe Draw Farms Metropolitan District Nos. 1 and 2. Executive Session Pursuant to §24-6-402(4)(b), C.R.S. for the Purpose of Receiving Legal Advice on Specific Legal Questions if Needed:**

The Board reviewed the tolling agreement. No questions were asked and no action was taken.

**SECOND DISCUSSION**

None.

**OTHER MATTERS**

None.

**PUBLIC COMMENT**

None.

OPERATIONS AND MAINTENNANCE

FIRST DISCUSSION

**Change Order to Resurfacing Pool Contract to Include Replacement of Tile:**

Ms. Clark reviewed the change order with the Board. The Board discussed the options presented. No action was taken.

SECOND DISUSSION

None.

ADJOURNMENT

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

Respectfully submitted,

By Signed by:  
Scott Edgar  
D1BE84FB047F497...

Secretary for the Meeting

**RESOLUTION NO. 2024-11-02**  
**OF THE BOARD OF DIRECTORS OF BEEBE DRAW FARMS AUTHORITY**  
**2025 MEETING RESOLUTION**

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

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

WHEREAS, on November 8, 2023, the Board adopted, via Resolution No. 2023-11-08, a 2023 Meeting Resolution, as subsequently amended on March 20, 2024, designating the time and place of regular meetings, posting locations for meeting notices, and requirements for emergency meetings, as subsequently amended and restated on March 20, 2024 (collectively, the “Prior Meeting Resolution”); and

WHEREAS, pursuant to Section 32-1-903(1), C.R.S., the Board of Directors (the “Board”) of the Authority shall meet regularly at a “Location” to be designated by the Board; and

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

WHEREAS, Section 32-1-903(1.5), C.R.S., requires that all meetings of the Board that are held solely at physical locations must be held at physical locations that are within the boundaries of the Authority or that are within the boundaries of the county in which the Authority is located, in whole or in part, or in any county so long as the physical location does not exceed twenty miles from the Authority boundaries; and

WHEREAS, the provisions of Section 32-1-903(1.5), C.R.S. may be waived only if the following criteria are met: (a) The proposed change of the physical location of a meeting of the Board appears on the agenda of a meeting of the Board, and (b) A resolution is adopted by the Board stating the reason for which meetings of the Board are to be held in a physical location under the provisions of Section 32-1-903(1.5), C.R.S. and further stating the date, time, and physical location of such meeting; and

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

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

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

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

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

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

WHEREAS, Section 32-1-903(6)(a), C.R.S. requires that the Board holds an annual meeting at a time and location to be designated by the Board and such location may be in person, virtual, or in person and virtual; provided that if the annual meeting is held solely in person, then it must be held at a physical location within the boundaries of the Authority, within the boundaries of any county in which the Authority is located, in whole or in part, or within any other county so long as the physical location does not exceed five (5) miles from the Authority's boundaries; and

WHEREAS, the Board desires to designate the time and place of all regular meetings, and to set forth specific requirements for the Board to call emergency meetings when such meetings are deemed necessary for the immediate protection of the public health, safety, and welfare of the property owners and residents of the Authority for the ensuing year of 2025, pursuant to this 2025 Meeting Resolution.

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

1. The Board hereby determines to hold regular meetings on the second Wednesday of January, March, May, July September, and November at 6:00 p.m. The location of all regular meetings will be in person at the Pelican Lake Ranch Community Info and Sales Center, 16502

Beebe Draw Farms Parkway, Platteville, CO 80641, and virtually via MS Teams or other virtual platform.

2. The Board hereby determines to hold its annual meeting as required by Section 32-1-903(6), C.R.S. before or after the meeting at which the Authority adopts its 2026 budget. The location of the annual meeting will be in person at the Pelican Lake Ranch Community Info and Sales Center, 16494 Beebe Draw Farms Parkway, Platteville, CO 80641, and virtually via MS Teams or other virtual platform.

3. The Board hereby designates the Authority's public website, [www.beebedrawfarmsauthority.colorado.gov](http://www.beebedrawfarmsauthority.colorado.gov), as the twenty-four (24) hour posting location for all meeting notices. The Board hereby designates the Pelican Lake Ranch Community Info and Sales Center, 16502 Beebe Draw Farms Parkway, Platteville, Colorado as the posting location for meeting notices if the Authority is unable to post a notice online in exigent or emergency circumstances.

4. The meeting notice of all meetings of the Board that are held telephonically, electronically, or by other means, not including physical presence, shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

5. The designation set forth in Paragraph 3 is hereby deemed to be the Board's annual designation of the location where notices of meetings shall be posted twenty-four (24) hours in advance of said meetings and shall be effective until such time as the Board determine to designate a new posting location.

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

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

8. This Resolution shall take effect on January 1, 2025.

*(Signature Page Follows.)*

ADOPTED AND APPROVED THIS 13TH DAY OF NOVEMBER, 2024.

BEEBE DRAW FARMS AUTHORITY

By: \_\_\_\_\_  
Bill Caldwell, President



**RESOLUTION NO. 2024-11-03  
OF THE BOARD OF DIRECTORS OF  
BEEBE DRAW FARMS AUTHORITY**

A RESOLUTION ADOPTING AND APPROVING A SECOND AMENDMENT TO THE PUBLIC RECORDS POLICY REGARDING THE INSPECTION, RETENTION AND DISPOSAL OF PUBLIC RECORDS

WHEREAS, the Colorado Open Records Act ("Open Records Act"), as set forth in Section 24-72-200.1, *et seq.*, C.R.S., as amended, requires all public records of political subdivisions of the State to be open for inspection by any person at reasonable times except as otherwise provided in the Open Records Act; and

WHEREAS, on May 12, 2021, via resolution, the Board of Directors (the "Board") of Beebe Draw Farms Authority (the "Authority") adopted an Amended and Restated Public Records Policy Regarding the Inspection, Retention and Disposal of Public Records in compliance with the Open Records Act, as amended by that First Amendment to the Amended and Restated Public Records Policy dated November 8, 2023 (collectively, the "Public Records Policy"); and

WHEREAS, the Board desires to amend the Authority's Public Records Policy to adjust certain fees imposed for copies of public records..

NOW THEREFORE, THE BOARD OF DIRECTORS OF BEEBE DRAW FARMS AUTHORITY HEREBY ADOPTS THE FOLLOWING SECOND AMENDMENT TO THE PUBLIC RECORDS POLICY:

1. Fees for Copies of Public Records. The Authority hereby amends and restates Paragraph 4.b. and Paragraph 4.c. of the Public Records Policy in their entirety as follows:

4. Fees for Copies of Public Records. The custodian shall furnish copies, printouts or photographs of public records requested for a fee as follows:

b. If, in response to a specific request, the custodian performs a manipulation of data so as to generate a record in a form not used by the Authority, an administrative fee of \$41.37 per hour shall be charged to the person or entity making the request. Such fee shall be automatically adjusted at such time as the research and retrieval fee is adjusted as set forth in paragraph 4.c. below, without further approval by the Authority, and shall be adjusted to the same amount as the research and retrieval fee. An individual or entity making a subsequent request for the same or similar records shall be charged the same fee.

c. If the amount of time required by the custodian to research and retrieve the documents necessary to fulfill a specific request exceeds one hour, including the time required to identify and segregate records that must or may not be produced, the person or entity making the request shall be charged a research and retrieval fee of \$41.37 per hour. Such fee shall be automatically adjusted, without further approval by the

Authority, to the amount established by the State Director of Research of the Legislative Council from time to time. The Authority will not impose a charge for the first hour of time expended in connection with the research and retrieval of public records. This imposition of this fee shall be effective upon the publishing of this Public Records Policy in accordance with the Open Records Act.

5. Future Amendments to Public Records Policy. The Board may further amend the Public Records Policy from time to time as the Board deem necessary.

6. Effective Date. This Resolution shall take effect on the date and at the time of its adoption.

*(Signature Page Follows)*

APPROVED AND ADOPTED THIS 13TH DAY OF NOVEMBER, 2024.

BEEBE DRAW FARMS AUTHORITY

By: \_\_\_\_\_  
Bill Caldwell, President

*Signature Page to Second Amendment to Amended and Restated Public Records Policy*

MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS AUTHORITY (THE “AUTHORITY”)  
HELD  
SEPTEMBER 18, 2024

A special meeting of the Board of Directors of the Beebe Draw Farms Authority (referred to hereafter as the “Board”) was convened on September 18, 2024, at 6:00 p.m. This District Board meeting was held at 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; Icenogle Seaver Pogue, P.C. (“ISP”)

Bruce O’Donnell, Carol Satersmoen, Kim and John Coleman, Crystal Clark, Kelly Deitman, Melanie Briggs, Catrena Rosentreader 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 6:00 p.m. The Board reviewed the agenda for the meeting. Following discussion, upon motion duly made by President Caldwell, seconded by Director Mead 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:****August 14, 2024 Special Meeting Minutes, September 5, 2024 Special Meeting Minutes and September 6, 2024 Special Meeting Minutes:**

Ms. Johnson presented the August 14, 2024 Special Meeting Minutes, September 5, 2024 Special Meeting Minutes and September 6, 2024 Special Meeting Minutes to the Board. No action was taken.

**SECOND DISCUSSION:****July 10, 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 July 10, 2024 Special Meeting Minutes, as presented.

**CONSENT AGENDA****Payment of Claims in the amount of \$33,119.32:**

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**

None.

**FINANCIAL MATTERS****FIRST DISCUSSION****Payment of Claims:**

The Board reviewed the payment of claims. No action was taken.

**Budget Committee to Work with Staff to Prepare the 2025 Budget:**

The Board discussed establishing a budget committee to work with staff on the 2025 budget. President Caldwell and Director Mead will participate on the committee as well as Bruce O'Donnell and one other member from Beebe Draw Farms Metropolitan District No. 1. President Caldwell and Director Mead will create a sub-committee of residents to work with on the draft budget in advance of the committee meetings.

**SECOND DISCUSSION****June 30, 2024 Unaudited Financial Statements, Schedule of Cash Position and**

**Property Tax Statements:**

Following discussion, upon a motion duly made by Director Mead, seconded by Director Edgar and, upon vote, unanimously carried, the Board accepted the June 30, 2024 Unaudited Financial Statements, Schedule of Cash Position and Property Tax Statements.

**Draft 2023 Audit:**

Following discussion, upon a motion duly made by President Caldwell, seconded by Director Mead and, upon vote, unanimously carried, the Board approved the 2023 Audit, subject to receipt of a clean opinion from the auditor, authorized the execution of the management representation letter and directed staff to file the 2023 Audit by September 30, 2024.

**OPERATIONS & MAINTENANCE****FIRST DISCUSSION**

Ms. Clark provided an update on the pool resurfacing project, noting that no tile replacements were necessary.

**SECOND DISCUSSION**

None.

**CAPITAL AMENITIES****Fiber Optics Project:**

There were no new updates.

**FIRST DISCUSSION**

None.

**SECOND DISCUSSION****Proposal for Pathway Sign Installation in the amount of \$1,685.00:**

The Board reviewed the proposal from BiltRite Signs for the purchase and installation of signage along the new pathway on Beebe Draw Farms Parkway.

Following discussion, upon a motion duly made by Director Billinger, seconded by President Caldwell, with support from Directors Edgar and Mead, the Board approved the proposal for pathway sign installation in the amount of \$1,685.00.

## INFRASTRUCTURE MATTERS

### FIRST DISCUSSION

President Caldwell provided an update on design services from Drexell Barrell on Lots on South Fairbanks related to drainage, noting that design is 98% complete. President Caldwell will ask Drexel Barrell to finalize the design and send to the Authority for review and bidding.

### SECOND DISCUSSION

#### Termination of Wernsman Engineering Service Agreement:

Director Edgar reported that Wernsman Engineering resigned from this project. President Caldwell commented that he wants to be sure that the work performed by Wernsman Engineering will not be duplicated by Terra Forma. Director Edgar confirmed that work will not be duplicated.

Following discussion, upon a motion duly made by Director Edgar, seconded by Director Mead, with support from President Caldwell and Director Billinger, the Board acknowledged the resignation and therefore termination of the Wernsman Engineering Service Agreement.

#### Proposal from Terra Forma for Engineering Services Related to Infrastructure Matters:

Following discussion, upon a motion duly made by Director Edgar, seconded by Director Mead, with support from President Caldwell and Director Billinger, the Board approved the proposal from Terra Forma for engineering services related to Infrastructure Matters.

## LEGAL MATTERS

### FIRST DISCUSSION

None.

### SECOND DISCUSSION

#### 2024 General Legislation Memo:

The Board reviewed the 2024 General Legislation Memo and noted no action was necessary.

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:**

The Board reviewed website compliance. Director Billinger volunteered to review the proposal and work with staff to bring a recommendation to the Board on what items to remediate and keep on the website.

**SECOND DISCUSSION**

None.

OTHER MATTERS**Resident Communications to Authority Manager and Direction:**

Ms. Johnson and Attorney Pogue discussed with the Board resident communications received by the manager and attorney that are increasing costs to the Authority and ideas on how to mitigate this going forward. The Board discussed at length and directed staff to draft a policy for presentation at the October Board meeting.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by President Caldwell, seconded by Director Mead and, upon vote, unanimously carried, the Board adjourned the meeting at 7:38 p.m.

Respectfully submitted,

By \_\_\_\_\_

Secretary for the Meeting



October 31, 2024

William P. Caldwell  
*Board of Directors*  
Beebe Draw Farms Authority  
c/o CliftonLarsonAllen LLP  
8390 E Crescent Pkwy, Suite 300  
Greenwood Village, CO 80111

Dear William:

Wipfli LLP (“Wipfli”) is pleased to serve as the independent auditors for Beebe Draw Farms Authority (“Client”) for the year ended December 31, 2024. This letter, together with the attached “Wipfli LLP Professional Services Terms and Conditions,” confirms the terms of our engagement, and is collectively referred to herein as the “Letter” or the “Engagement Letter.”

### Fees

Our fees and expenses for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$6,600. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparedness for the engagement and your current operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We will also charge a technology and administration fee equal to six percent (6%) of our professional fees. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

### Audit Scope and Objectives

We will audit Client’s financial statements, as of and for the year ended December 31, 2024, and the disclosures (collectively, the “financial statements”), and if applicable, supplementary information.

The objectives of our audit are to obtain reasonable assurance about whether Client's financial statements taken as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

The Other Information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Client or to acts by management or employees acting on behalf of Client.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In the conduct of our audit, we will obtain an understanding of Client and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control.

Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about Client's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

#### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making available to us drafts of financial statements, all financial records, and related information, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Client involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that Client complies with applicable laws and regulations.

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Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP ("Wipfli"), its partners, employees, agents, and assigns from any claim, liability, cost, or expense relating to our services under this Engagement Letter attributable in any respect to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

### Reporting

We will issue a written report upon completion of our audit of Client's financial statements. Our report will be addressed to the Board of Directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

### Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, has been discussed with appropriate personnel. Timely completion of this work will facilitate the completion of our engagement.

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Page 5  
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**Engagement Administration**

Greg Livin will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

**Other Services**

We may prepare (or assist in preparing) Client financial statements in conformity with GAAP based on information provided by management, but the responsibility for the financial statements remains with management.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

**Conclusion and Approval to Proceed**

If the terms of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Wipfli LLP

ACCEPTED: BEEBE DRAW FARMS AUTHORITY

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

\_\_\_\_\_  
(Print Name and Title)

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

GL/dgc  
Enc.

## Professional Services Terms and Conditions

**1. Terms and Conditions and Related Engagement Documents**

These Wipfli LLP Professional Services Terms and Conditions ("Terms and Conditions") apply to and govern Wipfli LLP's provision of services to You. For the purposes of these Terms and Conditions, any reference to "Wipfli," "We," "Us," "Our," or similar is a reference to Wipfli LLP, and includes any subsidiaries or subcontractors of Wipfli LLP, and any reference to "Client," "You," "Your," or similar is a reference to the party or parties that have engaged Us to provide services, and the parties ultimately responsible for Our fees and expenses.

These Terms and Conditions may be appended to or incorporated into an engagement letter outlining the delivery of specific services by Us to You, and in that case such engagement letter and any appendices thereto and these Terms and Conditions form the entire agreement between You and Wipfli with respect to the services described therein, and supersede and merge all prior or contemporaneous agreements and understandings (oral or written) between or among the parties regarding the subject matter thereof, including prior proposals of Wipfli regarding the engagement or services, understandings, and agreements (oral or written) between the parties relating to the subject matter including, without limitation, the terms of any request for proposal issued by Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the engagement letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Terms and Condition and any engagement letter, its appendices any other exhibit, attachment, schedule, or other document referenced in or by the engagement letter, shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the engagement letter shall be given controlling effect. Notwithstanding the foregoing, whether or not covered by an engagement letter, services, support and advice provided by Wipfli shall be governed by these Terms and Conditions.

**2. Change Orders**

Unless an engagement letter specifies otherwise, services that fall outside the agreed-upon scope of Wipfli's engagement under any engagement letter shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the scope of work or services, schedule or the time for Wipfli's performance of the work or services under an engagement letter, or a change in the fees or the basis of the fees to be paid to Wipfli by Client, which is reduced to a writing that is executed or otherwise acknowledged by an authorized representative of each for Wipfli and Client. Services performed under a Change Order shall be subject to these Terms and Conditions.

**3. Commencement and Term**

Our engagement will commence when acceptance of these Terms and Conditions and any related engagement letter is delivered to Wipfli through execution thereof by a duly authorized representative of Client and shall continue until the services contemplated under the engagement letter are Complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided herein. Each person executing an engagement letter or Change Order on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same. For the purposes of this paragraph, "Complete" means the delivery by Wipfli of the report or other deliverables contemplated by the engagement letter, or where no deliverables are contemplated, three (3) months after the last date of services rendered by Wipfli with respect to the services at issue. Notwithstanding the foregoing, services, support and advice provided by Wipfli in respect of an engagement after the termination of such engagement shall be governed by these Terms and Conditions.

**4. Termination of Services**

Wipfli's services may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements and such default is not cured within thirty (30) days after notice from the other party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Wipfli has the right to terminate services with immediate effect if We determine applicable professional standards require Us to do so, if Client does not in a timely manner provide Us with information

reasonably requested by Us to perform the contemplated services, refuses to cooperate with Our reasonable requests for assistance in connection with the delivery of Our services, or misrepresents any material facts. Our withdrawal will release Us from any obligation to complete the services and will constitute termination of Our engagement. Termination of Our engagement shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination and Client agrees to compensate Us for Our time and out-of-pocket expenses through the effective date of termination.

**5. Fee Estimates and Expenses**

An engagement letter may set forth specific fee amounts, hourly rates, or certain ranges for Wipfli's fees in respect of the services contemplated by the engagement letter. Where Wipfli provides an estimate of fees, Client acknowledges that Wipfli provides fee estimates as an accommodation to Client. These estimates depend on various assumptions, including without limitation: (a) anticipated cooperation from Client personnel, (b) timely responses to Our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in an engagement letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Unless otherwise agreed in an engagement letter, a technology and administration fee of six percent (6%) of professional fees will be added to all invoices, along with any direct travel expenses incurred. The technology and administration fee is in lieu of other direct expenses and charges which might otherwise apply. Notwithstanding the foregoing, the cost of software and software licenses or subscriptions and similar miscellaneous tools provided or acquired specifically for Client or for Client's use in connection with the performance of services may be invoiced separately.

**6. Payment of Fees and Expenses**

All invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on the balance due to Wipfli that is outstanding over thirty (30) days. At Our discretion, services may be suspended if Client's account becomes overdue and services will not be resumed until Client's account is paid in full. Client acknowledges and agrees that We are not required to continue services in the event of a failure to pay on a timely basis for services rendered. Client further acknowledges and agrees that in the event Wipfli suspends or terminates services as a result of Client's failure to pay as agreed on a timely basis for services rendered, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages, and Client agrees to indemnify and hold Wipfli harmless against any such damages or claims.

**7. Engagement Staffing**

Wipfli expressly reserves the right to replace, in Our reasonable discretion, any of Our team members as necessary to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist Us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including Our wholly-owned subsidiary based in India and contractors in the Philippines).

We remain responsible to Client for the supervision of all independent contractors, service providers, entities, and personnel who assist Us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes Us to disclose Client information to the foregoing parties for the purpose of providing services to Client. Applicable rules in some states require that We advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services.

**8. Confidentiality, Information Security and Electronic Information Storage**

The performance of services by Wipfli may result in the parties having access to information that is confidential to one another, including,

## Professional Services Terms and Conditions

without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the receiving party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates without the use of disclosing party's Confidential Information, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Except as permitted hereunder and necessary for the performance of services hereunder, without the advance written consent of the other party or as required by law, regulation, legal process, or to comply with professional standards applicable to a party, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding the Confidential Information of the other as it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client Confidential Information in connection with the delivery of certain services and Client consents to their use. Wipfli will ensure that it maintains appropriate policies, procedures and safeguards to protect the confidentiality of Client Confidential Information. In addition, to the extent possible and practicable We will ensure that Our agreements with all third-party service providers contain appropriate provisions to protect Client Confidential Information. We may use electronic media to transmit Client Confidential Information and such use in itself will not constitute a breach of any security or confidentiality obligation. Client acknowledges that Wipfli has no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of electronic devices and applications in the delivery of Our services.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data"). Any Personal Data provided to Us by Client will be kept confidential and not disclosed to any third party not described above (parties providing Us assistance in rendering professional services) unless necessary to deliver services, expressly permitted by Client, or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information which will be obtained, used, and disclosed by Wipfli to render services, and Wipfli may rely on the representation that Client has obtained such consents.

9. Intellectual Property Rights, Client Records, Wipfli Workpapers, Use of Deliverables and Drafts

Wipfli acknowledges that all Client materials, data or other information provided to permit Wipfli to perform services ("Client IP") belongs to and shall remain the property of Client. Client acknowledges that proprietary information, documents, materials, management techniques and other intellectual property (collectively "Wipfli IP") are a material asset to Wipfli and source of services We perform for Client and others were developed prior to performing services for Client. Client acknowledges that Wipfli owns all right, title and interest in Wipfli IP including enhancements thereto produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client IP, all of which shall remain the property of Client. Upon completion of the services and full payment by Client of all related invoices, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client (including embedded Wipfli IP), provided that any use or modification of such deliverable, other than for the purposes stated in

the related engagement letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, products, services, marketing material, or advertising media and shall not in any way alter any of Wipfli's products. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

Client's original documents, data, books and records are the property of Client, and it is Client's responsibility to maintain all such materials. Wipfli has no responsibility to do so unless specifically undertaken by Wipfli in an engagement letter. Workpapers, documentation and files created by Us in the course of providing services are the property of Wipfli. We will retain workpapers, documentation, and files pursuant to Our record retention policy. In the event We are required to respond to a subpoena, court order, government regulatory inquiry, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) to the production of workpapers, documents, files and/or testimony relative to information We obtained and/or prepared during the course of rendering services, We will, to the extent permitted by law and applicable professional standards, notify You of the matter, but You agree We have no obligation to You in the event We determine We are obligated to provide documents or other information. You agree to compensate Us for all time We expend in connection with such response, at Our regular rates, and to reimburse Us for all related out-of-pocket costs, including reasonable attorney's fees, that We may incur. Any services under this paragraph will be deemed a separate engagement subject to these Terms and Conditions.

10. Third-Party Software, Technology Tools and Related Products and Limitations Thereon

Wipfli may use software, technology tools, or related products ("Third-Party Products") to deliver services to Client. Where Wipfli uses Third-Party Products or is engaged to provide services related to the selection, implementation or use of Third-Party Products, Wipfli will employ commercially reasonable efforts to research, learn, and assist Client in the selection, implementation and use of such Third-Party Products. However, Wipfli shall not be held liable for any issues, errors, or malfunctions related to or arising from the Third-Party Products not directly caused by Wipfli's fraud or willful misconduct. Client acknowledges that Wipfli does not have control over the functionality, performance or availability of Third-Party Products and cannot assure or make any representation that the Third-Party Products are free from defects, malware, viruses, trojan horses, and similar risks. Consequently, Wipfli disclaims any warranties or guarantees, express or implied, regarding the performance, reliability, or results obtained from the use of Third-Party Products and Client acknowledges that the use of such Third-Party Products is subject to the terms of any end user agreement associated with each of the Third-Party Products and accepts such terms.

11. Tax Services

Tax services are subject to and will be performed in accordance with Treasury Department Circular 230, the American Institute of Certified Public Accountants (AICPA) and other professional standards applicable to tax services. Our fees for services do not include time spent responding to IRS or state or local inquiries, and Client understands that We are not responsible for IRS or state or local disallowance of doubtful deductions or deductions unsupported by adequate documentation, nor for resulting taxes, penalties, and interest. Client's tax returns may be selected for review by the taxing authorities. Any proposed adjustments by an examining agent are subject to certain rights of appeal. In the event of such tax examination, We will be available upon request to represent Client and will charge additional fees for the time and expenses incurred. Any such services will constitute a separate and distinct engagement.

If Client is an individual with respect to whom IRC 7216 and the related regulations ("7216") are applicable, Wipfli will not utilize foreign persons or resources to provide tax services without first obtaining appropriate consent from Client, and any provision of these Terms and Conditions which would contravene the requirements of 7216 shall be inapplicable.

12. Allocation of Risk and Limitation of Liability

In no event will Wipfli or Client be liable to the other for claims of punitive, consequential, special, or indirect damages, whether or not a party was advised of the possibility of such damages, regardless of whether they were foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability or otherwise. Wipfli's liability for all claims,

## Professional Services Terms and Conditions

damages and costs of Client arising from Wipfli's services performed under an engagement letter, Change Order or otherwise shall be limited to the amount of fees paid by Client to Wipfli for the specific services which give rise to the claim for damages or, in the case of services provided in respect of an engagement which spans a period of more than twelve (12) months, the fees paid by Client to Wipfli in the twelve (12) months preceding the event giving rise to the claim. The limitation of liability in the preceding sentence shall not apply in the event of Wipfli's fraud or willful misconduct or where disallowed by applicable law, regulation or professional standards applicable to Our services. Because Wipfli will rely on Client and its management for the accuracy of the representations made to Wipfli to perform services, and except where indemnity is disallowed by applicable law, regulation or professional standards, Client holds harmless and releases Wipfli and its owners and employees from all claims, liabilities, losses and costs of any kind arising which arise from: (i) a knowing misrepresentation, withholding or concealment of information by Client or its management; or (ii) a wrongful act by Client or a member of Client's management or ownership group.

**13. Dispute Resolution: Choice of Law and Statute of Limitations**

If any dispute arises regarding the subject matter hereof or services provided by Wipfli to Client and such dispute cannot be resolved through informal negotiations and discussion, prior to resorting to litigation the parties will try in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes. Either party may request mediation and costs of any mediation proceeding shall be shared equally. IN THE EVENT OF LITIGATION, WIPFLI AND CLIENT HEREBY AGREE NOT TO ELECT OR REQUEST A TRIAL BY JURY OF ANY ISSUE TRIABLE BY RIGHT OF JURY AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH RESPECT TO THE SERVICES, THESE TERMS AND CONDITIONS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING THEREWITH.

The parties agree that any dispute arising out of Wipfli's services or these Terms and Conditions shall be governed by the laws of the state of Illinois, without regard to conflict of laws principles. Except for an action by Us to collect payment of Our invoices, Wipfli and Client agree that no claim arising out of services rendered by Wipfli shall be filed after the earlier of the expiration of the applicable statute of limitations, or: (i) in the case of any report or deliverable issued by Wipfli under the engagement letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of any related engagement letter), or (ii) in the case of any tax form or similar governmental filing, no later than three years after the extended due date of such tax form or filing.

**14. Regulatory Matters and Impact On Independence**

Where Wipfli is (a) providing services to an entity that is registered with the SEC or an affiliate of such registrant, or (b) providing services to an entity or affiliate that is subject to law, rules, regulations or standards more stringent than those which exist under the AICPA Code of Professional Conduct, any provision of these Terms and Conditions which would be prohibited by applicable law, rules, regulations or standards or impair Wipfli's independence relative to Client shall not apply to the extent necessary to avoid such prohibition or independence impairment, it being the intent of Wipfli and Client to ensure Wipfli and Client's compliance with applicable law, rules, regulations and standards in respect of Wipfli's engagement by Client and to ensure, where appropriate and necessary, Wipfli's independence from Client.

**15. Certain Sales (and Similar) Tax Responsibilities**

To the extent applicable, Client shall pay and be solely and exclusively liable for all sales, use, ad valorem, excise, or other taxes or governmental charges imposed on the installation, implementation, licensure, or sale of goods or services by Wipfli or third parties to Client.

**16. Severability**

The provisions of these Terms and Conditions shall be severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of these Terms and Conditions to either party.

**17. Independent Contractor Status and Non-Exclusivity**

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties. No right of exclusivity is granted,

guaranteed, or implied by Wipfli by entry into an engagement letter or the performance of services. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

**18. Insurance**

Wipfli will carry and maintain in force at all times during the term of its engagement with Client appropriate insurance coverages, including policies covering professional liability errors and omissions, cyber liability, general liability, automotive, and worker's compensation.

**19. Notices**

All notices required to be given to either party hereunder shall be in writing and sent by email or traceable carrier to each party's address (including an email address) indicated on any engagement letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice shall be provided to [wipfli-legal@wipfli.com](mailto:wipfli-legal@wipfli.com).

**20. Counterparts and Electronic Signatures**

Any document contemplated hereby may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same document. Each party hereto agrees that any electronic signature of a party to any document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature.

**21. Assignment**

These Terms and Conditions and related engagement letters and agreements shall be binding on the parties hereto and their respective successors and assigns. Neither party may make assignment thereof without prior written consent of the other party, except that Wipfli may assign its rights and obligations hereunder without approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations hereunder or under any applicable engagement letter.

**22. Force Majeure**

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) hereunder or under any engagement letter or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, events generally understood to be "Acts of God."

**23. Certain Disclosures**

Wipfli's services do not constitute legal or investment advice. We are not in a fiduciary relationship with You.

Wipfli does not provide investment advisory services. Wipfli owns a membership interest in Creative Planning Holdco, LLC which in turn owns Creative Planning, LLC, an SEC registered investment adviser ("Creative"). Certain Wipfli employees also dually serve as a Creative investment adviser representative ("IAR"). If Client requires investment advisory services, Wipfli will introduce Client to a Wipfli employee who dually serves as an IAR. If Client subsequently engages Creative, Creative will in most cases share a portion of its ongoing investment advisory fee with the IAR. The IAR is required to remit such amounts to Wipfli as the IAR's employer. Wipfli's receipt of a portion of the Creative advisory fee will not result in Client's payment of a higher Creative investment advisory fee than if Client had engaged Creative independent of Wipfli and the IAR. The IAR will provide Client with written disclosure of the relationship and economic arrangement by and among Wipfli, the IAR and Creative. All investment advisory services are provided exclusively by Creative per the terms and conditions of a separate written agreement between Client and Creative. Wipfli does not provide investment advisory services but Wipfli's receipt of compensation as described does present the potential of a conflict of interest. The IAR's role is limited to the introduction of Creative. Creative's written disclosure brochure and Form CRS discussing its advisory services and fees is available



Professional Services Terms and Conditions

at [www.creativeplanning.com](http://www.creativeplanning.com). **No Client is under any obligation to engage Creative or to continue engaging with Creative after having decided to engage Creative.**

**BEEBE DRAW FARMS AUTHORITY**  
**ANNUAL BUDGET**  
**FOR YEAR ENDING DECEMBER 31, 2025**

**BEEBE DRAW FARMS AUTHORITY  
SUMMARY  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 5,448,207	\$ 5,142,791	\$ 5,513,529	\$ 5,513,529	\$ 5,462,410
REVENUES					
Interest Income	249,620	176,757	128,580	176,693	174,555
Transfer from District 2	-	-	-	-	3,700,000
Pool Fees	14,030	15,400	1,425	16,950	18,410
Developer Rent	1,819	1,800	-	3,733	1,800
Other Revenue	10,287	520	1,130	1,130	625
Intergovernmental Revenue - District 1	254,034	345,213	327,699	310,269	290,841
Intergovernmental Revenue - District 2	378,777	370,048	363,390	319,892	238,135
Intergovernmental Revenue - District 2 (2051)	14,198	20,852	21,009	21,009	21,432
Intergovernmental Revenue - District 2 (2055)	16,436	25,131	24,422	24,422	28,944
Total revenues	<u>939,201</u>	<u>955,721</u>	<u>867,655</u>	<u>874,098</u>	<u>4,474,742</u>
TRANSFERS IN	<u>-</u>	<u>30,000</u>	<u>-</u>	<u>30,000</u>	<u>-</u>
Total funds available	<u>6,387,408</u>	<u>6,128,512</u>	<u>6,381,184</u>	<u>6,417,627</u>	<u>9,937,152</u>
EXPENDITURES					
General Fund	466,951	611,500	308,473	640,290	804,000
Capital Infrastructure Fund	231,087	4,173,500	4,182	13,241	8,072,616
Amenities Fund	175,841	400,000	271,686	271,686	414,200
Total expenditures	<u>873,879</u>	<u>5,185,000</u>	<u>584,341</u>	<u>925,216</u>	<u>9,290,816</u>
TRANSFERS OUT	<u>-</u>	<u>30,000</u>	<u>-</u>	<u>30,000</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>873,879</u>	<u>5,215,000</u>	<u>584,341</u>	<u>955,216</u>	<u>9,290,816</u>
ENDING FUND BALANCES	<u>\$ 5,513,529</u>	<u>\$ 913,512</u>	<u>\$ 5,796,843</u>	<u>\$ 5,462,410</u>	<u>\$ 646,336</u>
EMERGENCY RESERVE	\$ 14,500	\$ 6,672	\$ 15,600	\$ 16,800	\$ 17,000
O&M RESERVE FUND	63,206	60,222	60,222	-	-
CAPITAL REPAIR & REPLACEMENT RESERVE	157,861	172,801	172,801	168,764	\$ 7,366
DISCRETIONARY FUNDS D 1	178,959	203,536	203,536	201,409	\$ 230,035
AVAILABLE FOR OPERATIONS	13,646	(36,533)	186,656	(12,265)	(119,327)
TOTAL RESERVE	<u>\$ 428,172</u>	<u>\$ 406,698</u>	<u>\$ 638,815</u>	<u>\$ 374,708</u>	<u>\$ 135,074</u>

No assurance provided. See summary of significant assumptions

**BEEBE DRAW FARMS AUTHORITY  
GENERAL FUND  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 412,826	\$ 435,465	\$ 428,171	\$ 428,172	\$ 374,708
REVENUES					
Interest Income	11,803	16,693	7,928	16,693	14,555
Pool Fees	14,030	15,400	1,425	16,950	18,410
Developer Rent	1,819	1,800	-	3,733	1,800
Other Revenue	10,287	520	1,130	1,130	625
Intergovernmental Revenue - District 1	214,578	266,958	259,318	266,958	290,841
Intergovernmental Revenue - District 2	229,780	251,362	249,316	251,362	238,135
Total revenues	482,297	552,733	519,117	556,826	564,366
TRANSFERS IN					
Transfers from other funds	-	30,000	-	30,000	-
Total funds available	895,123	1,018,198	947,288	1,014,998	939,074
EXPENDITURES					
General and administrative					
Accounting	74,537	60,000	47,832	75,000	73,500
Auditing	6,061	6,600	-	6,600	16,930
Community admin assistant	-	-	-	-	9,500
Directors' fees	2,584	3,300	3,200	5,100	5,600
Dues and Membership	1,710	1,200	623	1,200	1,200
HR Services	3,564	1,600	1,700	1,700	2,000
Insurance	32,951	34,500	34,861	34,861	41,833
District management	66,748	50,000	52,419	94,283	71,400
Administrative - CORA Requests	-	-	-	-	9,000
Administrative - Out-of-Scope	-	-	-	-	5,000
Legal	30,032	40,000	25,436	60,000	60,000
Legal - oil & gas	-	5,000	-	-	-
Engineering	-	-	-	-	8,000
Miscellaneous	257	1,663	-	-	803
Training	-	4,000	-	3,000	4,000
Payroll Fees	2,953	3,500	-	-	3,500
Payroll taxes	4,505	4,500	2,497	5,000	5,000
Property Management wages	42,736	48,000	24,218	50,000	52,500
Fiber Optics - Legal	9,667	-	-	-	-
Fiber Optics - Admin	13,317	-	-	-	-
Website	-	-	-	-	10,000
Operations and maintenance					
Physical Facilities	57,255	59,000	16,041	62,175	66,500
Aquatic Facilities	30,219	39,337	12,072	27,380	41,259
Parks and Open Space	13,966	16,350	10,060	20,100	21,700
Roads, Trails, and Ditches	20,950	40,500	40,000	40,500	35,500
O&M - Other Expenses	22,101	11,800	8,460	13,038	19,500
Capital R&R Contingency	25,000	26,175	-	26,175	26,175
Capital Replacement	5,838	154,475	29,054	114,178	213,600
Total expenditures	466,951	611,500	308,473	640,290	804,000
Total expenditures and transfers out requiring appropriation	466,951	611,500	308,473	640,290	804,000
ENDING FUND BALANCES	\$ 428,172	\$ 406,698	\$ 638,815	\$ 374,708	\$ 135,074
EMERGENCY RESERVE	\$ 14,500	\$ 6,672	\$ 15,600	\$ 16,800	\$ 17,000
O&M RESERVE FUND	63,206	60,222	60,222	-	-
CAPITAL REPAIR & REPLACEMENT RESERVE	157,861	172,801	172,801	168,764	7,366
DISCRETIONARY FUNDS D 1	178,959	203,536	203,536	201,409	230,035
AVAILABLE FOR OPERATIONS	13,646	(36,533)	186,656	(12,265)	(119,327)
TOTAL RESERVE	\$ 428,172	\$ 406,698	\$ 638,815	\$ 374,708	\$ 135,074
<b>Capital Replacement Detail - 2025 Budget</b>					
Street light - Annual Repairs Estimate - 2 lights				\$	14,000
Retaining wall at playground					9,600
BBDF Parkway - Future Road Improvements					190,000
<b>Total 2025 Capital Replacement</b>				\$	<b>213,600</b>

No assurance provided. See summary of significant assumptions

**BEEBE DRAW FARMS AUTHORITY  
GENERAL FUND  
SCHEDULE OF EXPENDITURE DETAILS  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

11/8/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
<b>EXPENDITURES</b>					
<b>Physical Facilities</b>					
Sport Court	\$ 96	\$ 3,000	\$ -	\$ 3,000	\$ 1,500
Nature Preserve	-	4,500	-	4,500	3,500
Ground Lease	3,100	-	3,175	3,175	3,500
Equestrian Facility	1,389	4,000	-	4,000	2,000
Utilities	42,283	40,000	11,755	40,000	44,000
Community Center/ Gatehouse	5,016	5,000	222	5,000	5,000
Maintenance Facility maintenance	5,371	2,500	889	2,500	2,500
Total Physical Facilities	<u>\$ 57,255</u>	<u>\$ 59,000</u>	<u>\$ 16,041</u>	<u>\$ 62,175</u>	<u>\$ 62,000</u>
<b>Aquatic Facilities</b>					
Lake Christina maintenance and habitat	\$ 13,481	\$ 11,457	\$ -	\$ 1,500	\$ 11,457
Lake Christina / Fish Stocking	2,780	3,500	1,500	1,500	1,500
Pool Supplies, Chemicals & Maintenance	2,398	10,680	5,907	10,680	14,559
Community Pool wages	11,560	13,700	4,664	13,700	13,700
Total Aquatic Facilities	<u>\$ 30,219</u>	<u>\$ 39,337</u>	<u>\$ 12,071</u>	<u>\$ 27,380</u>	<u>\$ 41,216</u>
<b>Parks and Open Space</b>					
Tree Maintenance	\$ 5,940	\$ 3,850	\$ 2,100	\$ 4,200	\$ 6,000
Play Ground	138	2,500	-	2,500	1,500
Signage	3,160	500	-	500	500
Landscaping	4,668	4,500	7,900	7,900	10,200
Pest control	60	5,000	60	5,000	3,500
Total Parks and Open Space	<u>\$ 13,966</u>	<u>\$ 16,350</u>	<u>\$ 10,060</u>	<u>\$ 20,100</u>	<u>\$ 21,700</u>
<b>Roads, Trails, and Ditches</b>					
Road maintenance - Paved	\$ 20,950	\$ 40,000	\$ 40,000	\$ 40,000	\$ 35,000
Road Maintenance - Dirt	-	500	-	500	500
Total Roads, Trails, and Ditches	<u>\$ 20,950</u>	<u>\$ 40,500</u>	<u>\$ 40,000</u>	<u>\$ 40,500</u>	<u>\$ 35,500</u>
<b>O&amp;M - Other Expenses</b>					
Vehicles & Equipment	\$ 19,393	\$ 10,000	\$ 5,987	\$ 10,000	\$ 7,000
Repairs & Maintenance - other	1,556	1,000	1,711	2,000	9,500
ADD Equipment Replacement - Emissions Mandate	-	-	-	-	4,500
Locates	1,152	800	762	1,038	1,000
Total O&M - Other Expenses	<u>\$ 22,101</u>	<u>\$ 11,800</u>	<u>\$ 8,460</u>	<u>\$ 13,038</u>	<u>\$ 22,000</u>
<b>Capital R&amp;R Contingency</b>					
Capital R&R Contingency	\$ 25,000	\$ 26,175	\$ -	\$ 26,175	\$ 26,175
Total Capital R&R Contingency	<u>\$ 25,000</u>	<u>\$ 26,175</u>	<u>\$ -</u>	<u>\$ 26,175</u>	<u>\$ 26,175</u>
<b>Capital Replacement</b>					
Capital Replacement & Reserve	\$ 5,838	\$ 154,475	\$ 29,054	\$ 114,178	\$ 213,600
Total Capital Replacement	<u>\$ 5,838</u>	<u>\$ 154,475</u>	<u>\$ 29,054</u>	<u>\$ 114,178</u>	<u>\$ 213,600</u>

No assurance provided. See summary of significant assumptions

**BEEBE DRAW FARMS AUTHORITY  
AMENITIES FUND  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 1,122,745	\$ 784,065	\$ 1,063,356	\$ 1,063,354	\$ 875,387
REVENUES					
Interest Income	51,822	40,000	23,753	40,000	40,000
Intergovernmental Revenue - District 1	28,702	55,816	48,621	23,551	-
Intergovernmental Revenue - District 2	29,799	23,847	22,815	17,082	-
Intergovernmental Revenue - District 2 (2051)	2,840	4,120	4,202	4,202	4,286
Intergovernmental Revenue - District 2 (2055)	3,287	4,966	4,884	4,884	5,789
Total revenues	<u>116,450</u>	<u>128,749</u>	<u>104,275</u>	<u>89,719</u>	<u>50,075</u>
Total funds available	<u>1,239,195</u>	<u>912,814</u>	<u>1,167,631</u>	<u>1,153,073</u>	<u>925,462</u>
EXPENDITURES					
General and administrative					
District management	1,740	-	132	132	-
Fiber Optics project	-	200,000	-	-	200,000
Fiber Optics project Admin - legal	62,881	-	-	-	-
Fiber Optics project Admin	5,106	-	-	-	-
Trail along Beebe Draw Pkwy	106,114	-	271,554	271,554	5,000
Playground	-	-	-	-	6,000
Cameras	-	-	-	-	3,200
Contingency	-	200,000	-	-	200,000
Total expenditures	<u>175,841</u>	<u>400,000</u>	<u>271,686</u>	<u>271,686</u>	<u>414,200</u>
TRANSFERS OUT					
Transfers to other fund	<u>-</u>	<u>6,000</u>	<u>-</u>	<u>6,000</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>175,841</u>	<u>406,000</u>	<u>271,686</u>	<u>277,686</u>	<u>414,200</u>
ENDING FUND BALANCES	<u>\$ 1,063,354</u>	<u>\$ 506,814</u>	<u>\$ 895,945</u>	<u>\$ 875,387</u>	<u>\$ 511,262</u>

**BEEBE DRAW FARMS AUTHORITY  
INFRASTRUCTURE FUND  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 3,912,636	\$ 3,923,261	\$ 4,022,002	\$ 4,022,003	\$ 4,212,315
REVENUES					
Interest Income	185,995	120,064	96,899	120,000	120,000
Transfer from District 2	-	-	-	-	3,700,000
Intergovernmental Revenue - District 1	10,754	22,439	19,760	19,760	-
Intergovernmental Revenue - District 2	119,198	94,839	91,259	51,448	-
Intergovernmental Revenue - District 2 (2051)	11,358	16,732	16,807	16,807	17,146
Intergovernmental Revenue - District 2 (2055)	13,149	20,165	19,538	19,538	23,155
Total revenues	<u>340,454</u>	<u>274,239</u>	<u>244,263</u>	<u>227,553</u>	<u>3,860,301</u>
Total funds available	<u>4,253,090</u>	<u>4,197,500</u>	<u>4,266,265</u>	<u>4,249,556</u>	<u>8,072,616</u>
EXPENDITURES					
General and Administrative					
Accounting	550	-	-	-	12,000
District management	1,740	1,000	264	1,000	12,000
Legal	2,900	1,000	-	1,000	24,000
Miscellaneous	-	75,000	-	-	-
Contingency	-	396,500	-	-	904,616
Infrastructure	189,433	3,500,000	1,594	1,593	7,000,000
Engineering	36,464	200,000	2,324	9,648	120,000
Total expenditures	<u>231,087</u>	<u>4,173,500</u>	<u>4,182</u>	<u>13,241</u>	<u>8,072,616</u>
TRANSFERS OUT					
Transfers to other fund	<u>-</u>	<u>24,000</u>	<u>-</u>	<u>24,000</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>231,087</u>	<u>4,197,500</u>	<u>4,182</u>	<u>37,241</u>	<u>8,072,616</u>
ENDING FUND BALANCES	<u>\$ 4,022,003</u>	<u>\$ -</u>	<u>\$ 4,262,083</u>	<u>\$ 4,212,315</u>	<u>-</u>

**BEEBE DRAW FARMS AUTHORITY  
2025 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The Authority, a quasi-municipal corporation and a political subdivision of the State of Colorado, was formed pursuant to C.R.S 29-1-203, and the Beebe Draw Farms Authority Establishment Agreement (AEA) dated April 12, 2011 and amended on December 11, 2012, entered into by and between District No. 1 and District No. 2.

The District was established to provide financing for the design, acquisition, installation, construction and completion of public improvements and services, including water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation and mosquito control improvements and services.

Effective April 12, 2011, that certain Authority Establishment Agreement (AEA), as amended December 11, 2012, was entered into by and between District No. 1 and District No. 2, whereby the Authority was created. The Districts, through the Authority, will provide for financing the operations and maintenance of the existing public improvements as well as providing for financing, constructing, operating and maintaining additional public improvements.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

**REVENUES**

**Intergovernmental Revenue**

Under the Authority Establishment Agreement, each District shall transfer certain revenues received by it to fund the cost of administrative services and to fund obligations of the Authority

A significant portion of the projected intergovernmental revenue for the Authority relates to funds anticipated to be received from Beebe Farms Metropolitan District No. 1 and Beebe Farms Metropolitan District No. 2 related to joint cooperative street improvement projects. Additional intergovernmental revenue sources are detailed in the Budget.

In no case shall the mill levy imposed by the Districts for debt service and operations and maintenance exceed their respective mill levy caps.

Pursuant to the AEA, District No. 1 agreed to impose the "Required Mill Levy" (as defined in the AEA) until 2018 and to transfer such revenues to the Authority for deposit into either the Infrastructure Account or the Amenities Account (as defined in the AEA). For tax collection years 2011 through 2018, inclusive, District No.1 shall transfer 80% of all



**BEEBE DRAW FARMS AUTHORITY  
2025 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**REVENUES (continued)**

**Intergovernmental Revenue (continued)**

revenues from the District No.1 Required Mill Levy and the Specific Ownership Tax revenues into the Infrastructure Account and 20% of such revenues into the Amenity Account. Beginning in 2019, District No. 1 is no longer obligated to transfer Specific Ownership Tax revenues to the Infrastructure Account or the Amenity Account. For tax collection year 2011 and thereafter, the Districts agreed to transfer all revenues from the O&M Mill Levy” (as defined in the AEA) (the O&M Mill Levy”)less the Districts’ administrative costs to the Authority for deposit into the Authority’s O&M account. For tax

For tax collection year 2011 and each year thereafter, District No. 2 transfers 100% of all revenues from the Development Fees (if any) (as defined in the AEA) into the Infrastructure Account and 80% of all revenues from the District No. 2 Required Mill Levy and Specific Ownership Tax Revenues into the Authority Infrastructure Account. Also for tax collection year 2011 and each year thereafter, District No. 2 transfers 20% of all revenues from the District No. 2 Required Mill Levy and Specific Ownership Tax Revenues into the Authority Amenity Account. Upon consent of both District No. 1 and District No. 2, the 80%/20% split described above may be adjusted upward or downward in any given year.

**Net Investment Income**

Interest earned on the Authority’s available funds has been estimated based historical interest rates.

**Tap Fees**

As part of Service Agreements entered into by the Developers, the Authority will be entitled to receive certain water tap fees within the Beebe Draw Farms Authority boundaries. In 2025, the Authority expects to have 0 tap hookups generating approximately \$0 of revenue.

**Pool Fees**

As part of Service Agreements entered into by the Developers, the Authority will be entitled to receive certain pool use fees.

**BEEBE DRAW FARMS AUTHORITY  
2025 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**EXPENDITURES**

**Administrative and Operating Expenditures**

Operating and administrative expenditures include the estimated services necessary to maintain the Authority's administrative viability such as legal, management, accounting, insurance and meeting expense. Estimated expenditures related to street repairs and maintenance, street lights, street sweeping, landscaping, mowing, parks and open space maintenance, utilities and snow removal were also included the General Fund budget.

**Physical Facilities Expenditures**

Physical facilities expenditures include the estimated maintenance and repairs expenditures for the Authority's facility buildings and amenities, and salaries of physical facilities maintenance personnel.

**Aquatic Facilities Expenditures**

Aquatic facilities expenditures include the estimated services necessary to maintain the Authority's lake and pool and salaries of the pool personnel.

**Parks and Open Space Expenditures**

Physical facilities expenditures include the estimated services necessary to maintain the Authority's grounds including landscaping, and tree maintenance, playground repairs and maintenance, signage and pest control.

**Roads, Trails and Ditches Expenditures**

Roads, trails and ditches expenditures include the estimated services necessary to maintain the Authority's paved and dirt roads, trails and ditches.

**O&M Other Expenditures**

O&M other expenditures include the estimated services necessary to maintain the Authority's vehicles and equipment, miscellaneous repairs and maintenance and locates.

**Amenities Expenditures**

The Authority provides the parks and recreational services for community residents. Additionally, the budget reflects costs related to the improvement of the multi-purpose path and the installation of Fiber Optics.

In 2023, the AEA was amended, and an election question was presented to include Broadband services. 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

**BEEBE DRAW FARMS AUTHORITY  
2025 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**EXPENDITURES (continued)**

**Amenities Expenditures (Continued)**

Services,” including any new and improved high bandwidth services (the “Broadband Extension Services”) Electors in both Districts approved a further amendment to the Establishment Agreement to authorize the Authority to provide Broadband Extension Services.

**Capital Infrastructure Expenditures**

The Authority anticipates infrastructure improvements as noted in the Infrastructure fund.

**Debt and Leases**

The District has no outstanding debt, nor any operating or capital leases.

**Reserves**

**Capital Repair and Replacement Reserves**

This was established on April 12, 2011 for the purpose of paying for anticipated and unanticipated capital repairs and replacement costs related to the community.

**Capital Improvements Reserve**

The Capital Improvements Reserve consists of excess development fees for use in subsequent year capital improvement projects. The Capital Improvements Reserve is included as part of the Authority’s General Fund beginning and ending fund balances.

**O&M Reserve**

The Authority has also provided a reserve for contingencies and contractual obligations as defined in the Establishment Agreement. The O&M general reserve is included as part of the Authority’s General Fund balance.

**Discretionary Fund Reserve**

The Authority will set aside \$20,000 each year beginning in 2011 and be subject to a CPI adjustment each year. District No. 1 Members have the authority to spend and administer amounts on deposit at their discretion.

**Emergency Reserve**

The Authority has provided for an emergency reserve fund equal to at least 3% of fiscal year spending as defined under TABOR.

**This information is an integral part of the accompanying budget.**

STATE OF COLORADO  
COUNTY OF WELD  
BEEBE DRAW FARMS AUTHORITY  
2025 BUDGET RESOLUTION

The Board of Directors of the Beebe Draw Farms Authority, Weld County, Colorado held a special meeting on November 13, 2024 at 7:00 P.M. at Pelican Lake Ranch Community Info and Sales Center, 16494 Beebe Draw Farms Parkway, Platteville, Colorado 80641 and Via MS Teams.

The following members of the Board of Directors were present:

Bill Caldwell	President
Diane Mead	Vice President
Cindy Billinger	Treasurer
Scott Edgar	Secretary

Also present were: Lisa Johnson, Terri Boroviak, and Shauna D'Amato; CliftonLarsonAllen LLP; Alan D. Pogue, Icenogle Seaver Pogue, P.C.; MaryAnne McGeady, Esq.

Ms. Johnson reported that proper notice was made to allow the Board of Directors of the Beebe Draw Farms Authority to conduct a public hearing on the 2025 budget and, prior to the meeting, each of the directors had been notified of the date, time and place of this meeting and the purpose for which it was called. It was further reported that this meeting is a regular meeting of the Board of Directors of the Authority and that a notice of special meeting was posted on a public website of the Authority no less than twenty-four hours prior to the holding of the meeting, and to the best of their knowledge, remains posted to the date of this meeting.

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

RESOLUTION

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET, APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE BEEBE DRAW FARMS AUTHORITY, WELD COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2025 AND ENDING ON THE LAST DAY OF DECEMBER 2025.

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

WHEREAS, the proposed budget was submitted to the Board for its review and consideration on or before October 15, 2024; and

WHEREAS, the proposed budget is more than fifty thousand dollars (\$50,000.00), due and proper notice was published on October 30, 2024 in the *Greeley Tribune*, indicating (i) the date and time of the hearing at which the adoption of the proposed budget will be considered; (ii) that the proposed budget is available for inspection by the public at a designated place; (iii) that any interested elector of the Authority may file any objections to the proposed budget at any time prior to the final adoption of the budget by the Authority; and (iv) if applicable, the amount of the Authority’s increased property tax revenues resulting from a request to the Division of Local Government pursuant to Section 29-1-302(1), C.R.S.; and an original publisher’s Affidavit of Publication is attached hereto as Exhibit A and incorporated herein by this reference; and

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

WHEREAS, a public hearing was held on Wednesday, November 13, 2024 and interested electors were given the opportunity to file or register any objections to said proposed budget and any such objections were considered by the Board; and

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

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law; and

WHEREAS, pursuant to Section 29-1-113(1), C.R.S., the Board shall cause a certified copy of the budget, including the budget message and any resolutions adopting the budget,

appropriating moneys, to be filed with the Division of Local Government within thirty (30) days following the beginning of the fiscal year of the budget adopted; and

WHEREAS, pursuant to Section 32-1-1201, C.R.S., the Board shall determine in each year the amount of money necessary to be raised by taxation, taking into consideration those items required by law, and shall certify the rate so fixed to the board of county commissioners of each county within the Authority or having a portion of its territory within the Authority.

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

Section 1. Summary of 2025 Revenues and 2025 Expenditures. That the estimated revenues and expenditures for each fund for fiscal year 2025, as more specifically set forth in the budget attached hereto as Exhibit B and incorporated herein by this reference, are accepted and approved.

Section 2. Adoption of Budget. That the budget as submitted, and if amended, then as amended, and attached hereto as Exhibit B and is approved and adopted as the budget of the Authority for fiscal year 2025. In the event the final assessed valuation provided by the Weld County Assessor's Office differs from the assessed valuation used in the proposed budget, the Authority's accountant is hereby directed to modify and/or adjust the budget as needed to reflect the final assessed valuation without the need for additional Board authorization.

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

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

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

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

RESOLUTION APPROVED AND ADOPTED THIS 13TH DAY OF NOVEMBER, 2024.

BEEBE DRAW FARMS AUTHORITY

By: Bill Caldwell  
Its: President

STATE OF COLORADO  
COUNTY OF WELD  
BEEBE DRAW FARMS AUTHORITY

I, Scott Edgar, hereby certify that I am a director and the duly elected and qualified Secretary of the Beebe Draw Farms Authority, and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of the Authority, adopted at a special meeting of the Board of Directors of the Beebe Draw Farms Authority held on November 13, 2024, at the Pelican Lake Ranch Community Info and Sales Center, 16494 Beebe Draw Farms Parkway, Platteville, Colorado and Via MS Teams as recorded in the official record of the proceedings of the Authority, insofar as said proceedings relate to the budget hearing for fiscal year 2025; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the Authority this 13th day of November, 2024.

---

Scott Edgar, Secretary

[SEAL]



**EXHIBIT A**

Affidavit  
Notice as to Proposed 2025 Budget

**EXHIBIT B**

Budget Document  
Budget Message

**BEEBE DRAW FARMS METRO DISTRICT NO. 1**  
**ANNUAL BUDGET**  
**FOR YEAR ENDING DECEMBER 31, 2025**

**BEEBE DRAW METRO DISTRICT NO. 1  
SUMMARY  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

11/8/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 13,819	\$ 17,740	\$ 11,535	\$ 11,536	\$ 21,948
REVENUES					
Property taxes	311,536	408,339	399,953	408,339	371,025
Specific ownership taxes	13,366	16,334	7,036	16,334	14,841
Conservation Trust Fund proceeds	2,264	2,000	-	2,000	2,500
Interest Income	15,758	1,950	6,822	11,365	3,340
Other Revenue	-	-	11,710	11,710	-
Total revenues	<u>342,924</u>	<u>428,623</u>	<u>425,521</u>	<u>449,748</u>	<u>391,706</u>
Total funds available	<u>356,743</u>	<u>446,363</u>	<u>437,056</u>	<u>461,284</u>	<u>413,654</u>
EXPENDITURES					
General Fund	345,207	409,238	393,472	439,336	389,856
Total expenditures	<u>345,207</u>	<u>409,238</u>	<u>393,472</u>	<u>439,336</u>	<u>389,856</u>
Total expenditures and transfers out requiring appropriation	<u>345,207</u>	<u>409,238</u>	<u>393,472</u>	<u>439,336</u>	<u>389,856</u>
ENDING FUND BALANCES	\$ 11,536	\$ 37,125	\$ 43,584	\$ 21,948	\$ 23,798
EMERGENCY RESERVE	\$ 2,600	\$ 2,500	\$ 3,000	\$ 4,100	\$ 3,000
AVAILABLE FOR OPERATIONS	(6,462)	17,235	24,779	-	-
SPECIAL REVENUE RESERVE 1	15,398	15,398	15,398	17,848	20,798
TOTAL RESERVE	<u>\$ 11,536</u>	<u>\$ 35,133</u>	<u>\$ 43,177</u>	<u>\$ 21,948</u>	<u>\$ 23,798</u>

**BEEBE DRAW METRO DISTRICT NO. 1  
PROPERTY TAX SUMMARY INFORMATION  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

11/8/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
<b>ASSESSED VALUATION</b>					
Residential	\$ 5,660,570	\$ 7,603,770	\$ 7,603,770	\$ 7,603,770	\$ 7,851,530
Commercial	220	-	-	-	47,430
Industrial	-	-	-	-	-
Agricultural	800	1,820	1,820	1,820	-
State assessed	9,580	1,930	1,930	1,930	1,920
Vacant land	513,910	750,900	750,900	750,900	750,900
Personal property	442,150	343,980	343,980	343,980	202,050
Oil & Gas	1,229,950	1,506,070	1,506,070	1,506,070	421,790
	<u>7,857,180</u>	<u>10,208,470</u>	<u>10,208,470</u>	<u>10,208,470</u>	<u>9,275,620</u>
Certified Assessed Value	<u>\$ 7,857,180</u>	<u>\$ 10,208,470</u>	<u>\$ 10,208,470</u>	<u>\$ 10,208,470</u>	<u>\$ 9,275,620</u>
<b>MILL LEVY</b>					
General	40.000	40.000	40.000	40.000	40.000
Total mill levy	<u>40.000</u>	<u>40.000</u>	<u>40.000</u>	<u>40.000</u>	<u>40.000</u>
<b>PROPERTY TAXES</b>					
General	\$ 314,287	\$ 408,339	\$ 408,339	\$ 408,339	\$ 371,025
Levied property taxes	314,287	408,339	408,339	408,339	371,025
Refunds and abatements	(2,751)	-	(8,386)	-	-
Budgeted property taxes	<u>\$ 311,536</u>	<u>\$ 408,339</u>	<u>\$ 399,953</u>	<u>\$ 408,339</u>	<u>\$ 371,025</u>
<b>BUDGETED PROPERTY TAXES</b>					
General	<u>\$ 311,536</u>	<u>\$ 408,339</u>	<u>\$ 399,953</u>	<u>\$ 408,339</u>	<u>\$ 371,025</u>
	<u>\$ 311,536</u>	<u>\$ 408,339</u>	<u>\$ 399,953</u>	<u>\$ 408,339</u>	<u>\$ 371,025</u>

No assurance provided. See summary of significant assumptions

**BEEBE DRAW METRO DISTRICT NO. 1  
GENERAL FUND  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

11/8/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 1,357	\$ 2,800	\$ (3,863)	\$ (3,862)	\$ 4,100
REVENUES					
Property taxes	311,536	408,339	399,953	408,339	371,025
Specific ownership taxes	13,366	16,334	7,036	16,334	14,841
Interest Income	15,086	1,500	6,415	10,915	2,890
Other Revenue	-	-	11,710	11,710	-
Total revenues	339,988	426,173	425,114	447,298	388,756
Total funds available	341,345	428,973	421,251	443,436	392,856
EXPENDITURES					
General and administrative					
Accounting	20,641	17,000	14,693	27,354	25,000
County Treasurer's Fee	4,675	6,125	6,174	6,189	5,565
Directors' fees	2,300	1,000	1,200	2,200	1,200
Dues and Membership	-	-	313	313	350
Insurance	3,831	5,000	3,840	5,000	5,000
District management	11,123	16,000	12,409	28,595	25,000
Legal	10,439	15,000	27,052	57,324	25,000
Miscellaneous	-	1,500	-	-	1,500
Payroll taxes	262	400	92	92	400
Election	33,626	-	-	-	10,000
Contingency	-	2,000	-	2,000	-
Transfer to Authority - General Fund O&M	214,578	266,958	259,318	266,958	290,841
Transfer to Authority - Amenities Fund (2019 D2 - Included lots)	2,689	5,610	4,940	4,940	-
Transfer to Authority - Amenities Fund (2011 boundary lots)	26,013	50,206	43,681	18,611	-
Transfer to Authority - Infrastructure Fund (2019 D2 Included lots)	10,754	22,439	19,760	19,760	-
Fiber Optics Admin	4,276	-	-	-	-
Total expenditures	345,207	409,238	393,472	439,336	389,856
Total expenditures and transfers out requiring appropriation	345,207	409,238	393,472	439,336	389,856
ENDING FUND BALANCES	\$ (3,862)	\$ 19,735	\$ 27,779	\$ 4,100	\$ 3,000
EMERGENCY RESERVE	\$ 2,600	\$ 2,500	\$ 3,000	\$ 4,100	\$ 3,000
AVAILABLE FOR OPERATIONS	(6,462)	17,235	24,779	-	-
TOTAL RESERVE	\$ (3,862)	\$ 19,735	\$ 27,779	\$ 4,100	\$ 3,000

No assurance provided. See summary of significant assumptions

**BEEBE DRAW METRO DISTRICT NO. 1  
SPECIAL REVENUE FUND  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

11/8/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 12,462	\$ 14,940	\$ 15,398	\$ 15,398	\$ 17,848
REVENUES					
Conservation Trust Fund proceeds	2,264	2,000	-	2,000	2,500
Interest Income	672	450	407	450	450
Total revenues	<u>2,936</u>	<u>2,450</u>	<u>407</u>	<u>2,450</u>	<u>2,950</u>
Total funds available	<u>15,398</u>	<u>17,390</u>	<u>15,805</u>	<u>17,848</u>	<u>20,798</u>
EXPENDITURES					
General and administrative					
Operations and maintenance					
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING FUND BALANCES	<u>\$ 15,398</u>	<u>\$ 17,390</u>	<u>\$ 15,805</u>	<u>\$ 17,848</u>	<u>\$ 20,798</u>

**BEEBE DRAW FARMS METRO DISTRICT NO. 1  
2025 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court Weld County on April 12, 2011, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District was established as part of a "Multiple District Structure" for the community. The District operates under a Service Plan approved by Weld County on January 27, 2012. The District's service area is located entirely within Weld County, Colorado.

The District was established to provide financing for the acquisition, construction and installation of public improvements including, but not limited to, streets, sanitary sewer, storm sewer, drainage, water, and parks and trails, and to provide the operation and maintenance of these improvements.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

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



**BEEBE DRAW FARMS METRO DISTRICT NO. 1  
2025 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided (Continued)**

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. 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").

The District has no employees and all administrative functions are contracted.

**Revenues**

**Property Taxes**

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Pursuant to the AEA, District No. 1 agreed to impose the "Required Mill Levy" (as defined in the AEA) until 2018 and to transfer such revenues to the Authority for deposit into either the Infrastructure Account or the Amenities Account (as defined in the AEA). For tax collection year 2011 and thereafter, the Districts agreed to transfer all revenues from the "O&M Mill Levy" (as defined in the AEA) (the O&M Mill Levy) less the Districts' administrative costs to the Authority for deposit into the Authority's O&M account. The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

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"). 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").

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

**BEEBE DRAW FARMS METRO DISTRICT NO. 1  
2025 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (continued)**

**Property Taxes (continued)**

For property tax collection year 2025, SB22-238 and SB23B-001 set the assessment rates and actual value reductions as follows:

Category	Rate	Category	Rate	Actual Value Reduction	Amount
Single-Family Residential	6.70%	Agricultural Land	26.40%	Single-Family Residential	\$55,000
Multi-Family Residential	6.70%	Renewable Energy Land	26.40%	Multi-Family Residential	\$55,000
Commercial	27.90%	Vacant Land	27.90%	Commercial	\$30,000
Industrial	27.90%	Personal Property	27.90%	Industrial	\$30,000
Lodging	27.90%	State Assessed	27.90%	Lodging	\$30,000
		Oil & Gas Production	87.50%		

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District’s share will be equal to approximately 4% of the property taxes collected. District No. 1 is no longer obligated, pursuant to the District No. 1 Capital Pledge Agreement or the Establishment Agreement, to transfer specific ownership tax revenues to the Authority.

**Interest Income**

Interest earned on the District’s available funds has been estimated based on an average interest rate of approximately 4.0%.

**Expenditures**

**General and Administrative Expenditures**

General and administrative expenditures include the estimated cost of services necessary to maintain the District’s administrative viability such as legal, accounting, insurance, membership dues, election and other administrative expenditures.

**BEEBE DRAW FARMS METRO DISTRICT NO. 1  
2025 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures (continued)**

**Intergovernmental Expenditures**

Pursuant to an Intergovernmental Agreement between Beebe Draw Farms Metropolitan Districts No. 1 and Beebe Draw Farms Authority, the District is obligated to impose a mill levy, not to exceed 40.000 mills, subject to certain adjustments, and remit property taxes derived from such mill levy, together with specific ownership taxes applicable to property within the District, after deducting administrative expenditures, to the Operating District. District No. 1 is no longer obligated, pursuant to the District No. 1 Capital Pledge Agreement or the Establishment Agreement, to transfer specific ownership tax revenues to the Authority.

**County Treasurer's Fees**

County Treasurer's fees have been computed at 1.5% of property tax collections.

**Debt and Leases**

The District has no outstanding debt, nor any operating or capital leases.

**Reserves**

**Emergency Reserve**

TABOR requires local governments to establish emergency reserve. This reserve must be at least 3% of fiscal year spending.

**This information is an integral part of the accompanying budget.**

**BEEBE DRAW FARMS METRO DISTRICT NO. 2**  
**ANNUAL BUDGET**  
**FOR YEAR ENDING DECEMBER 31, 2025**

**BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 2  
SUMMARY  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

11/8/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ (26,336)	\$ 1,418	\$ (66,647)	\$ (66,647)	\$ 6,600
REVENUES					
Property taxes	417,008	480,603	489,238	489,238	313,013
Property taxes - 2051	13,862	20,915	20,962	20,915	20,609
Property taxes - 2055	15,993	25,206	24,353	25,206	27,830
Specific ownership taxes	19,404	19,224	8,281	19,224	12,521
Specific ownership taxes - 2051	543	837	360	837	824
Specific ownership taxes - 2055	672	1,008	434	1,008	1,113
Interest Income	18,285	1,000	10,522	22,738	5,800
Other Revenue	-	-	5,998	5,998	-
Bond issuance proceeds	-	-	-	-	4,000,000
Total revenues	485,767	548,793	560,148	585,164	4,381,711
TRANSFERS IN	-	-	-	-	3,700,000
Total funds available	459,431	550,211	493,501	518,517	8,088,311
EXPENDITURES					
General Fund	526,078	469,000	486,564	511,917	385,511
Debt Service Fund	-	-	-	-	300,000
Capital Projects Fund	-	-	-	-	3,700,000
Total expenditures	526,078	469,000	486,564	511,917	4,385,511
TRANSFERS OUT	-	-	-	-	3,700,000
Total expenditures and transfers out requiring appropriation	526,078	469,000	486,564	511,917	8,085,511
ENDING FUND BALANCES	\$ (66,647)	\$ 81,211	\$ 6,937	\$ 6,600	\$ 2,800
EMERGENCY RESERVE AVAILABLE FOR OPERATIONS	\$ 2,300 (68,947)	\$ 4,000 77,211	\$ 4,600 2,337	\$ 6,600 0	\$ 2,800 0
TOTAL RESERVE	\$ (66,647)	\$ 81,211	\$ 6,937	\$ 6,600	\$ 2,800

**BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 2  
PROPERTY TAX SUMMARY INFORMATION  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

11/8/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
<b>ASSESSED VALUATION</b>					
Industrial	-	-	-	-	6,870
Agricultural	30,500	30,690	30,690	30,690	30,690
State assessed	3,119,140	720	720	720	720
Vacant land	75,530	131,990	131,990	131,990	131,990
Personal property	-	1,067,780	1,067,780	1,067,780	71,660
Oil & Gas	5,900,210	8,380,870	8,380,870	8,380,870	6,018,330
Certified Assessed Value	<u>\$ 9,125,380</u>	<u>\$ 9,612,050</u>	<u>\$ 9,612,050</u>	<u>\$ 9,612,050</u>	<u>\$ 6,260,260</u>
<b>MILL LEVY</b>					
General	50.000	50.000	50.000	50.000	50.000
Total mill levy	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>	<u>50.000</u>
<b>PROPERTY TAXES</b>					
General	\$ 456,269	\$ 480,603	\$ 480,603	\$ 480,603	\$ 313,013
Levied property taxes	456,269	480,603	480,603	480,603	313,013
Refunds and abatements	(39,261)	-	-	8,635	-
Budgeted property taxes	<u>\$ 417,008</u>	<u>\$ 480,603</u>	<u>\$ 480,603</u>	<u>\$ 489,238</u>	<u>\$ 313,013</u>
<b>ASSESSED VALUATION</b>					
Residential	\$ 1,133,170	\$ 1,466,810	1,466,810	\$ 1,466,810	\$ 1,507,130
Commercial	-	-	-	-	47,430
State assessed	270	290	290	290	290
Vacant land	18,400	35,540	35,540	35,540	35,540
Personal property	27,010	77,440	77,440	77,440	29,400
Oil & Gas	61,500	73,530	73,530	73,530	9,600
Certified Assessed Value	<u>\$ 1,240,350</u>	<u>\$ 1,653,610</u>	<u>\$ 1,653,610</u>	<u>\$ 1,653,610</u>	<u>\$ 1,629,390</u>
<b>MILL LEVY</b>					
Cap Pledge - 2051	11.133	12.648	12.648	12.648	12.648
Total mill levy	<u>11.133</u>	<u>12.648</u>	<u>12.648</u>	<u>12.648</u>	<u>12.648</u>
<b>PROPERTY TAXES</b>					
Cap Pledge - 2051	\$ 13,809	\$ 20,915	\$ 20,915	\$ 20,915	\$ 20,609
Levied property taxes	13,809	20,915	20,915	20,915	20,609
Refunds and abatements	53	-	-	-	-
Budgeted property taxes	<u>\$ 13,862</u>	<u>\$ 20,915</u>	<u>\$ 20,915</u>	<u>\$ 20,915</u>	<u>\$ 20,609</u>
<b>ASSESSED VALUATION</b>					
Residential	\$ 1,083,880	\$ 1,639,450	\$ 1,639,450	\$ 1,639,450	\$ 1,846,890
State assessed	740	730	730	730	730
Vacant land	241,160	254,770	254,770	254,770	254,770
Personal property	72,670	73,830	73,830	73,830	73,580
Oil & Gas	38,060	36,620	36,620	36,620	38,180
Certified Assessed Value	<u>\$ 1,436,510</u>	<u>\$ 2,005,400</u>	<u>\$ 2,005,400</u>	<u>\$ 2,005,400</u>	<u>\$ 2,214,150</u>
<b>MILL LEVY</b>					
Cap Pledge - 2055	11.133	12.569	12.569	12.569	12.569
Total mill levy	<u>11.133</u>	<u>12.569</u>	<u>12.569</u>	<u>12.569</u>	<u>12.569</u>
<b>PROPERTY TAXES</b>					
Cap Pledge - 2055	\$ 15,993	\$ 25,206	\$ 25,206	\$ 25,206	\$ 27,830
Levied property taxes	15,993	25,206	25,206	25,206	27,830
Budgeted property taxes	<u>\$ 15,993</u>	<u>\$ 25,206</u>	<u>\$ 25,206</u>	<u>\$ 25,206</u>	<u>\$ 27,830</u>
<b>BUDGETED PROPERTY TAXES</b>					
General	\$ 417,008	\$ 480,603	\$ 489,238	\$ 489,238	\$ 313,013
Cap Pledge - 2051	13,862	20,915	20,962	20,915	20,609
Cap Pledge - 2055	15,993	25,206	24,353	25,206	27,830
	<u>\$ 446,863</u>	<u>\$ 526,724</u>	<u>\$ 534,553</u>	<u>\$ 535,359</u>	<u>\$ 361,452</u>

No assurance provided. See summary of significant assumptions

**BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 2  
GENERAL FUND  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

11/8/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ (26,336)	\$ 1,418	\$ (66,647)	\$ (66,647)	\$ 6,600
<b>REVENUES</b>					
Property taxes	417,008	480,603	489,238	489,238	313,013
Property taxes - 2051	13,862	20,915	20,962	20,915	20,609
Property taxes - 2055	15,993	25,206	24,353	25,206	27,830
Specific ownership taxes	19,404	19,224	8,281	19,224	12,521
Specific ownership taxes - 2051	543	837	360	837	824
Specific ownership taxes - 2055	672	1,008	434	1,008	1,113
Interest Income	18,285	1,000	10,522	22,738	5,800
Other Revenue	-	-	5,998	5,998	-
<b>Total revenues</b>	<b>485,767</b>	<b>548,793</b>	<b>560,148</b>	<b>585,164</b>	<b>381,711</b>
<b>Total funds available</b>	<b>459,431</b>	<b>550,211</b>	<b>493,501</b>	<b>518,517</b>	<b>388,311</b>
<b>EXPENDITURES</b>					
General and administrative					
Accounting	23,434	14,000	18,306	36,612	25,000
County Treasurer's Fee	6,703	7,861	8,108	8,108	5,421
Directors' fees	1,516	1,200	1,300	2,000	1,200
Dues and Membership	-	-	303	303	350
Insurance	4,284	4,000	3,270	4,000	4,000
District management	4,290	8,000	10,760	21,520	20,000
Legal	28,101	15,000	35,597	71,194	30,000
Miscellaneous	-	2,758	-	2,758	879
Payroll taxes	291	150	99	99	150
Election	40,741	-	-	-	10,000
Transfer to Authority - O&M	229,780	251,362	249,316	251,362	238,135
Transfer to Authority - Amenities	35,926	32,933	31,901	26,168	10,075
Transfer to Authority - Infrastructure	143,705	131,736	127,604	87,793	40,301
Fiber Optics Admin	7,307	-	-	-	-
<b>Total expenditures</b>	<b>526,078</b>	<b>469,000</b>	<b>486,564</b>	<b>511,917</b>	<b>385,511</b>
<b>Total expenditures and transfers out requiring appropriation</b>	<b>526,078</b>	<b>469,000</b>	<b>486,564</b>	<b>511,917</b>	<b>385,511</b>
<b>ENDING FUND BALANCES</b>	<b>\$ (66,647)</b>	<b>\$ 81,211</b>	<b>\$ 6,937</b>	<b>\$ 6,600</b>	<b>\$ 2,800</b>
<b>EMERGENCY RESERVE AVAILABLE FOR OPERATIONS</b>	<b>\$ 2,300</b>	<b>\$ 4,000</b>	<b>\$ 4,600</b>	<b>\$ 6,600</b>	<b>\$ 2,800</b>
<b>TOTAL RESERVE</b>	<b>\$ (68,947)</b>	<b>\$ 77,211</b>	<b>\$ 2,337</b>	<b>\$ 0</b>	<b>\$ 0</b>
<b>TOTAL RESERVE</b>	<b>\$ (66,647)</b>	<b>\$ 81,211</b>	<b>\$ 6,937</b>	<b>\$ 6,600</b>	<b>\$ 2,800</b>

No assurance provided. See summary of significant assumptions

**BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 2  
DEBT SERVICE FUND  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

11/8/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES					
Bond issuance proceeds	-	-	-	-	4,000,000
Total revenues	-	-	-	-	4,000,000
Total funds available	-	-	-	-	4,000,000
EXPENDITURES					
General and administrative Debt Service					
Bond issue costs	-	-	-	-	300,000
Total expenditures	-	-	-	-	300,000
TRANSFERS OUT					
Transfers to other fund	-	-	-	-	3,700,000
Total expenditures and transfers out requiring appropriation	-	-	-	-	4,000,000
ENDING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -



**BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 2  
CAPITAL PROJECTS FUND  
2025 BUDGET  
WITH 2023 ACTUAL AND 2024 ESTIMATED  
For the Years Ended and Ending December 31,**

11/8/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES					
Total revenues	-	-	-	-	-
TRANSFERS IN					
Transfers from other funds	-	-	-	-	3,700,000
Total funds available	-	-	-	-	3,700,000
EXPENDITURES					
General and Administrative					
Capital Projects					
Transfer to Authority					3,700,000
Capital outlay	-	-	-	-	-
Total expenditures	-	-	-	-	3,700,000
Total expenditures and transfers out requiring appropriation	-	-	-	-	3,700,000
ENDING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -

**BEEBE DRAW FARMS METRO DISTRICT NO. 2  
2025 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**SERVICES PROVIDED**

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for the City of Weld County on April 12, 2011, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District operates under a Service Plan approved by the City on January 27, 2012. The District's service area is located in Weld County, Colorado.

The District was established to provide financing for the acquisition, construction and installation of public improvements including, but not limited to, streets, sanitary sewer, storm sewer, drainage, water, and parks and trails, and to provide the operation and maintenance of these improvements.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results because events and circumstances frequently do not occur as expected, and those differences may be material

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"). 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").

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

**BEEBE DRAW FARMS METRO DISTRICT NO. 2  
2025 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**SERVICES PROVIDED (Continued)**

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”).

The District has no employees and all administrative functions are contracted.

**REVENUES**

**Property Taxes**

Property taxes are levied by the District’s Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer’s election, in February and June. Delinquent taxpayers are notified in August, and generally, sale of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

**BEEBE DRAW FARMS METRO DISTRICT NO. 2  
2025 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**REVENUES (Continued)**

**Property Taxes (Continued)**

For tax collection year 2011 and each year thereafter, District No. 2 transfers 100% of all revenues from the Development Fees (if any) (as defined in the AEA) into the Infrastructure Account and 80% of all revenues from the District No. 2 Required Mill Levy and Specific Ownership Tax Revenues into the Authority Infrastructure Account. Also for tax collection year 2011 and each year thereafter, District No. 2 transfers 20% of all revenues from the District No. 2 Required Mill Levy and Specific Ownership Tax Revenues into the Authority Amenity Account. Upon consent of both District No. 1 and District No. 2, the 80%/20% split described above may be adjusted upward or downward in any given year.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

For property tax collection year 2025, SB22-238, SB23B-001, SB24-233 and HB24B-1001 set the assessment rates and actual value reductions as follows:

<b>Category</b>	<b>Rate</b>		<b>Category</b>	<b>Rate</b>		<b>Actual Value Reduction</b>	<b>Amount</b>
Single-Family Residential	6.70%		Agricultural Land	26.40%		Single-Family Residential	\$55,000
Multi-Family Residential	6.70%		Renewable Energy Land	26.40%		Multi-Family Residential	\$55,000
Commercial	27.90%		Vacant Land	27.90%		Commercial	\$30,000
Industrial	27.90%		Personal Property	27.90%		Industrial	\$30,000
Lodging	27.90%		State Assessed	27.90%		Lodging	\$30,000
			Oil & Gas Production	87.50%			

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District’s share will be equal to approximately 4% of the property taxes collected.

**Net Investment Income**

Interest earned on the District’s available funds has been estimated based on historical interest rates.

**BEEBE DRAW FARMS METRO DISTRICT NO. 2  
2025 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Bond Issuance**

The District anticipates issuing general obligation bonds. Bond proceeds will be used to pay infrastructure costs in the Authority, bond issue costs and capitalized interest. Significant terms of the bond issuance will be determined at the time of issuance.

**EXPENDITURES**

**General and Administrative Expenditures**

General and administrative expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance and meeting expense.

**County Treasurer's Fees**

County Treasurer's fees have been computed at 1.5% of property tax collections.

**Transfer to Other Districts**

Pursuant to an Intergovernmental Agreement between Beebe Draw Farms Authority and the District; the District is obligated to impose a mill levy, not to exceed 50.000 mills, subject to certain adjustments, and remit property taxes derived from such mill levy, together with specific ownership taxes applicable to property within the District, after deducting administrative expenditures, to the Operating District

The District anticipates transferring bond proceeds to Beebe Draw Farms Authority to pay for capital expenditures. Formal agreements outlining these obligations will be provided at the time of bond issuance.

**DEBT AND LEASES**

The District has no outstanding debt, nor any operating or capital leases.

**RESERVES**

**Emergency Reserve**

The District has provided for an emergency reserve fund equal to at least 3% of fiscal year spending as defined under TABOR.

**BEEBE DRAW FARMS METRO DISTRICT NO. 2  
2025 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**This information is an integral part of the accompanying forecasted budget.**

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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*

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By: Sharon Dillon  
Its: President



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**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.

October 17, 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 Lot 74, 75 & 76 drainage improvements**

Lisa,

After recent utility locating and a site meeting on October 10, 2024 with the affected neighbors and representatives from the Authority, it has been determined that potholing of an existing Atmos Energy natural gas line is necessary. This work was not covered within our original contract and therefore a Change Order is being requested in order to cover the cost associated with having a sub-contractor, **COLORADO UTILITY FINDERS, INC.** pothole the gas line and determine its exact depth. Based on that information, it will then be possible to know if a proposed roadside ditch/drainage swale will be feasible to be constructed as has been designed (also being the most preferred solution by the neighbor's involved).

The provided services will be to pothole a single location as determined by information that I will provide to COLORADO UTILITY FINDERS, INC. (no staking is deemed necessary), backfilling the hole with squeegee material up to 5" from the final surface, and discarding all soils spoils from the site. Water is not expected to be available on site for purposes of this work, so this proposal accounts for water being hauled in. The final deliverables will be a print or hand sketch data sheet for the pothole.

Our proposed NOT TO EXCEED fee will be **\$1,300**. COLORADO UTILITY FINDERS services (see attached estimate) will be \$1,180 and the remaining \$120 will be for processing, administration/billing, and coordination by Drexel, Barrell & CO. (our standard 10% mark up for sub-consultants). This amount is in addition to other fees already agreed upon under our current contract for work on this site.

Beebe Draw Farms  
October 17, 2024

- 2 -

The assumptions for this scope of work include:

- *No permits shall be necessary for work on what will be private property or within the District's Right of Way.*
- *Assumed no traffic control is needed.*
- *Access will not be restricted*
- *There will be only (1) hole to be cored and restored.*

Upon authorization, it will take approximately 1.5 weeks to complete the 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.

Accepted:

**Drexel, Barrell & Co.**



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

Project Manager

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

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

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

Colorado Utility Finders  
PO Box 7506  
Loveland, CO 80537  
info@coloradoutilityfinders.com



# Estimate

**ADDRESS**

Cameron Knapp  
Drexel, Barrell & Co  
1376 Miners Drive, Ste 107  
Lafayette, CO 80026

**ESTIMATE #** 1887

**DATE** 10/17/2024

**JOB NAME**

Bee Bee Draw Farms

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Administrative Fee	1	200.00	200.00
	Utility Potholing: Daily Minimum Rate	1	1,750.00	1,750.00
	Payment Discount	1	-1,000.00	-1,000.00
	Water Fee	1	80.00	80.00
	Spoils Disposal	1	100.00	100.00
	Fuel Surcharge	1	50.00	50.00

Please sign below to indicate acceptance of this Estimate and the General Terms and Conditions on the second page.

TOTAL

**\$1,180.00**

Accepted By

Accepted Date

**RESOLUTION NO. 2024-11-\_\_**  
**BEEBE DRAW FARMS AUTHORITY**

A RESOLUTION ADOPTING  
POLICY REGARDING RESIDENT COMMUNICATIONS WITH THE BOARD

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

WHEREAS, the Board of Directors of the Authority (the “Board”) desires to be transparent with respect to Authority matters; and

WHEREAS, the Authority has a limited operations and maintenance budget and desires to keep operations costs within the Authority’s budget; and

WHEREAS, the Authority desires to adopt a communications policy to facilitate communications between residents of the Authority and the Board while being mindful of the Authority’s limited budget (the “Communications Policy”); and

NOW THEREFORE, THE BOARD OF DIRECTORS OF BEEBE DRAW FARMS AUTHORITY HEREBY RESOLVES THAT:

1. Communications Policy. The Board hereby approves and adopts the Communications Policy attached hereto as Exhibit A for the purpose of facilitating transparent communications between the Board and residents, while being mindful of the Authority’s limited operations and maintenance budget.
2. Amendments to Communications Policy. The Board may amend this Communications Policy from time to time as the Board deems necessary.
3. Effective Date. This Communications Policy shall take effect on the date and at the time of its adoption.

(Signatures Begin on Next Page.)



APPROVED AND ADOPTED THIS 13<sup>th</sup> DAY OF NOVEMBER 2024.

BEEBE DRAW FARMS AUTHORITY

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By: Bill Caldwell, President

**EXHIBIT A****COMMUNICATIONS POLICY**

1. All resident inquiries submitted pursuant to the Colorado Open Records Act, Section 24-72-200.1, *et seq.*, C.R.S., as amended, (“CORA”) must be submitted to the Authority manager on the CORA form available on the Authority’s website. CORA requests will be processed according to CORA statute.
2. Questions directed to Authority staff regarding the Authority’s amenities that can be addressed by Authority staff, in short order, will be addressed by Authority staff.
3. Other requests of Authority staff for Authority information will be directed to the following Clearinghouse email address: \_\_\_\_\_. Such email address will be monitored by a committee of the Board. Residents are encouraged to submit information (as opposed to CORA) requests to the Clearinghouse email noted above.
4. Authority staff will direct those with requests for information or comments to bring such to the next Board meeting during the public comment portion of the meeting. Public comment is limited to three minutes.
5. Authority staff is directed not to respond to requests for information, other than CORA requests and requests delineated in Paragraph 2 above, and all such requests will be forwarded to the Clearinghouse email designated in Paragraph 3 above.