

# BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 1<sup>1</sup>

8390 E. Crescent Pkwy., Ste. 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  
[www.beebedrawfarmsauthority.colorado.gov](http://www.beebedrawfarmsauthority.colorado.gov)

## **NOTICE OF SPECIAL MEETING AND AGENDA**

**DATE:** November 13, 2024

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

**LOCATION:** 16494 Beebe Draw Farms Parkway, Platteville, CO 80651  
And 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#

### **Board of Directors**

William Caldwell  
Brenda Lewis  
Catrena Rosentreader  
Cindy Billinger  
Vacant

### **Office**

President  
Vice-President  
Secretary  
Treasurer

### **Term Expires**

May, 2027  
May, 2025  
May, 2025  
May, 2027  
May, 2025

## **I. ADMINISTRATIVE MATTERS**

- A. Present disclosures of potential conflicts of interest.
- B. Call to order and approval of agenda.
- C. Confirm quorum, location of meeting and posting of meeting notices.
- D. Discuss vacancy on the Board.
- E. Consider adoption of Resolution Regarding 2025 Annual Administrative Matters (enclosure).

## **II. LEGAL MATTERS**

- A. Executive Session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice regarding potential claims related to land transfer to REI, and pursuant to C.R.S. 24-6-402(4)(e) to develop negotiating positions and instruct the land transfer negotiating committee regarding settlement discussions with REI.

- B. Update from Negotiations Committee regarding land conveyance matter.
- C. Review and consider adoption of Resolution Calling a Regular Election for Directors on May 6, 2025, appointing the Designated Election Official (“DEO”), notice and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election (enclosure). Self- Nomination and Acceptance Forms are due by February 28, 2025. Discuss need for ballot issues and/or questions.
- D. Review and consider the adoption of Resolution Regarding Colorado Open Records Act Requests (enclosure).

**III. PUBLIC COMMENT**

Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

**IV. CONSENT AGENDA**

These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- A. Review and consider approval of minutes from June 12, 2024 special Board meeting, July 18, 2024 special Board meeting and August 26, 2024 special Board meeting (enclosure).
- B. Ratify approval of payment of claims (enclosure).
- C. Acknowledge 2024 General Legislation Memo (enclosure).

**V. FINANCIAL MATTERS**

- A. Conduct Public Hearing to consider amendment of the 2024 Budget. If necessary, consider adoption of Resolution to Amend the 2024 Budget, (enclosure).
- B. Conduct Public Hearing to proposed 2025 Budget and consider adoption of Resolution to Adopt 2025 Budget, Appropriate Sums of Money and Set Mill Levies (enclosure).
- C. Consider appointment of District Accountant to prepare and sign the DLG-70 Certification of Tax Levies Form for certification to the Board of County Commissioners and other interested parties.
- D. Discuss statutory requirements for an audit. Consider appointment of District Accountant to prepare Application for Exemption from Audit for 2024.

**VI. MANAGER MATTERS**

- A. Consider approval of CliftonLarsonAllen LLP Statements of Work for 2025 (enclosure).
- B. Discuss and consider approval of Property and Liability Coverage renewal for 2025 (enclosure).
- C. Discuss and consider approval of worker's compensation coverage for 2025 (enclosure).
- D. Designate website compliance coordinator.
- E. Designate Beebe Draw Farms Authority as the responsible party for ADA website compliance.

**VII. OTHER BUSINESS**

**VIII. ADJOURNMENT**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 1  
CONCERNING ANNUAL ADMINISTRATIVE MATTERS  
2024**

WHEREAS, the Board of Directors of the Beebe Draw Farms Metropolitan District No. 1 (the “District”) is to perform certain tasks on a recurring basis in the operation of the District;

NOW, THEREFORE, BE IT RESOLVED by the Beebe Draw Farms Metropolitan District No. 1 within the County of Weld, Colorado, as follows:

1. Contact Person. The Board of Directors of the District (the “Board”) directs the **District Manager** to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of the municipality in which the District is located, if applicable, and the Division of Local Government of the name of the Chair of the Board, the contact person located within the District, if available, telephone number, and business address of the District on or before January 15, as required by Section 32-1-104(2), C.R.S. The Board hereby names the **District Manager** as the contact person within the District. The contact person is authorized, under Section 24-10-109(3)(b), C.R.S., to accept notices of claims against the District as the District’s agent and, if any such claim is received, must promptly notify the President of the Board and the attorney for the District of such receipt.

2. Map. The Board directs the **District Manager** to prepare an accurate map as specified by the Division of Local Government for filing with the Division, the County Assessor, and the County Clerk and Recorder on or before January 1, as required by Section 32-1-306, C.R.S. If there have been no changes to the boundaries of the District since the filing of an accurate map, **Legal Counsel** may notify the above-mentioned entities in a letter that no changes have been made to the map.

3. Budget. The Board directs the **District Accountant** to submit a proposed budget to the Board by October 15; to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolution and budget message, the certification of mill levies, and any budget amendment(s) needed; to certify the mill levies on or before December 15; and to file the approved budget and amendment(s) 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. If no mill levy is to be certified, such actions may be completed by December 31.

4. Intergovernmental Agreements. If the District receives a written request from the Division of Local Government, the Board directs the **District Manager** to prepare and file within thirty days of such request, an informational listing of all contracts in effect with other political subdivisions, in compliance with Section 29-1-205, C.R.S.

5. Notice to Electors (Transparency Notice). The Board directs that no more than sixty days prior to and not later than January 15, the **District Manager** will prepare and



distribute the Notice to Electors pursuant to and in a matter prescribed by Section 32-1-809, C.R.S. The Board further directs that in compliance with Section 32-1-104(2), C.R.S., the Notice will be filed with the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of the municipality in which the District is located, if applicable, and the Division of Local Government and a copy made available for public inspection at the District's business office.

6. Annual Securities Report. If required, the Board directs the District's **Accountant** to prepare and file the annual public securities report for nonrated public securities issued by the District (if any), with the Department of Local Affairs on or before March 1, in accordance with Sections 11-58-101 to 11-58-107, C.R.S.

7. Audit/Audit Exemption. The Board directs that an audit of the financial statements be prepared and submitted to the Board before June 30 and further directs that the Audit be filed with the State Auditor by July 31, as required by Section 29-1-606, C.R.S. In the event that the timetable will not be met, the auditor and the **District Accountant** is directed to request extensions of time to file the audit as needed. If neither the revenues nor the expenditures for the past year exceed \$100,000, then the Board directs that a short form application for exemption from audit shall be prepared. If either revenues or expenditures are greater than \$100,000 but are less than or equal to \$750,000, then the Board directs that a long form application for exemption from audit shall be prepared. The short form or long form application shall be submitted to the Board and then filed with the State Auditor by March 31, as required by Section 29-1-604, C.R.S.

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

9. Public Records. The Board designates the **Board Secretary** as the official custodian of public records as such term is used in Section 24-72-202, C.R.S., with the functions thereof hereby delegated to the **District Manager** as the custodian as defined in 24-72-202(1.1), C.R.S. The custodian is authorized to develop such procedures as may be reasonably required for the protection and retention of such records. On behalf of the District, the custodian may charge the maximum fees allowed by law for copies, research and retrieval, development of privilege log, and such other services as are authorized by law. Any cost associated with any research and retrieval of public records is outlined in the Resolution Adopting Policies and Fee Schedule for the Handling of Record Requests Under the Colorado Open Records Act.

10. CORA Policy. Pursuant to Colorado Open Records Act, Section 24-72-205, C.R.S. ("CORA"), the Board has adopted a policy concerning research and retrieval fees for public records. The Board directs the **District Manager** to update the District's Notice to Electors (Transparency Notice) with the District's CORA policy information as required by the statute.

11. Data Privacy Policy. Pursuant to Sections 24-73-101, *et seq.*, C.R.S., the Board has previously adopted a written policy for the destruction of documents containing personal identifying information, for implementing reasonable security procedures and practices to protect personal identifying information, and for notifying Colorado residents of a security breach or possible security breach.

12. E-mail Policy. Pursuant to Section 24-72-204.5, C.R.S., the Board hereby adopts a written policy that District management may monitor electronic mail communications at any time, with or without cause, and further states that correspondence of any employee in the form of electronic mail may be a public record under the public records law and may be subject to public inspection under Section 24-72-203, C.R.S.

The Board further directs that when and if the District has employees, the following electronic mail policy will be in effect:

A. All employees of the District may have access to the District's electronic mail communications system, which access may include utilization of a District-assigned email address for use in both internal and external email communications.

B. Employees cannot expect a right of privacy in their use of the District's electronic communications system.

C. Employees understand, acknowledge and agree that all communications in the form of electronic mail may be considered a public record pursuant to CORA and may be subject to public inspection pursuant to C.R.S. Section 24-72-203 of CORA.

D. The District reserves the right to monitor an employee's electronic mail communication(s) including, but not limited to, circumstances where the District, in its sole discretion, reasonably believes that such communication(s) may be considered a public record pursuant to C.R.S. § 24-72-203 of CORA.

13. Fair Campaign Practices Act – Gifts and Honoraria. The Board is reminded that in accordance with the Fair Campaign Practices Act, each Board member is required to report to, and in a manner prescribed by, the Secretary of State certain items received in connection with their service, such report to be filed on or before January 15, April 15, July 15, and October 15 of each year, as required by Sections 1-45-109 and 24-6-203, C.R.S. No report needs to be filed unless a director receives \$53 or more in cash or loans, or real or personal property having a value of \$53 or more. Further, the Board is reminded that in accordance with Section 24-6-203, C.R.S., if a Board member receives annual compensation from the District of more than \$2,400, then the Board member is required to file a quarterly report in the prescribed manner with the Secretary of State.

14. Newspaper. The Board designates the *Greeley Tribune* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in the aforementioned newspaper, in accordance with Section 32-1-103(15), C.R.S. If publication in such

newspaper is impossible or impracticable, then any legal newspaper published in the county may be used as an alternative.

15. Director Compensation/FICA. The Board of Directors of the District determines that each director shall receive compensation for services as directors, at the maximum rate allowed by law, in accordance with 32-1-902(3)(a)(I) & (II), C.R.S. The Board recognizes that the Internal Revenue Service has determined that directors of special districts are considered employees of the District and as such, must pay federal employment taxes on the compensation they receive for services performed as a director. The Board, therefore, directs the District **Accountant** to withhold federal employment taxes from the amount that the directors receive in compensation and to furnish each director with an annual IRS W-2 form.

16. Director Qualification. Pursuant to Section 32-1-901, C.R.S., the District determines that each present and future member of the Board shall have in the District files, with annual confirmation thereof by the District’s custodian of public records, a complete and executed Certificate of Appointment (if the director is appointed), current Oath of Office and applicable Surety Bond, and that copies of each be submitted to the Division of Local Government and the District Court as necessary and as may be requested.

17. Officers. The District has elected, in accordance with Section 32-1-902, C.R.S., the following officers for the District:

<b>Name</b>	<b>Title</b>
William (Bill) Caldwell	President
Brenda Lewis	Vice-President
Cindy Lynn Billinger	Treasurer
Catrena Rosentreader	Secretary
Sharon Dillon	Assistant Secretary

Unless the District acts to elect new officers, or an officer resigns his or her office, such officers shall serve indefinitely.

18. Director Indemnification. The Board of Directors of the District extends the current indemnification resolution to allow the resolution to continue in effect as written. In the event an indemnification resolution is not in effect, then the approval of this administrative matters resolution shall be deemed to authorize indemnification of the directors of the District when acting in good faith within the scope of their duties and in the best interests of the District, to the fullest extent allowed by law.

19. Designated Posting Location for the Posting of Meeting Notices. Pursuant to Sections 24-6-402(2)(c)(I) and 32-1-903, C.R.S., the Board of Directors of the District has adopted a Resolution Concerning Online Notice of Public Meetings, which authorizes the Board to post notices of its public meetings, including specific agenda information, on the following public website: <https://beebedrawfarmsauthority.colorado.gov> no less than twenty-four hours prior to the holding of the meeting. In the event the District is unable to post a notice online in exigent or emergency circumstances, such as a power outage or an interruption in

internet service that prevents the public from accessing the notice online, in accordance with Section 24-6-402(2)(c)(III), C.R.S., the Board designates the following location within the District's boundaries as the official designated posting place for the posting of meeting agendas no less than twenty-four hours prior to the meeting: website & Pelican Lake Ranch Community Information and Sales Center, 16502 Beebe Draw Farms Parkway, Platteville, CO.

20. Meetings. Consistent with the provisions of Section 32-1-903, C.R.S., as amended, the District may hold meetings of the Board at a physical location or by telephonic, electronic, or virtual means, or a combination of the foregoing. 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.

The Board determines to hold regular meetings on the **second Wednesday of June and November by via Microsoft Teams and at the Pelican Lake Ranch Community Information and Sales Center, 16502 Beebe Draw Farms Parkway, Platteville, CO.**

In addition, regular and special meeting notices shall be posted as identified above in accordance with Section 24-6-402(2)(c), C.R.S. The Board directs the **District Manager** to prepare notices for posting in accordance with Section 32-1-903, C.R.S. **Legal Counsel** shall revise the notices when the Board intends to make a final determination to issue or refund general obligation indebtedness, to consolidate the District, to dissolve the District, to file a plan for adjustment of debt under federal bankruptcy law, to enter into a private contract with a director, or not to make a scheduled bond payment.

21. Annual Meeting. Because the District was formed prior to January 1, 2000, the District is not required to hold an annual meeting as set forth in Section 32-1-903(6)(a), C.R.S.

22. Elections. **Robin A. Navant** of Spencer Fane LLP is hereby appointed as the "Designated Election Official" of the Board for any elections to be held by the District unless another Designated Election Official is appointed by resolution of the Board. In accordance with Section 1-1-111(2), C.R.S., 13.5 of Title 1, C.R.S., or applicable law, the Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official and that the election shall be held and conducted in accordance with the Local Government Election Code, applicable portions of the Uniform Election Code of 1992, as amended and supplemented by Const. Colo. Art. X, Sec 20, the Current Rules and Regulations Governing Election Procedures of the Secretary of State of the State of Colorado, and Title 32, Article 1, Part 8, Colorado Revised Statutes, and other relevant Colorado and federal law. Further, the Board directs the Designated Election Official to notify the Division of Local Government of the results of any election held by the District, including business address, telephone number and the contact person; and to certify the results of any election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of a municipality, in accordance with Sections 1-11-103, 32-1-104(1), and 32-1-1101.5, C.R.S.

23. Elections; Call for Nominations. The District was formed on August 20, 1986. For Districts formed prior to January 1, 2000, the call for nominations required by Section 1-13.5-501 shall be made by:

- A. publication; and
- B. select only one of the following:

mailing the notice, at the lowest cost option, to each address at which one or more active registered electors of the District resides as specified in the registration list provided by the County Clerk and Recorder as of the date that is one hundred fifty days prior to the date of the regular election.

including the notice as a prominent part of a newsletter, annual report, billing insert, billing statement, letter, voter information card or other notice of election, or other informational mailing sent by the District to the eligible electors of the District.

posting the information on the official website of the District.

provided the District has fewer than one thousand eligible electors and is wholly located within a county the population of which is less than thirty thousand people, posting the notice in at least three public places within the territorial boundaries of the District and, in addition, posting a notice in the office of the Clerk and Recorder of the County in which the District is located; any such notices must remain posted until the day after the call for nominations closes.

24. Independent Mail Ballot Elections. The Board deems it expedient for the convenience of the electors that all regular and special elections of the District shall be conducted as an independent mail ballot election in accordance with Section 1-13.5-1101, C.R.S., unless a polling place election is deemed necessary and expressed in a separate election resolution.

25. Notice of Indebtedness. In accordance with C.R.S. Sections 32-1-1604 and 1101.5(1), the Board directs the **District Accountant** to issue notice of indebtedness to the Board of County Commissioners and to record such notice with the County Clerk and Recorder within 30 days of incurring or authorizing of any indebtedness.

26. Quinquennial Findings. If requested, the Board directs **Legal Counsel** to prepare and file with the Board of County Commissioners the quinquennial finding of reasonable diligence, in accordance with Sections 32-1-1101.5(1.5) and (2), C.R.S.

27. Annual Report. If requested or required, the Board directs the **District Manager** to prepare and file the special district annual report, in accordance with Section 32-1-207(3)(c), C.R.S. If the District was formed prior to July 1, 2000, the Annual Report is only due upon request by the Board of County Commissioners or governing body of the municipality, unless otherwise specified in the District's Service Plan.

28. Disclosure of Potential Conflict of Interest. The Board has determined that **Legal Counsel** may file general conflict of interest disclosure forms, if any, provided by the

directors with the Secretary of State each year, which forms may be updated on an annual basis through information the directors give to Legal Counsel. If a specific conflict arises regarding a certain transaction of the Board, the director is required to notify **Legal Counsel** at least five days prior to the date of the meeting so that the transactional disclosure form may be filed in a timely manner, in accordance with Sections 32-1-902(3) and 18-8-308, C.R.S. Additionally, at the beginning of every term, **Legal Counsel** may request that each Board member submit information regarding actual or potential conflicts of interest.

29. Special District Association. The District is currently a member of the Special District Association (“SDA”), the Board directs its **District Accountant** to pay the annual SDA membership dues in a timely manner.

30. Insurance. The Board directs the **District Manager** to at least biannually review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained.

31. Promissory Notes. The District has no outstanding promissory note(s).

32. Outstanding General Obligation Indebtedness. The District has no outstanding general obligation bonds or multiple fiscal year financial obligations.

33. Continuing Disclosure. The **District Accountant** shall provide continuing disclosure service if and as applicable to the bonds and other financial obligations of the District.

34. Workers’ Compensation. Pursuant to Section 8-40-202(1)(a)(I)(B), C.R.S., the elected and appointed officials of the District shall not be deemed to be employees within the meaning of Section 8-40-202(1)(a), C.R.S. Such exclusion shall apply for all policy years until such time as the exclusion may be repealed by the Board of Directors of the District or unless the **District Accountant** at the direction of the Board acquires coverage.

35. PDPA. Pursuant to the provisions of the Colorado Public Deposit Protection Act, Section 11-10.5-101, et seq., C.R.S., the Board appoints the **District Accountant** as the official custodian of public deposits.

36. Water or Sewer Rates. The Board directs that any Board action to fix or increase fees, rates, tolls, penalties or charges for domestic water or sanitary sewer service rates will be taken after consideration at a public meeting. Such public meeting will be held at least thirty days after providing notice to the customers receiving the water or sewer services from the District. Notice will be made pursuant to and in a matter prescribed by Section 32-1-1001(2)(a), C.R.S.

37. Inclusions/Exclusions of Property. The Board directs **Legal Counsel** to handle all procedures required under the Colorado state statutes regarding the inclusion and exclusion of property into and out of the District’s boundaries.

38. Public Disclosure Statement. Pursuant to Section 32-1-104.8, C.R.S., the Board directs **Legal Counsel** to prepare and record a special district public disclosure document, including a map showing the boundaries of the District, with the County Clerk and Recorder at the same time as any subsequent order or decree approving an inclusion of property into the District.

39. Underground and Aboveground Storage Tanks. If applicable, the Board directs the **District Manager** to register and renew annually all underground and/or aboveground storage tanks with the state inspector of oils.

40. Underground Facility Locating. If applicable, the Board directs the **District Manager** to provide accurate information regarding the boundaries of the District's service area, the type of underground facility(ies) that may be encountered within such service area, and the name, address and telephone number of a person who shall be the designated contact person for the information regarding the District's underground facilities, along with information concerning underground facilities that the District owns or operates which are not located within the designated service area to the Utility Notification Center of Colorado. The Board further authorizes the District to maintain its membership in the notification association as a "Tier 1" member, if applicable.

41. Recording of Conveyances of Real Property to the District. Pursuant to Section 38-35-109.5(2), C.R.S., **Legal Counsel** is designated as an appropriate official to record conveyances of real property to the District within thirty days of such conveyance.

42. Ratification of Past Actions. The Board members have reviewed the minutes of every meeting of the Board conducted in 2023, and the Board, being fully advised of the premises, hereby ratifies and affirms each and every action of the Board taken in 2023.

43. Emergency Liaison Officer. The Board designates **the President** of the District, in his/her capacity as elected official for the District, as the Emergency Liaison Officer responsible for facilitating the cooperation and protection of the District in the work of disaster prevention, preparedness, response, and recovery with the Colorado Office of Emergency Management and any local disaster agencies. The Emergency Liaison Officer shall have the authority to designate such agents as (s)he shall determine appropriate to perform any and all acts necessary to facilitate the responsibilities of the Emergency Liaison Officer.

44. Execution of District Documents By Electronic Methods. Where necessary, convenient and permissible by law, the Board authorizes the execution of District documents on behalf of the Board through electronic methods such as DocuSign, electronic PDF, or similar means and in multiple counterparts, all of which shall constitute single, valid documents of the Board as if signed in paper format.

45. Official District Website. If requested or required, the Board directs the **District Manager** to establish and maintain an official District website.

The District was formed on August 20, 1986 (prior to January 1, 2000). Therefore, no official district website is required under Section 32-1-104.5, C.R.S. If the District elects to establish and maintain an official District website, it may do so in the discretion of the Board either as set forth elsewhere in this Resolution or by separate Board action.

46. Dates Herein. All dates set forth in this Resolution shall be in 2024 unless otherwise specified.

47. Automatic Renewal. This Resolution shall be deemed renewed each year until terminated or a new resolution is adopted.

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Adopted and approved on this day, Wednesday, November 8, 2023.

BEEBE DRAW FARMS METROPOLITAN  
DISTRICT NO. 1

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

ATTEST:

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

**RESOLUTION OF THE  
BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 1  
CONCERNING REGULAR ELECTION TO BE HELD MAY 6, 2025**

WHEREAS, the Beebe Draw Farms Metropolitan District No. 1 of Weld County, State of Colorado (the "District"), is a duly organized and existing quasi-municipal corporation and political subdivision of the State of Colorado, existing and operating under and by virtue of the Constitution and laws of the State of Colorado, including but not limited to Parts 1 through 16 of Article 1 of Title 32, C.R.S., as amended (the "Special District Act"); and

WHEREAS, a regular election is to be held on the Tuesday succeeding the first Monday of May in every odd-numbered year, for the purpose of electing members to the Board of Directors of the Beebe Draw Farms Metropolitan District No. 1 (the "Board"); and

WHEREAS, three (3) four-year terms and zero (0) two-year terms shall be open at the regular election to be held on May 6, 2025, by the District; and

WHEREAS, accordingly, the Board of Directors of the District has determined to submit to the electors of the District, at the regular biennial local district election to be held on May 6, 2025, the election of directors; and

WHEREAS, a designated election official shall be appointed by the Board of Directors to be responsible for conducting the election.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Beebe Draw Farms Metropolitan District No. 1 of Weld County, State of Colorado:

1. That a regular election to be conducted by mail ballot be called and held within the District on Tuesday, the 6th day of May, 2025, at which election the electors shall vote for up to three (3) Directors;

2. That the terms of office for Catrena Rosentreader, Brenda Lewis, and Sharon Dillon shall expire following the regular election to be held on the 6th day of May, 2025, and there are zero vacancies on the Board;

3. That Robin A. Navant of Spencer Fane LLP is hereby appointed to serve as the Designated Election Official for the conduct of the election. The Designated Election Official is hereby granted the authority to undertake all reasonable actions that are necessary or convenient for the conduct of the election;

4. That the election shall be held and conducted in accordance with the Colorado Local Government Election Code, Article 13.5 of Title 1, C.R.S., as supplemented by Const. Colo. Art. X, Sec. 20, the Uniform Election Code of 1992 as amended, the applicable Current Rules and Regulations Governing Election Procedures of the Secretary of State of the state of Colorado, and Title 32, Article 1, Part 8, Colorado Revised Statutes, C.R.S. 32-1-305.5, and other relevant Colorado and federal law (collectively, hereafter all such law and rules shall be referred to as the

"Relevant Law");

5. That a nomination for Director to serve for any designated vacancy shall be made by written self-nomination and acceptance form or letter and filed with the Designated Election Official not less than sixty-seven (67) days prior to the date of said election and that an affidavit of intent to be a write-in candidate for Director to serve for any designated vacancy shall be filed with the Designated Election Official not less than sixty-four (64) days prior to the date of said election;

6. That pursuant to the provisions of Section 1-13.5-513, C.R.S., as amended, if the only matter before the eligible electors is the election of persons to office and if, at the close of business on the sixty-third day before the election or any time thereafter, there are not more candidates than offices to be filled at the election, including candidates filing affidavits of intent, the Designated Election Official is authorized and instructed to cancel the election and declare the candidates elected. If the election is canceled, the Board of Directors by delegation to the Designated Election Official herein shall: (a) provide notice by publication of the cancellation of the election; (b) post a copy of the published notice at each polling location within the District, at the office of the Designated Election Official, and at the office of the clerk and recorder for each county in which the District is located; and (c) file a copy of the published notice with the Division of Local Government. The Board of Directors shall notify the candidates that the election was canceled and that they were elected by acclamation. If the election is canceled, the canvass board will not meet, and the Designated Election Official shall note the cancellation on the Certificate of Election and shall indicate which candidates were elected by acclamation;

7. That no person will receive a ballot in this election unless the person is an eligible elector of the District, as defined in Section 32-1-103(5), Colorado Revised Statutes;

8. That the Designated Election Official shall file within 30 days after the election, the results of election, including the business address, the telephone number, and the name of the contact person of the District with the Division of Local Government. (C.R.S. 1-11-103(3), 32-1-104(1))

9. That should any part or provision of this Resolution be adjudged unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, it being the intention that the various provisions hereof are severable;

10. That all acts, orders, resolutions, or parts thereof, of the District that are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict;

11. That the provisions of this Resolution shall take effect immediately;

12. That all past actions taken by the District, its Board members individually and collectively, officers, agents, attorneys, and consultants directed toward the lawful conduct of the election were done in the best interests of the District and said actions are hereby ratified and confirmed as if originally taken with full authority.

13. That in the event of a conflict between this Resolution and Relevant Law, the Relevant Law shall control.

ADOPTED AND APPROVED this 13th day of November, 2024.

**BEEBE DRAW FARMS METROPOLITAN  
DISTRICT NO. 1**

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

ATTEST:

\_\_\_\_\_  
Secretary

**RESOLUTION BY THE BOARD OF DIRECTORS  
OF THE  
BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 1**

**RESOLUTION ADOPTING THE COLORADO SPECIAL DISTRICT RECORDS  
RETENTION SCHEDULE, APPOINTING AN OFFICIAL CUSTODIAN, AND  
ADOPTING POLICIES AND FEE SCHEDULE FOR THE HANDLING OF RECORD  
REQUESTS UNDER THE COLORADO OPEN RECORDS ACT (“CORA”)**

WHEREAS, the Beebe Draw Farms Metropolitan District No. 1 (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, the Board of Directors of the District (the “Board”) is responsible for the management, control and supervision of all business and affairs of the District and has the authority to appoint, hire, and retain agents; and the District is authorized pursuant to Colorado law to fix and from time to time to increase or decrease fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District; and

WHEREAS, the Board recognizes a need for a comprehensive records retention schedule for the District’s non-permanent records and the retention of those records that have long-term administrative, fiscal, and historical value; and

WHEREAS, the Board has determined that it is appropriate to designate an official custodian of the District’s records for the purpose of storing, maintaining, and protecting such records in accordance with state statute and to permit their inspection in an orderly and timely fashion; and

WHEREAS, pursuant to C.R.S. § 24-80-101 et seq., the Colorado State Archives has developed a statewide records retention schedule in cooperation with the Special District Association, the Colorado Attorney General’s Office, and the State Auditor’s Office for special districts and other governmental entities to use and follow; and

WHEREAS, the Board has determined that it is appropriate to adopt the model special district retention schedule unless modified by Section 4 below; and

WHEREAS, C.R.S. § 24-72-200.1 et seq., (Colorado Open Records Act or CORA) requires that public documents and records be made available upon request to members of the public unless protected by an exception and allows for public entities such as special districts to charge a reasonable fee for copying such documents and for any extra work that is required to research and retrieve requested documents; and

WHEREAS, the Board has determined that it is appropriate to adopt policies regarding CORA requests for documents and a fee schedule for the copying and retrieval of such documents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. The Board designates the Board Secretary or his/her designee as the Official Custodian of public records as such term is used in C.R.S. § 24-72-202. The Official Custodian is authorized to develop such procedures as may be reasonably required for the protection of such records. On behalf of the District, the Official Custodian may charge the maximum fees allowed by law for the development of a privilege log, copies, a printout or photograph, and such other services as are authorized by law.

The Board hereby sets a charge of \$41.37 per hour for research and retrieval of documents. The first hour of time spent on research and retrieval will be without charge.

Unless otherwise determined by the Board, all such fees and charges shall be increased or decreased for changes in the maximum rates allowed by law.

Section 2. The Official Custodian shall have the authority to designate such persons and/or organizations as it shall determine appropriate to perform any and all acts necessary to the maintenance, care, and keeping of the District's records. This may include, and shall not be limited to, the temporary, off-site storage of such records.

Section 3. The Board hereby adopts the 2008 Colorado Special District Records Retention Schedule ("Schedule") and all subsequent amendments, modifications, and revisions.

Section 4. Unless otherwise prescribed by Statute, all District records shall be retained in accordance with the Schedule and the Board authorizes the District Secretary or the Official Custodian to submit a request to the Colorado State Archivist to adopt the Schedule. Approval from the State Archivist is legal authority for the destruction and preservation of District records. This Schedule may be amended from time to time as required by the Official Custodian or by the State Archivist.

Section 5. All District records are public records and shall be available for public inspection as set forth in the District's Policy on Responding to Open Records Request outlined in **Attachment A** as may be amended from time to time by the Board, the Official Custodian or his or her designee, unless prohibited by the exceptions of Part 2 of Title 24, Article 72, C.R.S. Inspection shall be permitted during normal hours, Monday through Friday, except on holidays, at a time set by the Official Custodian.

Section 6. No person shall be permitted to inspect or copy any records of the District if, in the opinion of the Official Custodian after consultation with the District's general counsel, such inspection or copying would be prohibited by one or more exceptions set forth in the Colorado Open Records Act.

Section 7. Unless otherwise directed by the Board, by July 1 of every five-year period after July 1, 2024, the Official Custodian shall adjust the maximum hourly fee specified in this Resolution in accordance with the percentage change over the period of the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for Denver-Aurora-

Lakewood, All Items, All Urban Consumers, or its successor index as posted by the Director of Research of the Legislative Council on the website of the General Assembly.

Section 8. If any provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, it being the Board's intention the various provisions hereof are severable.

Section 9. All acts, orders, and resolutions or parts thereof of the District's Board which are inconsistent with or in conflict with this Resolution, are hereby repealed to the extent only of such consistency or conflict.

Section 10. The provisions of this Resolution shall take effect as of the date set forth below.

Approved and adopted this 13th day of November, 2024.

By: /s/ William Caldwell  
President

## ATTACHMENT A

### Policy on Responding to Open Records Request (Effective Upon Adoption of CORA Resolution)

The following are general policies concerning the release of records. Such policies may be amended from time to time. If a policy is determined to violate the Colorado Open Records Act, that provision shall be deemed void and unenforceable.

#### *Policies and Procedures*

1. **Public Records Open to Inspection.** All public records of the District shall be open for inspection at the times designated in the District's CORA Resolution unless prohibited by the provisions of CORA or policies adopted by the Board of Directors in conformance with CORA.

2. **Requirements.** Every request (a "Records Request" or "Request") by a party (the "Requesting Party" or "Party") to inspect and/or copy any District record (a "Record" or "Records") shall be submitted to the District's Official Custodian in writing and specify the requested information.

a. The Official Custodian will not accept a Records Request made over the telephone or via social media.

b. If not submitted to the Official Custodian, any District employee or Board Member who receives the Records Request may, but is not obligated to, send the Request to the Official Custodian. To assist the Official Custodian in responding to requests in a timely and complete manner, the Official Custodian may require records requests to be submitted on a form developed by the Official Custodian.

3. **Scope of Disclosure.**

a. The Official Custodian may only disclose Records in the Official Custodian's custody and control.

b. The Official Custodian does not need to create a new Record to comply with a Request.

c. If any question arises as to the propriety of fully complying with a Records Request, the Official Custodian will immediately forward the Request to the District's legal counsel.

d. After receiving the forwarded Request, the District's legal counsel will consult with the Official Custodian as to whether it may disclose the requested Records.



#### 4. **Form of Disclosure.**

a. A public record stored in a digital format that is neither searchable nor sortable will be provided in a digital format. The Official Custodian need not make such Record searchable or sortable before releasing the Record to the Requesting Party.

b. A Record stored in a digital format that is searchable and/or sortable will be provided in such digital format, unless (1) the public record is in a searchable or sortable format and producing the Record in the requested format would violate the terms of any copyright or licensing agreement between the District and a third party; (2) producing the Record would result in the release of a third party's proprietary information; (3) after making reasonable inquiries, it is not technologically or practically feasible to provide a copy of the Record in a searchable or sortable format; (4) if the Official Custodian would be required to purchase software or create additional programming functionality in its existing software to remove the information; or (5) the Official Custodian determines to provide the Record in a different format consistent with the provisions of CORA.

5. **Time and Cost Estimates; Deposit.** If a Records Request includes producible Records, the Official Custodian will estimate the time it will take to research, retrieve, and provide the requested Records as set out in Paragraph 8, and send the Requesting Party an estimate of the time and the amount of the required deposit (the "Deposit") as set out in Paragraph 5(a). The Official Custodian may require a Deposit at his or her discretion. The Requesting Party must approve the estimate and submit the Deposit before the Official Custodian will begin compiling the Records. The Requesting Party must pay the costs of the Request in full before the Official Custodian will provide the Records.

a. *Deposit.* A Deposit will equal 50% of the estimated costs of research and retrieval of the Requested Records.

6. **Time to Respond.** The Official Custodian will make every effort to respond to the Request within three working days as required by C.R.S. § 24-72-203(3)(b) after the Request is made or the estimate is approved and the Deposit is received, whichever is later. The three working days of response time begin on the first working day following receipt of the Request or approval of the estimate and receipt of the Deposit. A Request received on any non-working day will be considered as received the following working day. The District may add up to a seven additional working day extension of extenuating circumstances as described in C.R.S. § 24-72-203(3)(b). If an extension is required, the reasons will be given to the Requesting Party.

#### 7. **Abandoned Requests.**

a. If the Official Custodian attempts to contact a Requesting Party to clarify or discuss the scope of a Request and the Requesting Party does not respond within ten business days, the Request will be considered abandoned, and the Request will be

automatically closed. The Requesting Party will then be required to submit a new Records Request.

b. The Official Custodian will hold Records for no more than ten business days after the Requesting Party is notified that they are available for inspection or pick-up. Failure to pick up the Records within this time will be considered an abandoned Request, and the Request will be automatically closed.

**8. Fees.**

a. *Research and Retrieval Fee.* Research and retrieval of Requested Records will be charged a fee of \$41.37 per hour, including the development of a privilege log (if applicable), copies, a printout or photograph, and such other services as are authorized by law. The first hour of time spent for research and retrieval will be without charge.

b. *Copying Fee.* Physical copies of a Record may be provided at the cost of \$.25 per standard page. Copies, printouts, and photographs of a Record in a format other than a standard page will cost the actual cost of production.

**MINUTES OF A REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 1  
HELD  
JUNE 12, 2024**

A regular meeting of the Board of Directors (referred to hereafter as the “Board”) of the Beebe Draw Farms Metropolitan District No. 1 (referred to hereafter as the “District”) was convened on Wednesday, the 12<sup>th</sup> day of June 2024, at 6:00 P.M. This meeting was held at the Pelican Lake Ranch Community Facilities and Maintenance Building, 16494 Beebe Draw Farms Pkwy. Platteville, CO 80651 and via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

**Directors In Attendance Were:**

William Caldwell, President  
Brenda Lewis, Vice President  
Catrena Rosentreader, Secretary  
Cindy Billinger, Treasurer  
Sharon Dillon, Assistant Secretary

The Directors in attendance confirmed their qualifications to serve.

**Also In Attendance Were:**

Lisa Johnson, Shauna D’Amato and Terri Boroviak; CliftonLarsonAllen LLP  
Suzanne Meintzer;  
Todd Johnson; Terra Forma  
Bruce O’Donnell and Christine Hethcock – Beebe Draw Farms Metropolitan District No. 2 Board Members  
Carol Satersmoen, , MaryJo & Ed Farrell, Jeff Heely, Judy Tunis, Kent Lewis, Dave Miller, Patty Caldwell, Ken Rose, John and Kim Coleman, Gerry Tschirpke and other members of the public.

ADMINISTRATIVE  
MATTERS

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

The Board noted that a quorum was present and requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute and have been filed. Director Lewis disclosed that she is currently serving on the Property Owner’s Association.

**Call to Order and Agenda:** The meeting was called to order at 6:01 p.m. by Ms. Johnson. Following discussion, upon motion duly made by Director Billinger, seconded by Director Caldwell and, upon vote, unanimously carried, the Board approved the agenda, as presented.

**Quorum, Location of Meeting and Posting of Meeting Notices:** The Board confirmed a quorum, adequate location of the meeting and noted meeting notices were posted as required.

**Board Member to Serve on the Beebe Draw Farms Authority Board of Directors:** Following discussion, upon a motion duly made by Director Caldwell, seconded by Director Dillon and, upon vote, unanimously carried, the Board appointed Director Billinger to serve on the Beebe Draw Farms Authority Board of Directors for a two year term.

**PUBLIC COMMENT**

None.

**CONSENT AGENDA**

The Board considered the following items under the Consent Agenda:

- Approve Minutes from January 29, 2024 Special Board Meeting, March 7, 2024 Special Board Meeting and March 18, 2024 Special Board Meeting
- Ratify Approval of Payment of Claims Through the Period Ending June 5, 2024 Totaling \$36,352.98
- Acknowledge Filing of 2023 Audit Exemption Application

Upon a motion duly made by Director Caldwell, seconded by Director Billinger and, upon vote, unanimously carried, the Board approved and ratified approval for items under the Consent Agenda.

**FINANCIAL MATTERS**

**March 31, 2024 Unaudited Financial Statements:** Ms. Boroviak presented the financial statements to the Board. Following review, upon a motion duly made by Director Caldwell, seconded by Director Dillon and, upon vote, unanimously carried, the Board accepted the March 31, 2024 Unaudited Financial Statements, as presented.

**Public Hearing to Consider Amendment of 2023 Budget and Resolution to Amend the 2023 Budget:** The Board opened the public hearing to consider amendment of the 2023 Budget at 6:08 p.m. Ms. Boroviak reviewed the budget amendment with the Board.

It was noted that publication of Notice stating that the Board would consider amendment of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed at 6:10 p.m.

Following discussion, upon a motion duly made by Director Caldwell, seconded by Director Rosentreader and, upon vote, unanimously carried, the Board approved amending the 2023 Budget and adopted the Resolution to Amend the 2023 Budget.

LEGAL MATTERS

**Negotiations Committee Regarding Land Conveyance Matter:** The Negotiations Committee provided an update for the Board, noting that they are waiting for the appraisal of the land and the deadline for submission is by June 30th. Once the appraisal is obtained, they will bring it to the Board for further discussion.

**Executive Session Pursuant to C.R.S. Section 24-6-402(4)(b) and (e) to Receive Legal Advice and to Instruct Negotiators/Develop Negotiating Strategy Regarding the Land Conveyance Matter:** No Executive Session was needed.

MANAGER MATTERS

None.

OTHER MATTERS

None.

ADJOURNMENT

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

Respectfully submitted,

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

MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 1 (THE “DISTRICT”)  
HELD  
JULY 18, 2024

A special meeting of the Board of Directors of the Beebe Draw Farms Metropolitan District No. 1 (referred to hereafter as the “Board”) was convened on Thursday, July 18, 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 Caldwell, President  
Brenda Lewis, Vice-President  
Cindy Billinger, Treasurer  
Catrena Rosentreader, Secretary  
Sharon Dillon, Assistant Secretary/Treasurer

Also, In Attendance Were:

Lisa Johnson and Shauna D’Amato, CliftonLarsonAllen LLP (“CLA”)  
Ron Fano, Esq.; Spencer Fane LLP  
Patty Caldwell, Steven Street, Gerry Tschirpke, Sarah Hoover, Crystal Clark, John and Kim Colman, Kent Lewis, Kelley Trujillo, Michael Chase and other members of the public.

ADMINISTRATIVE MATTERS

**Disclosures of Potential Conflicts of Interest:**

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

The Board noted that a quorum was present and requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute and have been filed. Director Lewis disclosed that she is currently serving on the Property Owner’s Association.

**Call to Order and Agenda:**

The meeting was called to order at 6:00 p.m. by the Board. The Board reviewed the agenda for the meeting. Following discussion, upon a motion duly made by Director Caldwell, seconded by Director Rosentreader and, upon vote, unanimously carried, the Board

approved the Agenda, as presented.

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

Ms. Johnson confirmed the presence of a quorum, adequate location of the meeting and noted meeting notices were posted as required.

**LEGAL MATTERS**

**Executive Session pursuant to C.R.S. 24-6-402(4)(b) to Receive Legal Advice Regarding Potential Claims Related to Land Transfer to REI, and Pursuant to C.R.S. 24-6-402(4)(e) to Develop Negotiating Positions and Instruct the Land Transfer Negotiating Committee Regarding Settlement Discussions with REI:**

Upon a motion duly made by Director Caldwell, seconded by Director Rosentreader and, upon vote, unanimously carried, the Board entered into executive session at 6:04 p.m.

Upon a motion duly made by Director Dillon, seconded by Director Rosentreader and, upon vote, unanimously carried, the Board exited from executive session at 7:09 p.m.

The Board confirmed that no action will be taken and no public comments will be heard.

**OTHER BUSINESS**

None.

**ADJOURNMENT**

There being no further business to come before the Board at this time, upon a motion duly made by Director Caldwell, seconded by Director Billinger and, upon vote, unanimously carried, the meeting was adjourned at 7:13 p.m.

Respectfully submitted,

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

MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 1 (THE “DISTRICT”)  
HELD  
AUGUST 26, 2024

A special meeting of the Board of Directors of the Beebe Draw Farms Metropolitan District No. 1 (referred to hereafter as the “Board”) was convened on Monday, August 26, 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 Caldwell, President  
Brenda Lewis, Vice-President  
Cindy Billinger, Treasurer  
Catrena Rosentreader, Secretary

Also, In Attendance Were:

Lisa Johnson and Alex Clem, CliftonLarsonAllen LLP (“CLA”)  
Ron Fano, Esq.; Spencer Fane LLP  
Carol Satersmoen, Kim and John Coleman, Laura, Denise Carlton, Ed and Mary Jo Farrell,  
Kent Lewis, Mike Konkell, Ken Rose, Sara Hoover, Jim and Cindy Christianson, Gerry  
Tschirpke, Linda Cox, Crystal Clark and other members of the public.

ADMINISTRATIVE MATTERS

**Disclosures of Potential Conflicts of Interest:**

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

The Board noted that a quorum was present and requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute and have been filed. Director Lewis disclosed that she is currently serving on the Property Owner’s Association.

**Call to Order and Agenda:**

The meeting was called to order at 6:00 p.m. by the Board. The Board reviewed the agenda for the meeting. Following discussion, upon a motion duly made by Director Billinger, seconded by Director Caldwell and, upon vote, unanimously carried, the Board approved the Agenda, as amended.



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

Ms. Johnson confirmed the presence of a quorum, adequate location of the meeting and noted meeting notices were posted as required.

**Resignation of Director Dillon and Appointment of Director to the Authority:**

The Board acknowledged the resignation of Sharon Dillon from the Board. Following discussion, upon a motion duly made by Director Lewis, seconded by Director Billinger and, upon vote, unanimously carried, the Board appointed Director Caldwell to the Board of Directors of Beebe Draw Farms Authority (“Authority”). The Board and residents expressed gratitude to Director Dillon for the time and effort she contributed to the District and Authority.

**LEGAL MATTERS**

**Executive Session pursuant to C.R.S. 24-6-402(4)(b) to Receive Legal Advice Regarding Potential Claims Related to Land Transfer to REI, and Pursuant to C.R.S. 24-6-402(4)(e) to Develop Negotiating Positions and Instruct the Land Transfer Negotiating Committee Regarding Settlement Discussions with REI:**

Upon a motion duly made by Director Caldwell, seconded by Director Lewis and, upon vote, unanimously carried, the Board entered into executive session at 6:10 p.m.

Upon a motion duly made by Director Rosentreder, seconded by Director Billinger and, upon vote, unanimously carried, the Board exited from executive session at 7:20 p.m.

No action was taken.

**Tolling Agreement between the District, Beebe Draw Farms Metropolitan District No. 2 and the Authority:**

Following review and discussion, upon a motion duly made by Director Billinger, seconded by Director Caldwell and, upon vote, unanimously carried, the Board approved the tolling agreement between the District, Beebe Draw Farms Metropolitan District No. 2 and the Authority.

**OTHER BUSINESS**

None.

**ADJOURNMENT**

There being no further business to come before the Board at this time, upon a motion duly made by Director Billinger, seconded by Director Lewis and, upon vote, unanimously

carried, the meeting was adjourned at 7:20 p.m.

Respectfully submitted,

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



RON FANO  
DIRECT DIAL: 303-839-3820  
rfano@spencerfane.com

August 27, 2024

Beebe Draw Farms Metropolitan District No. 1  
ATTN: Lisa Johnson, District Manager  
lisa.johnson@claconnect.com

**Re: Opinion Concerning Executive Session Held August 26, 2024**

Dear Lisa:

In my opinion, the executive session that occurred during the Beebe Draw Farms Metropolitan District No. 1 special Board meeting that I attended via Microsoft Teams on August 26, 2024 concerning potential settlement of claims related to the transfer of property from the Beebe Draw Farms Authority to REI, LLC was properly announced and was a privileged attorney-client communication. Therefore, no record or electronic recording of the executive session was required pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Sincerely,

SPENCER FANE LLP

A handwritten signature in blue ink, appearing to read "R. Fano", written over a printed name.

Ronald L. Fano

**Beebe Draw Farms Metro District No. 1**  
**Claims Paid**  
**June 5th, 2024 through November 8th, 2024**

<b>Process Date</b>	<b>Vendor</b>	<b>Invoice Number</b>	<b>Payment Method</b>	<b>Amount</b>
6/10/2024	CliftonLarsonAllen LLP	L241309688	BILL EFT	\$ 565.86
6/10/2024	CliftonLarsonAllen LLP	L241277618	BILL EFT	8,521.32
7/11/2024	CliftonLarsonAllen LLP	L241380184	BILL EFT	1,237.00
7/31/2024	CliftonLarsonAllen LLP	L241400007	BILL EFT	715.05
7/31/2024	CliftonLarsonAllen LLP	L241458018	BILL EFT	1,862.00
7/31/2024	CliftonLarsonAllen LLP	L241392467	BILL EFT	747.93
8/28/2024	CliftonLarsonAllen LLP	L241478607	BILL EFT	1,384.63
10/1/2024	CliftonLarsonAllen LLP	L241555859	BILL EFT	1,671.82
11/7/2024	CliftonLarsonAllen LLP	L241577760	BILL EFT	2,498.50
11/7/2024	CliftonLarsonAllen LLP	L241633166	BILL EFT	1,701.00
11/7/2024	CliftonLarsonAllen LLP	L241619580	BILL EFT	5,906.00
6/10/2024	Spencer Fane LLP	1279330	BILL Check	4,271.47
7/11/2024	Spencer Fane LLP	1288337	BILL Check	5,258.00
7/31/2024	Spencer Fane LLP	1297934	BILL Check	1,258.96
8/28/2024	Spencer Fane LLP	1306520	BILL Check	1,270.28
10/1/2024	Spencer Fane LLP	1315956	BILL Check	2,759.31
11/7/2024	Spencer Fane LLP	1324942	BILL Check	1,960.00
<b>Grand Total</b>				<b>\$ 43,589.13</b>



## ICENOGL SEAVR POGUE

### MEMORANDUM

**TO:** Board of Directors, Managers, and other District Representatives

**FROM:** Icenogle Seaver Pogue, P.C.

**DATE:** July 15, 2024

**RE:** Summary of 2024 Legislation

### INTRODUCTION

The Second Regular Session of the Seventy-Fourth General Assembly (“General Assembly”) of the State of Colorado (the “State”) convened on January 10, 2024 and adjourned on May 8, 2024. This memorandum summarizes certain bills enacted into law and regulations promulgated in 2024 that may impact special districts, either directly or indirectly. This memorandum does not address every new law or regulation or every nuance of the laws and regulations that are included; therefore, the Colorado Revised Statutes (“C.R.S.”) and legal counsel should be consulted for the complete statutory requirements of the legislation discussed herein and laws impacting special districts.

### WEBSITE ACCESSIBILITY

#### **Grace Period Noncompliance Digital Accessibility**

**HB 24-1454**

House Bill (“HB”) 21-1110 (as amended by Senate Bill (“SB”) 23-244) required the Colorado Office of Information Technology (“OIT”) to promulgate rules regarding information technology systems accessibility standards by July 1, 2024, after which public entities are liable for discrimination claims.<sup>1</sup> HB 24-1454 permits a one-year grace period (to July 1, 2025) from liability if the noncompliant public entity demonstrates good faith efforts toward compliance with the OIT accessibility standards or makes good faith efforts toward resolution of a complaint of noncompliance. “Good faith efforts”<sup>2</sup> must include the following:

- Creation of a progress report demonstrating concrete and specific efforts toward compliance on the entity’s or agency’s front-facing web pages;

<sup>1</sup> For additional information regarding the OIT’s Rules Establishing Technology Accessibility Standards, see our memorandum on this issue dated March 25, 2024.

<sup>2</sup> If a civil action is filed and a public entity alleges that it has made a good faith effort towards compliance, the court shall determine whether a good faith effort was made based on a preponderance of the evidence.

- updating the progress report on a quarterly basis; and
- creating a clear, easy-to-find process for requesting redress for inaccessible digital products including contact options that are not dependent on web access or digital accessibility and are prominently displayed on all front-facing web pages.

HB 24-1454 took effect on May 24, 2024 and will be automatically repealed on July 1, 2025.

## **SPECIAL DISTRICTS**

### **Metropolitan District Covenant Enforcement Policy**

**HB 24-1267**

HB 24-1267 requires the board of directors of a metropolitan district that provides covenant enforcement and design review services to adopt a written policy that governs the imposition of fines and establishes procedures for imposing the same, including notice and an opportunity to be heard, and establishing procedures for disputes between the metropolitan district and a unit owner by January 1, 2025. The policy must be posted to the metropolitan district's website if the metropolitan district is required to maintain one.

In addition, HB 24-1267 provides, among other things, that the metropolitan district cannot foreclose on a lien based on the unit owner's delinquent payment of rates, fees, tolls, fines, penalties, or charges or charge a unit owner for court costs or attorney fees when a court determines an owner did not commit the alleged violation. Additionally, a metropolitan district may not prohibit the owner or occupant of a unit from displaying flags and signs, parking an emergency response vehicle in a driveway, removing vegetation for fire mitigation, making reasonable modifications for individuals with disabilities, utilizing certain drought-tolerant vegetation or rain barrels, and installing certain energy efficient devices. The bill also prohibits a metropolitan district from seeking to enforce the terms of a building restriction (which term is undefined) or to compel the removal of any building or improvement because of a violation of the terms of the building restrictions unless the action is commenced within one (1) year after the date that the metropolitan district knew or should have known of the violation. HB 24-1267 permits a metropolitan district to adopt a resolution to have delinquent amounts certified to the county treasurer for collection in the same manner as taxes are collected.

HB 24-1267 will take effect on August 7, 2024, assuming no referendum petition is filed. Metropolitan districts that provide covenant enforcement and design review services should expect to adopt a formal policy, in coordination with legal counsel, by no later than January 1, 2025.

### **Prohibit Landscaping Practices for Water Conservation**

**SB 24-005**

SB 24-005 prohibits local entities,<sup>3</sup> including special districts, from installing, planting, or placing nonfunctional turf, artificial turf, or invasive plant species (collectively, "turf") as part of a new

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<sup>3</sup> "Local entity" is defined as a "home rule or statutory city, county, city and county, territorial charter city, or town; special district; and metropolitan district."

development or redevelopment project on applicable property<sup>4</sup> beginning on January 1, 2026. On or before January 1, 2026, local entities must enact or amend ordinances, resolutions, regulations, or other laws in accordance with this prohibition. Finally, SB 24-005 provides that any turf installed prior to January 1, 2026 may continue to be maintained by a local entity. SB 24-005 will take effect on August 7, 2024, assuming no referendum petition is filed.

### **Restrictions on Tap Fees**

**HB 24-1463**

HB 24-1463 provides that within thirty (30) days of receiving a written request from any local government<sup>5</sup> within the boundaries of which the special district operates or partly operates, a special district must provide the rate schedule for tap fees, system development fees, and other fees and charges that contemplate future water or sanitation system usage (the “Fees”). In addition, upon request, the local government shall provide any professional analyses and a detailed written justification of the costs and methodologies used to calculate Fees. HB 24-1463 will take effect on August 7, 2024, assuming no referendum petition is filed.

## **TAXATION & OTHER FINANCING**

### **Update Local Government Sales & Use Tax Collection**

**SB 24-025**

SB 24-025 revises State laws that govern State administration of local sales or use tax, including those collected by special districts. Among other things, SB 24-025 requires that the executive director of the Department of Revenue (“DOR”) collect, administer, enforce, and distribute sales or use tax imposed by local governments, including special districts, in the same manner as the collection, administration, and enforcement of State sales and use tax. In addition, SB 24-025 allows local governments to allow retailers to retain a percentage of the amount remitted to cover the retailer’s expenses in collecting the tax. SB 24-025 will take effect on July 1, 2025, unless a referendum petition is filed by August 7, 2024.

### **Property Tax**

**SB 24-233**

SB 24-233<sup>6</sup> can be broken into three key components: 1) establishing a property tax revenue limitation for local governments, 2) reducing assessment rates for both residential and commercial property, and 3) providing State reimbursement to local governments that lost property tax revenue from such changes.

<sup>4</sup> “Applicable property” is defined as commercial, institutional, industrial property, common interest community property, rights-of-way, parking lots, medians, or transportation corridors. Residential properties are specifically excluded from the meaning of applicable property.

<sup>5</sup> “Local government” is defined as a home rule or statutory county, city and county, or municipality.

<sup>6</sup> At the outset, it should be noted that SB 24-233 will only go into effect if neither Initiative 50 nor Initiative 108 (discussed below) pass in the November 2024 election. Should either initiative pass in the November 2024 election, this bill will not become effective.

## 1. Property Tax Revenue Limitations for Local Governments

Beginning with the 2025 property tax year (collection year 2026), SB 24-233 limits property tax revenue growth for local governments.<sup>7</sup> The limit is equal to the level of the local government's base year property tax revenue, plus any reimbursements received by the State for that year, grown annually by 5.5% from the base year.<sup>8</sup> However, SB 24-233 excludes certain revenue from the calculation of the property tax revenue limit including, but not limited to, (1) revenue resulting from assessed value attributable to new construction and personal property, newly included property, formerly exempt federal property that becomes taxable, refunds and abatements by local governments during a reassessment cycle, oil and gas production, and revenues previously diverted for tax increment financing; and (2) revenue for the payment of bonds outstanding as of the effective date of the bill and interest thereon, contractual obligations approved by voters as of the effective date of the bill, and bonds or other contractual obligations issued with existing voted authorization. Beginning in 2025, revenue from voter-approved mill levy increases is also excluded. *It should be noted that any special district that has previously received voter approval for the waiver of the 5.5% statutory limitation and TABOR expenditure limitations are now subject to the above limitation.*

In addition, SB 24-233 requires that a local government either enact a temporary property tax credit or temporarily reduce its mill levy in order to meet the limitations of SB 24-233, and neither action shall change the underlying mill levy imposed by the local government and does not require prior voter approval. Pursuant to SB 24-233, revenues collected in excess of the above limitation must be refunded. SB 24-233 allows local governments to (1) waive the limit for a single property tax year,<sup>9</sup> a specified number of years, or for all future tax years with advance voter approval; and (2) seek voter authorization to (a) increase the total number of mills levied, or (b) allow a floating mill levy up to the property tax limit, so long as voter authorization for (a) and (b) are obtained after the effective date of SB 24-233.

## 2. Property Tax Assessment Rates and Reductions

SB 24-233 lowers assessment rates and extends value reductions for the 2024 property tax year (collection year 2025). For the 2024 tax year, SB 24-233 carries over the temporary assessment

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<sup>7</sup> "Local government entity" for this portion of the bill means a governmental entity authorized to impose ad valorem taxes on taxable property within its territorial limits; however, school districts, home-rule jurisdictions, and local governments whose revenue is already limited by TABOR's collection, retention, and spending limits or by the 5.5% revenue limit are specifically excluded.

<sup>8</sup> "Base year" is defined as 1) "[f]or a local government entity that had a qualified property tax revenue for the property tax year commencing on January 1, 2023, the local governmental entity's qualified property tax revenue for the property tax year commencing on January 1, 2023, plus any money that the local governmental entity received pursuant to Section 39-3-210," C.R.S.; or 2) "[f]or a local governmental entity that did not have qualified property tax revenue for the property tax year commencing on January 1, 2023, the local governmental entity's qualified property tax revenue for the first year that the local governmental entity had property tax revenue." In addition, for local governmental entities that have temporarily waived the property limit, the local governmental entity's qualified property tax revenue for the most recent property tax year for which the local governmental entity temporarily waived the property tax limit serves as the base year.

<sup>9</sup> The base year for calculation of the 5.5% growth limit is based off the year when the waiver last applied.



rates and actual value reductions from the 2023 property tax year (collection year 2024). This includes a 6.7% assessment rate applied to the actual value of the property minus \$55,000 or the amount that reduces assessed value to \$1,000 for residential real property.

In addition, beginning in the 2025 property tax year, SB 24-233 creates two assessed values for each residential property: one that is used for mill levies assessed by school districts,<sup>10</sup> and one that is used for all other local government entities.<sup>11</sup> For local governments for property tax year 2025, SB 24-233 reduces the assessment rate for all residential property to 6.4% applied to the actual value of the property. For property year 2026, the residential assessment rate is 6.95% applied to the actual value of the property minus the lesser of (a) 10% of the actual value, or (b) \$70,000. Finally, beginning with the 2027 property tax year, the \$70,000 maximum is increased annually by inflation in the first year of each subsequent reassessment cycle.

**SB24-233 (Concerning Property Tax) – Overview for Non-School Local Governments**

	PTY* 2024	PTY 2025	PTY 2026	PTY 2027	PTY 2028
<b>Property Tax Limit</b>	No new limit	5.5%	5.5%	5.5%	5.5%
<b>Residential AR**</b>	6.7%	6.4%	6.95%	6.95%	6.95%
<b>Homestead Exemption from Actual Value</b>	\$55K	10% of first \$700K***	10% of first \$700K***	10% of first \$700K***	10% of first \$700K***
<b>Non-Residential AR**</b>	27.9%	27%	25%	25%	25%
<b>Commercial Exemption from Actual Value</b>	\$30K of actual value				

\* Revenues are collected in the year following the Property Tax Year (PTY) – eg. PTY 2024 is collected in 2025

\*\* Assessment Rate (AR)

\*\*\*The Homestead Exemption is adjusted by inflation/CPI starting in PTY 2025

Source: Special District Association, 2024 Legislative Summary (July 2024)

### 3. State Reimbursements

Finally, SB 24-233 establishes a process by which local governments can be reimbursed by the State for revenue lost pursuant to the reductions in assessed value in the 2024 property tax year only. Reimbursements shall be based on the decline in assessed value multiplied by the local government’s 2022 mill levy, less mills for bonds and contractual obligations. In order to qualify for State reimbursement, the change in assessed value from the 2022 property tax year to the 2024 property tax year must be negative. If there is insufficient State funding to fully backfill the eligible local governments, the backfill will be proportionately reduced.

<sup>10</sup> For purposes of this memorandum, details regarding school district assessment rates have been excluded.

<sup>11</sup> “Local government entity” for the purpose of this portion of the bill means a governmental entity authorized by law to impose ad valorem taxes on taxable property located within its territorial limits but excepting school districts. “Local government entity” does not include local governments that are subject to and have not received voter approval to exceed the 5.5% limitation of Section 29-1-301, C.R.S. nor entities that have not received voter approval to collect, retain, and spend without regard to TABOR.

SB 24-233 was signed into law by the Governor on May 14, 2024 and takes effect upon the Governor's proclamation of the results of the 2024 General Election only if voters do not approve ballot measures that either reduce valuations for assessment and/or require voter approval for retaining property tax revenue that exceeds a limit, as briefly discussed below.

*Initiative 50 and Initiative 108*

Initiative 50, which is qualified to appear on the November 2024 ballot, seeks to amend the Colorado Constitution<sup>12</sup> by imposing a 4% annual cap on total statewide property tax revenues. Any revenue received in excess of the 4% cap would require statewide advance voter approval to be retained.

Initiative 108, which is not yet qualified to appear on the November 2024 ballot, seeks to amend Colorado Revised Statutes<sup>13</sup> by reducing the residential assessment rate to 5.7% and non-residential assessment rate to 24%. Initiative 108 would require State backfill of revenue loss to local governments as a result of this measure.

Should either Initiative 50 or Initiative 108 be approved by voters at the November 2024 election, SB 24-233 will not take effect.

**Tax Rate Information to Real Property Owners**

**HB 24-1302**

HB 24-1302 requires taxing authorities, including special districts, to submit certain information about each mill levy they impose with their annual certification of levies starting with the 2024 property tax year (fiscal year 2025).

The required information includes:<sup>14</sup>

1. The rate of the levy;
2. The prior year levy and revenue collected from the levy;
3. The maximum levy that may be levied without further voter approval;
4. The allowable annual growth in revenue collected from the levy;
5. The actual growth in revenue collected from the levy over the prior year;
6. Whether revenue from the levy is allowed to be retained and spent as a voter-approved revenue change under TABOR;
7. Whether revenue from the levy is subject to the statutory 5.5% local revenue growth limit;
8. Whether revenue from the levy is subject to any other limit;
9. Whether the levy must be adjusted, or whether a mill levy credit must be allowed, to collect a certain amount of revenue for the tax year and, if applicable, that amount of revenue; and

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<sup>12</sup> Requires 55% approval to pass.

<sup>13</sup> Requires 50% approval to pass.

<sup>14</sup> Counties are required to ensure that such information is publicly available beginning January 1, 2026. From December 31, 2024 through December 31, 2025, counties must ensure the information is available upon request.

10. Any other information determined necessary by the Department of Local Affairs (“DOLA”).

On or before September 1, 2024, DOLA is required to determine the process by which taxing authorities, including special districts, will provide the above information.

Finally, under current law, county assessors are required to include an estimate of taxes owed with the notice of valuation that is sent annually to each property owner. HB 24-1302 removes this requirement.

HB 24-1302 took effect on June 3, 2024.

### **Senior Primary Residence Property Tax Reduction**

**SB 24-111**

SB 24-111 establishes a new subclass of residential property called “qualified-senior primary residence real property.” For the 2025 and 2026 property tax years, SB 24-111 reduces the assessed value of owner-occupied senior primary residences for those who previously qualified for the senior homestead tax exemption in 2020 or later years but have since relocated. The actual value of the property is adjusted to 50% of the first \$200,000 or the amount that causes the valuation or assessment to be \$1,000. SB 24-111 requires that revenue lost by local governmental entities, including special districts, be reimbursed by the State. SB 24-111 will take effect on August 7, 2024, assuming no referendum petition is filed.

### **County Revitalization Authorities**

**HB 24-1172**

HB 24-1172 allows counties to create county revitalization authorities (“CRAs”) to promote economic revitalization in unincorporated areas of the State. CRAs may use resources such as tax increment financing and private financing to conduct revitalization projects according to approved plans. Plans must be reviewed by county planning commissions, are subject to statutory notice provisions, and the public decision-making process. HB 24-1172 outlines the requirements for counties choosing to create and administer a CRA. Under HB 24-1172, special districts have the option to request to join a CRA and participate in the revitalization effort. HB 24-1172 will take effect on August 7, 2024, assuming no referendum petition is filed.

## **ELECTIONS**

### **Modifications to Laws Regarding Elections**

**SB 24-210**

SB 24-210 contains various additions, amendments, and repeals regarding Colorado’s election laws. Many sections of this bill do not apply to special districts; however, the bill includes the following changes, which may affect special district elections:<sup>15</sup>

<sup>15</sup> It should be noted that other elements of SB 24-210 may apply to elections coordinated by the county.

- Section 39 specifies the conditions under which an elector may request a replacement ballot from the designated election official and modifies the time by which an elector must submit that request to remove the requirement that it be made before 5:00 p.m. on Election Day.
- Section 41 eliminates a requirement from Section 1-10.5-104, C.R.S. that the designated election official order a recount no later than 25 days after the election if it appears that a recount is required for any office, ballot question, or ballot issue. Section 1-13.5-1306, C.R.S. still contains recount requirements for the Colorado Local Government Election Code.
- Section 49 prohibits a natural person who is not a citizen of the United States, a foreign government, or a foreign corporation from making a direct ballot issue or ballot question expenditure in the State.

The foregoing provisions of SB 24-210 took effect on June 1, 2024.

## **EMPLOYMENT**

### **Public Employees’ Workplace Protection**

**SB 24-232**

SB 24-232 clarifies definitions in the Protection for Public Workers Act, which was adopted by SB 23-111. It clarifies that “protected, concerted activity for the purpose of mutual aid or protection” does not include the right or obligation to recognize or negotiate a collective bargaining agreement and does not include certain activities of confidential or managerial public employees. It further clarifies that public employers (which includes special districts) may limit the rights of an employee to the extent necessary to maintain the nonpartisan role of the employer’s nonpartisan legislative, judicial, or election-related staff. SB 24-232 also clarifies that activity by a public employee that results in a material disruption of a public employee’s duties, the public employer’s operations, or the delivery of public services is not a protected activity; provided, disagreement with the content of a viewpoint expressed or a strike does not constitute a material disruption. In addition, SB 24-232 modifies the applicability of a public employer's authority to limit the rights of public employees in certain circumstances. SB 24-232 will take effect on August 7, 2024, assuming no referendum petition is filed.

### **Safer Youth Sports**

**SB 24-113**

SB 24-113 establishes requirements for nonprofit and for-profit youth sports organizations as well as local governments providing youth athletic activities. It requires local governments,<sup>16</sup> including special districts, perform a criminal history record check prior to employing a person as a coach of a youth athletic activity. Any person who has been convicted of, pled nolo contendere to, or have a deferred sentence or prosecution for felony child abuse or felony unlawful sexual behavior, including a comparable offense committed in another state, is disqualified from acting as a coach of a youth athletic activity.

<sup>16</sup> “Local government” has the same meaning as set forth in Section 29-1-102, C.R.S. This includes, but is not limited to, authorities, counties, municipalities, and special districts.

In addition, local governments must make available a prohibited conduct policy relating to youth athletic activities,<sup>17</sup> including (1) a list of prohibited conduct by coaches, parents, spectators, and athletes; (2) a mandatory reporting policy for adults who have knowledge of an act of prohibited conduct; and (3) a code of conduct for parents, spectators, coaches, and athletes to follow, which may be the model code of conduct policy made available by the Department of Early Childhood.

SB 24-113 will take effect on August 7, 2024, assuming no referendum petition is filed.

## **MISCELLANEOUS<sup>18</sup>**

### **Concerning Prohibiting Restrictions on the Use of Fire-Hardened Building Materials in Residential Real Property HB 24-1091**

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HB 24-1091 prohibits property transfer instruments (*e.g.*, deeds or contracts), homeowner association bylaws, and declarations from restricting the installation, use, or maintenance of fire-hardened building materials in residential property. Existing provisions that violate this prohibition are void and unenforceable as of March 12, 2024. HB 24-1091 took effect on March 12, 2024.

### **Discrimination in Places of Public Accommodation HB 24-1124**

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Under current law, any person who discriminates in places of public accommodation is subject to a fine of not less than fifty dollars (\$50) nor more than five hundred dollars (\$500). HB 24-1124 increases the fine amount to three thousand five hundred dollars (\$3,500) for each violation. HB 24-1124 will take effect on August 7, 2024, assuming no referendum petition is filed.

### **Hold Harmless for Error in GIS Database Data SB 24-023**

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SB 24-023 establishes that any vendor relying on the DOR’s GIS database to determine the tax rate and which local tax jurisdictions<sup>19</sup> are owed sales and use tax is held harmless in an audit by the State or any local taxing jurisdiction for an underpayment of tax, charge, or fee liability that results solely from an error or omission in the GIS database. To be held harmless, the vendor must collect and produce certain documentation to demonstrate proper system use. SB 24-023 applies to audits commenced by local taxing jurisdictions, directly or by contractors, on or after April 19, 2024.

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<sup>17</sup> “Youth athletic activity” means “an organized athletic activity in which the majority of the participants are less than eighteen years of age and are engaging in an organized athletic game, competition, or training program.”

<sup>18</sup> It should be noted that all bills affecting homeowners associations are not included for purposes of this memorandum and there may be other bills not otherwise mentioned here. Please contact legal counsel for more information regarding homeowners association bills.

<sup>19</sup> “Local Taxing Jurisdiction” means “a city, town, municipality, county, special district, or authority authorized to levy a sales or use tax pursuant to title 24, 25, 29, 30, 31, 32, 37, 42, or 43, and any county, city and county, or municipality governed by a home rule charter that uses the electronic sales and use tax simplification system.”

## **Towing Carrier Regulation**

**HB 24-1051**

HB 24-1051 imposes additional limitations and obligations on towing companies and owners of private property that must be followed prior to the nonconsensual towing of a vehicle from private property. Because HB 24-1051 applies to private property, there is likely no impact on most special districts. However, private property is not defined for purposes of HB 24-1051, and some special districts may be providing covenant enforcement on property that is privately owned. As such, special districts that are or may in the future engage in towing are encouraged to discuss this bill and other legal considerations related to towing with legal counsel. HB 24-1051 will take effect on August 7, 2024, assuming no referendum petition is filed.

## **Local Government Utility Relocation in Right-Of-Way**

**HB 24-1266**

SB 24-1266 focuses on coordination between “local governments”<sup>20</sup> and utility providers for utility relocation work<sup>21</sup> required for road improvement projects<sup>22</sup> and establishes guidelines for notifications from local governments. SB 24-1266 broadly defines “public roadway” as property controlled by a local government that is acquired, dedicated, or reserved for the construction, operation, and maintenance of a street or public highway and that is open to public travel, or any other public highway established by law.

Although SB 24-1266 does not specifically implicate special districts, these requirements may come into play if there is engagement in a roadway improvement project that requires relocation of utility facilities with an affected local government. SB 24-1266 will take effect on August 7, 2024, assuming no referendum petition is filed, and will apply to relocation work commenced on or after the effective date.

## **Prohibiting Carrying Firearms in Sensitive Spaces**

**SB 24-131**

SB 24-131 prohibits, with limited exceptions, the carrying of firearms in government buildings (including the property, offices, and adjacent parking lots) of the general assembly, local government governing bodies,<sup>23</sup> and courthouses). In addition, SB 24-131 permits a local

<sup>20</sup> “Local government” is defined to include a statutory or home rule county, city and county, municipality, or town, excluding a local government that has granted a franchise to a utility company pursuant to Section 31-32-101 or article XX of the Colorado constitution.

<sup>21</sup> This includes “private project relocation” work including a construction or reconstruction project for the adjustment, expansion, or realignment of a public roadway or public right-of-way that 1) requires the removal, relocation, or alteration of a utility, 2) is necessary to facilitate the development of private property, and 3) is required by reason of a local government zoning, approval, or other land use regulation permitting requirement.

<sup>22</sup> “Road improvement project” means “any construction or reconstruction project for the adjustment, expansion, or realignment of a public roadway or public right-of-way, including but not limited to maintenance, replacement, bridge, culvert, or traffic signal projects” (not for projects under the control of CDOT).

<sup>23</sup> This includes the property or within any building in which the (1) chambers of a local government’s governing body are located; (2) meeting of a local government’s governing body is being conducted; or (3) official office of any

government,<sup>24</sup> including special districts, to enact an ordinance, regulation, or other law allowing a person to carry a firearm at any of the applicable locations. SB 24-131 took effect on July 1, 2024.

**Emission Reduction Requirements for Lawn and Garden Equipment**

**Regulation No. 29**

In February 2024, the Air Quality Commission adopted Regulation No. 29 to reduce air pollution from gas-powered lawn and garden equipment. Regulation No. 29 prohibits local governments, including special districts and their contractors, from using certain gas-powered push and held-held lawn and garden equipment with an internal combustion engine smaller than 7 kW (10 horsepower) between June 1 and August 31 of each year in the ozone nonattainment area<sup>25</sup> beginning June 1, 2025.

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elected member of a local government’s governing body or of the chief executive officer of a local government is located.

<sup>24</sup> “Local government” is defined as “any city, county, city and county, special district, or other political subdivision of this state, or any department, agency, or instrumentality thereof.”

<sup>25</sup> The current “ozone nonattainment areas” designated by the Air Quality Control Commission and approved by the U.S. Environmental Protection Agency are Adams County, Arapahoe County, Boulder County, Broomfield County, Denver County, Douglas County, Jefferson County, Weld County, and a portion of Larimer County.

**RESOLUTION TO AMEND 2024 BUDGET  
BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 1**

WHEREAS, the Board of Directors of the Beebe Draw Farms Metropolitan District No. 1 appropriated funds for the fiscal year 2024 as follows:

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

; and

WHEREAS, the necessity has arisen for additional expenditures or appropriations requiring the expenditure of funds in excess of those appropriated for the fiscal year 2024; and

WHEREAS, the expenditures are a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, the necessity has arisen for additional appropriations and expenditures of funds as reflected by satisfactory evidence presented to and accepted by the Board of Directors at this meeting and set out in the amended budget attached hereto as **Exhibit A**; and

WHEREAS, funds are available for such expenditures from revenue funds available to the District; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget amendment was available for inspection by the public at a designated public office, a public hearing was held on November 13, 2024, and interested electors were given the opportunity to file or register any objections to said proposed budget amendment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Beebe Draw Farms Metropolitan District No. 1 shall and hereby does amend the budget for the fiscal year 2024 as follows:

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

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the above-referenced Fund(s) for the purposes stated in **Exhibit A** and, if applicable, that such action of the Board is hereby ratified and approved *nunc pro tunc* as of the date of the actual expenditures.

*[remainder of page intentionally left blank; signature page follows]*



ADOPTED this 13<sup>th</sup> day of November, 2024.

BEEBE DRAW FARMS METROPOLITAN  
DISTRICT NO. 1

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

ATTEST:

\_\_\_\_\_  
Secretary

**EXHIBIT A**

**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	<u>\$ 11,536</u>	<u>\$ 37,125</u>	<u>\$ 43,584</u>	<u>\$ 21,948</u>	<u>\$ 23,798</u>
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>

No assurance provided. See summary of significant assumptions

**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.**

**RESOLUTION**  
**TO ADOPT 2025 BUDGET, APPROPRIATE SUMS OF MONEY,**  
**AND AUTHORIZE THE CERTIFICATION OF THE TAX LEVY**  
**BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 1**

A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES FOR EACH FUND, ADOPTING A BUDGET, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2025 TO HELP DEFRAY THE COSTS OF GOVERNMENT, AND APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 1, 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 of the Beebe Draw Farms Metropolitan District No. 1 has authorized its consultants to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget has been submitted to the Board of Directors of the District for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was available for inspection by the public at a designated public office, a public hearing was held on November 13, 2024 and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves or fund balances so that the budget remains in balance, as required by law; and

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$\_\_\_\_\_; and

WHEREAS, the Board of Directors finds that it is required to temporarily lower the operating mill levy to render a refund for \$\_\_\_\_\_; and

WHEREAS, the amount of money necessary to balance the budget for voter-approved bonds and interest is \$\_\_\_\_\_; and

WHEREAS, the amount of money necessary to balance the budget for contractual obligation purposes from property tax revenue as approved by voters from property tax revenue is \$\_\_\_\_\_; and

WHEREAS, the amount of money necessary to balance the budget for capital expenditure purposes from property tax revenue as approved by voters or at public hearing is \$\_\_\_\_\_; and

WHEREAS, the amount of money necessary to balance the budget for refunds/abatements is \$\_\_\_\_\_; and

WHEREAS, the 2024 valuation for assessment for the District as certified by the County Assessor of Weld is \$\_\_\_\_\_; and

WHEREAS, at an election held on November 3, 1998, the District has eliminated the revenue and expenditure limitations imposed on governmental entities by Article X, Section 20 of the Colorado Constitution and Section 29-1-301, C.R.S., as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 1 OF WELD COUNTY, COLORADO:

Section 1. Adoption of Budget. That the budget as submitted, and attached hereto and incorporated herein by this reference, and if amended, then as amended, is hereby approved and adopted as the budget of the Beebe Draw Farms Metropolitan District No. 1 for calendar year 2025.

Section 2. Budget Revenues. That the estimated revenues for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 3. Budget Expenditures. That the estimated expenditures for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 4. Levy of General Property Taxes. That the Board of Directors does hereby certify the levy of general property taxes for collection in 2025 as follows:

A. Levy for General Operating and Other Expenses. That for the purposes of meeting all general operating expense of the District during the 2025 budget year, there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2024.

B. Temporary Tax Credit or Rate Reduction. That pursuant to Section 39-1-111.5, C.R.S. for the purposes of effect of a refund for the purposes set forth in Section 20 of Article X of the Colorado Constitution, there is hereby certified a temporary property tax credit or temporary mill levy rate reduction of \_\_\_\_\_ mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2024.

C. Levy for General Obligation Bonds and Interest. That for the purposes of meeting all debt retirement expense of the District during the 2025 budget year, as the funding requirements of the current outstanding general obligation indebtedness is detailed in the

following "Certification of Tax Levies," there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2024.

D. Levy for Contractual Obligations. That for the purposes of meeting the contractual obligation expense of the District during the 2025 budget year, as detailed in the following "Certification of Tax Levies," there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2024.

E. Levy for Capital Expenditures. That for the purposes of meeting all capital expenditures of the District during the 2025 budget year pursuant to Section 29-1-301(1.2) or 29-1-302(1.5), C.R.S., there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2024.

F. Levy for Refunds/Abatements. That for the purposes of recoupment of refunds/abatements of taxes pursuant to Section 39-10-114(1)(a)(I)(B), C.R.S., there is hereby levied a tax of \_\_\_\_\_ mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2024.

Section 5. Property Tax and Fiscal Year Spending Limits. That, being fully informed, the Board finds that the foregoing budget and mill levies do not result in a violation of any applicable property tax or fiscal year spending limitation.

Section 6. Certification. That the appropriate officers of the District are hereby authorized and directed to certify to the Board of County Commissioners of Weld County, Colorado, the mill levies for the District herein above determined and set, or be authorized and directed to certify to the Board of County Commissioners of Weld County, Colorado, as herein above determined and set, but as recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits or to implement the intent of the District. That said certification shall be in substantially the form set out and attached hereto and incorporated herein by this reference.

Section 7. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

*[remainder of page intentionally left blank; signature page follows]*

ADOPTED this 13<sup>th</sup> day of November, 2024.

BEEBE DRAW FARMS  
METROPOLITAN DISTRICT NO. 1

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President

ATTEST:

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Secretary

LETTER OF BUDGET TRANSMITTAL

Date: January \_\_\_\_, 2025

To: Division of Local Government  
1313 Sherman Street, Room 521  
Denver, Colorado 80203

Attached are the 2025 budget and budget message for BEEBE DRAW FARMS METROPOLITAN DISTRICT NO. 1 in Weld County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 13, 2024. If there are any questions on the budget, please contact:

Lisa Johnson  
8390 E. Crescent Pkwy., Ste. 300  
Greenwood Village, CO 80111  
303-779-5710

I, Lisa Johnson as Manager of the Beebe Draw Farms Metropolitan District No. 1, hereby certify that the attached is a true and correct copy of the 2025 budget.

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



ATTACH COPY OF THE ADOPTED BUDGET AND  
THE CERTIFICATION OF TAX LEVIES



Date: September 28, 2024

### ***Special Districts Payroll Services Statement of Work***

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Beebe Draw Farms Metro District No. 1 ("you," "your," "board of directors" or "the district") dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2025 in connection with that agreement.

#### **Scope of payroll services**

We will provide the following payroll preparation services each pay period based on information you provide:

- Perform payroll calculations within ADP
- Facilitate ADP's preparation of payroll checks and/or pay stubs
- Use ADP to initiate the electronic transfer of funds for employee net pay and payroll tax deposit

We will assist with the preparation of the following government forms, when applicable, for each calendar quarter-end and year-end with the understanding that ADP directly handles filing the payroll tax returns and payments:

- Form 941 – Employers Quarterly Tax Return
- State Employers Quarterly Withholding Return
- State Employers Quarterly Unemployment Return (SUTA)
- Form 940 – Employers Annual Federal Unemployment Tax Return
- All copies of required forms W-2 and W-3 – Transmittal of Tax and Wage Statements (annual)
- All necessary state forms (annual)

#### **Our responsibility to you and limitations of the payroll services**

We will prepare your federal and state (when applicable) payroll forms and tax returns.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the payroll and related returns, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our payroll preparation services that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our payroll preparation services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's payroll that we may not identify as a result of misrepresentations made to us by you.

If applicable, our payroll preparation services will include electronically transmitting management-approved information to taxing authorities and your financial institution to facilitate the electronic transfer of funds.

If applicable, our payroll preparation services will include transmitting management-approved federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf.

CLA's relationship with you shall be solely that of an independent contractor and nothing in the MSA or a SOW shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

### **Your responsibilities**

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and to facilitate ADP's preparation of payroll tax returns. We will have no obligations with regards to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us.

Additionally, it is your responsibility to provide us with all of the information needed to facilitate ADP's preparation of payroll tax returns. We will have no obligations with regards to particular withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls and payroll tax returns.
- Review and approval of paychecks or paystubs prior to issuance, and payroll registers for each pay period prior to submission of payroll information to ADP.
- Evaluation of information used in the preparation and filing of all government forms for accuracy.
- Before submission of payroll information to ADP, review and approval of each electronic funds transfer to be initiated on your behalf for employee net pay amounts, payroll tax, withholding

liabilities, and related benefit amounts.

- One-time authorization to your financial institution for it to make transfers and direct deposits in accordance with future instructions from ADP.
- One-time authorization for ADP to submit tax filings and complete electronic fund transfers on your behalf.
- Sign or approve ADP issuance of all physical and/or electronic payroll checks.

If applicable, we will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

Even if you have authorized CLA to file your employment tax returns and make your business and/or employment tax payments for you, please be aware that you are responsible for the timely filing of employment tax returns and the timely payment of business and/or employment taxes. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasury Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at [www.eftps.gov](http://www.eftps.gov), or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at <http://www.americanpayroll.org/weblink/statelocal-wider/>.

## **Fees and terms**

***The billing rates (guaranteed through one year from 1st payroll live date) for these services are as follows:***

<b>Services performed by</b>	<b>Rate per hour</b>
Payroll Analyst I	\$90-\$95
Payroll Analyst II	\$100-\$110
Senior Payroll Analyst	\$125-\$130

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

This agreement will automatically renew for one year from the rate guarantee expiration date unless it is cancelled in writing at least 30 days prior to the expiration date or is changed by the mutual signing of a new SOW. The terms of the applicable MSA shall continue to govern this SOW if the SOW is automatically renewed.

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are examples of services considered to be outside the scope of our engagement. We will bill you for additional services you would like us to provide at an hourly fee at periodic dates after the additional service has been performed.

- Reprocessing for corrected information provided to us subsequent to original payroll
- Preparation of non-standard reports
- Calculation of fringe benefit additions
- Processing retirement plan contribution payments
- Preparation of retirement plan and other census information
- Responding to workers compensation insurance audits
- Responding to employment verification requests
- Preparation of additional state tax registrations
- Preparation of amended payroll tax returns
- Responding to tax notices

### **Tax examinations**

All government forms and returns are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you subject to a separate SOW. Services in connection with tax examinations are not included in our fee for preparation of your payroll returns. Our fee for such services will be billed to you separately, along with any direct costs pursuant to a separate SOW.

### **Record retention**

You are responsible for retaining all documents, records, payroll journals, canceled checks, receipts, or other evidence in support of information and amounts reported in your payroll records and on your quarterly and calendar year-end payroll forms and tax returns. These items may be necessary in the event the taxing authority examines or challenges your returns. These records should be kept for at least seven years. Your copy of the payroll forms and tax returns should be retained indefinitely.

In preparing the payrolls, payroll forms, and tax returns, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper

recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your payrolls and related forms and tax returns will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of you.

### **Tax consulting services**

This SOW also covers tax consulting services that may arise for which the entity seeks our consultation and advice, both written and oral, that are not the subject of a separate SOW. These additional services are not included in our fees for the preparation of the payroll and related federal and state forms and tax returns.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax authority rules, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for the entity's information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax regulations, or to the related judicial and administrative interpretations.

### **Legal compliance**

The entity agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the entity or the entity's business, including the accuracy and lawfulness of any reports the entity submits to any government regulator, authority, or agency. The entity also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the entity to any governmental or regulatory body, or for any insurance reimbursement in the event that the entity is requested to do so by any lawful authority. CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

### **Agreement**

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

### **CliftonLarsonAllen LLP**

Gigi Pangindian

Principal

3032657821  
gigi.pangindian@claconnect.com

**Response**

This SOW correctly sets forth the understanding of Beebe Draw Farms Metro District No. 1 and is accepted by:

CLA  
CLA

*Gigi Pangindian*

---

Gigi Pangindian, Principal

SIGNED 11/8/2024, 1:29:58 PM CST

**Client**

Beebe Draw Farms Metro District No. 1

SIGN:

---

William "Bill" Caldwell

DATE:

---





Date: September 27, 2024

### ***Special Districts Public Management Services Statement of Work***

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Beebe Draw Farms Metro District No. 1 ("you," "your," "board of directors" or "the district") dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2025 in connection with that agreement.

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

Lisa A. Johnson is responsible for the performance of the engagement and other services identified in this agreement.

#### **Scope of Management Services**

CLA will perform the following services for the district:

#### **District Board of Directors ("Board") Meetings**

- Coordination of board meetings
- Meeting attendance: district manager and/or designee will attend board meetings
- Preparation and distribution of agenda and informational materials as requested by the district
- Drafting of meeting minutes as assigned for approval by the board of directors
- Preparation and posting of notices required in conjunction with the meetings

#### **Recordkeeping**

- Maintain directory of persons and organizations for correspondence
- Repository of district records and act as custodian of records for purposes of CORA (as that term is defined in the district's Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 et seq., C.R.S.)

#### **Communications**

- 24/7 answering services
- Website administration; CLA will oversee maintenance of the district's website as needed and requested by the district
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the district

### **General Administration**

- Coordination with district's insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications
- Coordination of insurance policy renewals and updates for approval by the district's board of directors
- In collaboration with district counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district
- Under the direction of the board of directors, supervise project processes and vendors as assigned by the board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the district as directed by the board (CLA itself will not and cannot provide legal services)
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the district
- Coordinate the administration of the district's rules and regulations as requested by the board
- Under the direction of district legal counsel, coordinate election processes for the district; CLA will not serve as the Designated Election Official ("DEO")

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

- Coordinate review and approval of invoices with district accountant and board to ensure timely payment to vendors

In addition to these services, when, in the professional opinion of the district manager, other services are necessary, the district manager shall recommend the same to the board or perform such services and report to the board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.

### **Fees and terms**

Billing rates guaranteed through ***December 31, 2025***:

<b>Services performed by</b>	<b>Rate per hour</b>
Principal / Signing Director	\$330-\$475
Public Manager	\$190-\$265
Analyst / Assistant	\$155-\$190
District Administrator	\$150-\$190
Records Retention Professional	\$110-\$160

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

### **Municipal advisors**

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

### **Agreement**

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

### **CliftonLarsonAllen LLP**

Lisa A. Johnson  
Principal

17205523696  
lisa.johnson@claconnect.com

**Response**

This SOW correctly sets forth the understanding of Beebe Draw Farms Metro District No. 1 and is accepted by:

**CLA**  
CliftonLarsonAllen LLP

*Lisa A. Johnson*

---

Lisa A. Johnson, Principal

**SIGNED** 11/8/2024, 10:29:59 AM CST

**Client**  
Beebe Draw Farms Metro District No. 1

SIGN:

---

William "Bill" Caldwell

DATE:

---



Date: September 28, 2024

### ***Special Districts Preparation Statement of Work***

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Beebe Draw Farms Metro District No. 1 ("you," "your," "board of directors" or "the district") dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2025 in connection with that agreement.

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

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

#### **Ongoing normal accounting services:**

- Outsourced accounting activities
  - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
    - Cash receipts journal
    - Cash disbursements journal
    - General ledger
    - Accounts receivable journals and ledgers
    - Deposits with banks and financial institutions
    - Schedule of disbursements
    - Bank account reconciliations
    - Investment records
  - Detailed records and a tracking system of fee impositions, due dates and payments; and at

direction of the board of directors, provide reporting of fee imposition and payments to the board of the district

- Process accounts payable including: confirmation that for payment of any vendors that there are sufficient funds budgeted and available, prior to the preparation and issuance of checks for approval by the board of directors
- Coordinate with the district manager and/or district general counsel (in the event of legal issues) regarding financial matters and determine prior to the district entering any contract for capital or operations services that there are sufficient appropriations for same
- To the extent applicable, read and understand Developer Funding Agreements and coordinate funding from Developer necessary for the district to pay its obligations
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- In collaboration with district consultants and the board of directors, assist with the preparation and filing of the annual budget as required by statute
- In collaboration with district consultants and the board of directors, assist with the preparation and filing of the Certification of Tax Levies with the respective county or counties
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget: at the direction of the board of directors, evaluate budget to actual expenses and provide a report to the district board; advise the district board prior to paying any vendor amounts in excess of budgeted amounts
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors

- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Read cost verifications and obtain acceptance and approval by the board of directors for the district prior to the requisition or disbursement of funds
- Read and understand intergovernmental agreements that create financial or cost sharing obligations of the district
- Review claims for reimbursement from related parties prior to the board of directors' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
  - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW
  - These procedures may not satisfy district policies, procedures, and agreements' requirements
  - Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
- Be available during the year to consult with you on any accounting matters related to the district
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors
- Develop and track key business metrics as requested and review periodically with the board of directors
- Document accounting processes and procedures
- Continue process and procedure improvement implementation



- Report on cash flows
- Assist with bank communications
- Perform other non-attest services

### **Compilation services**

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

### **Preparation services - financial statements**

We will prepare the as requested financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund and the related statement(s) or schedule(s) of revenues, expenditures, and changes in fund balance(s) for other applicable funds. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

### **Preparation services - annual**

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district's auditors.

### **Preparation services – prospective financial information (i.e., unexpired budget information)**

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management's knowledge and belief, the entity's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for

purposes of additional analysis and is not a required part of the basic financial forecast. References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

### **Engagement objectives and our responsibilities**

The objectives of our engagement are to:

- a) Prepare as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services. (GAAP stands for Generally Accepted Accounting Principles and refers to a common set of account rules, standards, and procedures.)
- b) As requested, apply accounting and financial reporting expertise to assist you in the presentation of your as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c) Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d) Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
- e) If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f) If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

### **Engagement procedures and limitations**

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion.

Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements, in the as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

### **Our report**

If an exemption from audit applies: the compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation on the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement. No compilation is performed in situations where an audit is required.

### **No assurance statements**

The as requested financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: "No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures, and changes in fund balances – governmental funds have been omitted if applicable, For business type activities, the Statement of Cash Flows has been omitted".

If an audit is required, the year-end financial statements prepared for use by the district's auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial

statements will include a statement clearly indicating that no assurance is provided on them.

### **Management responsibilities**

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management's responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district's operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a) The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b) The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c) The presentation of the supplementary information.
- d) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e) The prevention and detection of fraud.

- f) To ensure that the entity complies with the laws and regulations applicable to its activities.
- g) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h) To provide us with the following:
  - i) Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
  - ii) Additional information that may be requested for the purpose of the engagement.
  - iii) Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the board treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

### **Fees and terms**

#### ***Billing rates guaranteed through December 31, 2025:***

<b>Services performed by</b>	<b>Rate per hour</b>
Principal	\$300-\$650
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$300
Senior	\$150-\$230

Staff	\$130-\$190
Administrative Staff	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

#### **Use of financial statements, the annual budget, the Application for Exemption from Audit**

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

#### **Municipal advisors**

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

#### **Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms

and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

**CliftonLarsonAllen LLP**

Gigi Pangindian

Principal

3032657821

[gigi.pangindian@claconnect.com](mailto:gigi.pangindian@claconnect.com)

**Response**

This SOW correctly sets forth the understanding of Beebe Draw Farms Metro District No. 1 and is accepted by:

CLA  
CLA

*Gigi Pangindian*

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Gigi Pangindian, Principal

SIGNED 11/8/2024, 1:28:41 PM CST

**Client**

Beebe Draw Farms Metro District No. 1

SIGN:

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William "Bill" Caldwell

DATE:

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## **Renewal Documents and Invoice 1/1/2025 to EOD 12/31/2025**

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2025.

The following renewal documents are attached where applicable:

1. Invoice: Payment is due by January 1, 2025. Please return a copy of the invoice with your payment to ensure it is applied correctly. We have attached Payment Instructions providing details on how to make payment and when cancellation could occur.
2. Comparison of Annual Contributions.
3. Deductible Options:
  - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
  - Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
5. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at [csdpool.org/documents](https://csdpool.org/documents) by January 1, 2025.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to each Certificate Holder when applicable.
8. Automobile identification cards: Hard copies will be mailed when applicable.



## Property and Liability Coverage Invoice

**Named Member:**

Beebe Draw Farms Metropolitan District No. 1  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

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

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
25PL-60915-1300	60915	1/1/2025	EOD 12/31/2025	9/25/2024

Coverage	Contribution
General Liability	\$ 546.00
Crime	\$ 290.00
Non-Owned Auto Liability	\$ 132.00
Hired Auto Physical Damage	\$ 65.00
No-Fault Water Intrusion & Sewer Backup	\$ 35.00
Public Officials Liability	\$1,163.00
Excess	\$ 570.00
Pollution	\$ 0.00

<b>Total Contribution</b>	<b>\$2,801</b>
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**Please note: where included above, Hired Auto Physical Damage, Non-Owned Auto Liability, and No-Fault Water Intrusion & Sewer Backup are mandatory coverages and may not be removed.**

**The following discounts are applied (Not applicable to minimum contributions):**

16.68% Continuity Credit Discount

10% Direct Discount

8% Multi Program Discount for WC Program Participation

**Payment Due by January 1, 2025**

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



## Payment Instructions

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)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.

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 your payment is accurately applied, always include a copy of the invoice.**

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

In accordance with the Intergovernmental Agreement (IGA), you have sixty (60) days after the due date shown on the invoice to make your contribution payment. If you fail to make payment, automatic cancellation of coverage will occur on the 61<sup>st</sup> day. 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.

**Annual Comparison of 2025 and 2024 contributions.**  
**Loss Ratios based on participation years from 2016 to 2023**

**Beebe Draw Farms Metropolitan District No. 1**

Year	Contribution
2025	\$2,801.00
2024	\$2,795.00
Difference	\$6.00
% Difference	0.21%

General Liability	Contribution	TOE
Yr. 2025	\$546.00	\$33,850.00
Yr. 2024	\$546.00	\$33,850.00
Difference		NaN
% Difference		0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2025	\$0.00
Yr. 2024	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2025	\$132.00	0
Yr. 2024	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2025	\$290.00
Yr. 2024	\$284.00
Difference	\$6.00
% Difference	2.11%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2025	\$65.00	\$0.00
Yr. 2024	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2025	\$1,163.00	0
Yr. 2024	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2025	\$0.00	\$0.00
Yr. 2024	\$0.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Excess Liability	Contribution
Yr. 2025	\$570.00
Yr. 2024	\$570.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2025	\$0.00
Yr. 2024	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2025	\$0.00
Yr. 2024	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2025	\$35.00
Yr. 2024	\$35.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%



## 2025 Excess Liability Options Proposal

### This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

**Named Member:** Beebe Draw Farms Metropolitan District No. 1

**Certificate Number:** 25PL-60915-1300

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$330	-\$240
\$2,000,000*	\$570	\$0
\$3,000,000	\$810	\$240
\$4,000,000	\$1,020	\$450
\$5,000,000	\$1,250	\$680
\$6,000,000	\$1,500	\$930
\$7,000,000	\$1,750	\$1,180
\$8,000,000	\$2,000	\$1,430

\* This is your current excess limit.

**Note: This is not your Coverage Document. It was created solely for informational purposes.**

9/25/2024



**Public Entity Liability and Auto Physical Damage Certificate Holder Declaration**

**Master Coverage Document Number:** CSD Pool CTC 01 01 25 and CSD Pool PEL 01 01 25

**Certificate Number:** 25PL-60915-1300

**Coverage Period:** 1/1/2025 to EOD 12/31/2025

**Named Member:**

Beebe Draw Farms Metropolitan District No. 1  
 c/o CliftonLarsonAllen LLP  
 8390 East Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111

**Broker of Record:**

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

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
<b>Public Entity Liability Coverage including:</b>	\$2,000,000	None		
General Liability	Included	None	None	\$546
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$\$100,000	Included
Pre Loss Legal Assistance	\$5,000	\$10,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$35
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	\$2,000,000	None	None	\$570
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
<b>Auto Physical Damage</b>	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included
<b>Total Contribution</b>				<b>\$2,511</b>

\*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$\$100,000 each occurrence.

\*\*A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

\*\*A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

\*\*\*No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

**Additional Endorsements applicable to Member:**

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:  \_\_\_\_\_  
 Authorized Representative

**Crime Certificate Holder Declaration**

**Master Coverage Document Number:** J05931794  
**Certificate Number:** 25PL-60915-1300

**Insurer:** Federal Insurance Company (Chubb)  
**Coverage Period:** 1/1/2025 to EOD 12/31/2025

**Named Member:**

Beebe Draw Farms Metropolitan District No. 1  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

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

**Covered Designated Agent(s):**

**Coverages and Limits:**

<b>Employee Theft:</b>	\$25,000
<ul style="list-style-type: none"> <li>· Limit is maximum for each loss</li> <li>· Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer.</li> <li>· Includes funds from a sponsored benefit plan.</li> </ul>	
<b>Public Official Faithful Performance of Duty:</b>	\$25,000
<b>Client Theft:</b>	\$25,000
<b>Forgery or Alteration:</b>	\$25,000
<b>On Premises:</b>	\$25,000
<b>In Transit:</b>	\$25,000
<b>Computer System Fraud:</b>	\$25,000
<b>Funds Transfer Fraud:</b>	\$25,000
<b>Debit, Credit or Charge Card Fraud:</b>	\$25,000
<b>Money Orders and Counterfeit Paper Currency Fraud:</b>	\$25,000
<b>Social Engineering Fraud:</b>	\$25,000

**Deductible(s):**

<b>All Crime except Social Engineer Fraud:</b>	\$250
<b>Social Engineering Fraud:</b>	20% of Social Engineering Fraud Limit

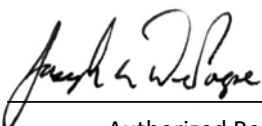
**Contribution:**

\$290

**Policy Forms:**

PF-52815 (04/20)	The Chubb Primary <sup>SM</sup> Commercial Crime Insurance
MS-372431 (02/24)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (02/21)	Colorado Amendatory Endorsement
MS-371960.3 (09/23)	Social Engineering Fraud Official Authorization Endorsement

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.**

Countersigned by:   
 \_\_\_\_\_  
 Authorized Representative



## Identity Recovery Certificate Holder Declaration

**Master Coverage Policy Number:**

CSD 2009 CP IDR Form 01 01 21

**Insurer:**

The Hartford Steam Boiler Inspection  
and Insurance Company

**Certificate Number:** 25PL-60915-1300

**Coverage Period:** 1/1/2025 to EOD 12/31/2025

**Named Member:**

Beebe Draw Farms Metropolitan District No. 1  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111

**Broker of Record:**

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

**Member:**

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

**Coverage:**

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

**Annual Aggregate Limit per Member:      \$35,000**

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

**Sub Limits:**

<b>\$5,000</b>	Lost Wages and Child/Elder Care
<b>\$1,000</b>	Mental Health Counseling
<b>\$1,000</b>	Miscellaneous Expenses

**Coverage Trigger:** Coverage is provided on a discovery basis with a 60-day reporting requirement

**Claims:** For Recovery Assistance and Counseling, please call 1-800-945-4617

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:

A handwritten signature in black ink, appearing to read "Joseph L. W. Page", is written over a horizontal line.

Authorized Representative





## Environmental Legal Liability Certificate Holder Declaration

**Master Policy Number:** ER00A9V25

**Certificate Number:** 25PL-60915-1300

**Named Member:**

Beebe Draw Farms Metropolitan District No.

1

c/o CliftonLarsonAllen LLP

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111

**Insurer:** Aspen Specialty Insurance Company

**Coverage Period:** 1/1/2025 to EOD 12/31/2025

**Broker of Record:**

Highstreet TCW Risk Management

384 Inverness Parkway

Suite 170

Englewood, CO 80112

### Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
  - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
  - b. **Emergency Response:** Covers emergency response cost resulting from a
  - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
  - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
  - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
  
2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
  - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:**

\$1,000,000 Each Pollution Incident

\$5,000,000 Total Policy and Program Aggregate – Shared All Members

Sublimits: \$500,000 Environmental Crisis Aggregate

\$250,000 Business Interruption Aggregate

\$100,000 Perfluorinated Compounds Aggregate

**Member Deductible:**

\$1,000 Each Pollution Incident

**Retroactive Date:** January 1, 2009 (unless otherwise specified)  
**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

**Partial List of Exclusions:**

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

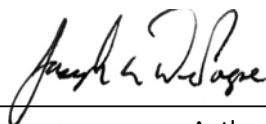
**Policy Forms:**

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

**Additional Endorsements Applicable to Named Member:**

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V23 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.**

Countersigned by:



Authorized Representative



**General Liability Schedule  
Metropolitan District**

**Policy Number:** 25PL-60915-1300  
**Named Member:** Beebe Draw Farms Metropolitan  
 District No. 1

**Coverage Period:** 1/1/2025 – EOD 12/31/2025  
**Broker:** Highstreet TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
4	4-Maximum Bond Issued	Dollars	2,000,000.00	1/1/2025	12/31/2025
5	5-Number of Bonds Issued	Total	1.00	1/1/2025	12/31/2025
105	105-Total Operating Expenses - Any other	Dollars	33,850.00	1/1/2025	12/31/2025
348	348-Number of Board Members	Total	5.00	1/1/2025	12/31/2025
900	900-Services Contracted out to Others	Dollars	23,500.00	1/1/2025	12/31/2025

**If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.**



# CERTIFICATE OF COVERAGE

Certificate Number  
CERT-010783

<b>ADMINISTRATOR</b> Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>NAMED MEMBER</b> Beebe Draw Farms Metropolitan District No. 1 c/o CliftonLarsonAllen LLP 8390 E. Crescent Pkwy, Suite 300 Greenwood Village, CO 80111	<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C:

### COVERAGES

THIS IS TO CERTIFY THAT 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 THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	25PL-60915-1300	01/01/25	12/31/25	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.			Each Occurrence*	\$2,000,000
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
	Excess Liability <input type="checkbox"/> Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
	Property <input type="checkbox"/>					

Description:  
Evidence of coverage only.

<b>CERTIFICATE HOLDER</b>  To Whom It May Concern	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS. AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe
	Date: September 25, 2024



# TCW Risk Management

384 Inverness Parkway Suite 170  
Englewood, CO 80112  
(303) 368-5757  
tcwinfo@tcwrm.com

<b>Invoice # 14062</b>		Page 1 of 1
Account Number	Date	
BEEBDRA-01	10/7/2024	
BALANCE DUE ON		
1/1/2025		
AMOUNT PAID	Amount Due	
	\$695.00	

## Beebe Draw Farms Metropolitan District No. 1

c/o CliftonLarsonAllen  
8390 E. Crescent Pkwy, Suite 300  
Greenwood Village, CO 80111

Commercial Package	PolicyNumber: 609151300	Effective: 1/1/2025 to 1/1/2026
--------------------	-------------------------	---------------------------------

Item #	Eff Date	Due Date	Type	Description	Amount
88507	1/1/2025	1/1/2025	FEEA	2025 Agency Fee	\$695.00
<b>Total Invoice Balance:</b>					<b>\$695.00</b>

## Workers' Compensation Coverage Invoice

**District:** Beebe Draw Farms Metropolitan District No. 1  
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-60915-0154		60915		1/1/2025		EOD 12/31/2025		8/7/2024
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	5	0.7540		\$6,000.00	\$45.00

Manual Contribution:		\$45.00
Experience Modification:	×	1.00
Modified Contribution:	=	\$45.00
Minimum Contribution:		\$450.00
Contribution Volume Credit:	-	\$0.00
Designated Provider Discount:	-	\$0.00
Cost Containment Credit:	×	1.00
Manual Adjustment:	×	
Multi-Program Discount:	×	1.00
Estimated Annual Contribution:	=	\$450.00
Pro Rata Factor:	×	1.00
<b>Total Estimated Contribution:</b>	<b>=</b>	<b>\$450.00</b>
<b>Total Amount Due:</b>		<b>\$450.00</b>

**Estimated payroll is subject to yearend audit.**  
**Commission \$27.00 (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-60915-0154  
**Coverage Period:** 1/1/2025 — EOD 12/31/2025

**FEIN:** 84-1034705  
**Entity ID:** 60915

**Named Member:**  
 Beebe Draw Farms Metropolitan District No. 1  
 c/o CliftonLarsonAllen LLP  
 8390 E. Crescent Pkwy, Suite 300  
 Greenwood Village, CO 80111

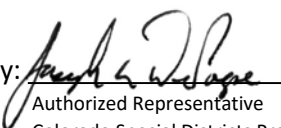
**Broker of Record:**  
 Highstreet TCW Risk Management  
 384 Inverness Parkway  
 Suite 170  
 Englewood, CO 80112

**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:** \$450

Class	Description	2025 Estimated Employee Payroll	2025 Estimated Volunteer Payroll
8811	Board Member Coverage		\$6,000.00

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: 8/7/2024



### Important Notice Regarding Board Member Only (BMO) Coverage Contribution

Effective January 1, 2025, a minimum quarterly contribution for Board Member Only (BMO) Coverage has been implemented. This means if BMO coverage is made effective during in the first quarter, regardless of effective date, members' contribution will be \$450 with a broker or \$445 without a broker. Similarly, the contribution will be adjusted based on the quarter in which the coverage becomes effective, as shown below:

Quarter <i>Effective Date</i>	Estimated Annual Contribution	
	Broker	Direct
Q1 (Jan-Mar)	\$450	\$445
Q2 (Apr-Jun)	\$340	\$335
Q3 (Jul-Sep)	\$225	\$220
Q4 (Oct-Dec)	\$115	\$110

For cancellations, the refund amount will be subject to the refund table below and other coverage provisions.

Coverage Effective	Cancellation	Estimated Refund w/ broker	Estimated Refund w/o broker
Q1	Q1	\$335	\$330
	Q2	\$225	\$220
	Q3	\$110	\$105
	Q4	\$0	\$0
Q2	Q1	-	-
	Q2	\$225	\$220
	Q3	\$115	\$110
	Q4	\$0	\$0
Q3	Q1	-	-
	Q2	-	-
	Q3	\$110	\$105
	Q4	\$0	\$0
Q4	Q1	-	-
	Q2	-	-
	Q3	-	-
	Q4	\$0	\$0





## 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)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ Overview [here](#) or go to the E-Bill Express logon screen.
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.