

RESOLUTION NO. 2021-05-02

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

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

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

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

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

E. The Board previously adopted Resolution No. 2017-05-01, Adopting Fees for Amenities, on May 9, 2017, as recorded in the official records of Weld County, Colorado at Reception No. 43331373 on August 30, 2017. The Board amended and restated the May 9, 2017 Resolution pursuant to Resolution No. 2017-11-01 adopted on November 14, 2017 and recorded in the official records of Weld County, Colorado at Reception No. 4432903 on September 21, 2018 (the “**Prior Resolution**”).

F. The Board has determined to adjust the Fees for use of the Amenities adopted pursuant to the Prior Resolution, considering increasing costs and the ongoing operations and maintenance needs of the Amenities. Accordingly, the Board desires to amend and restate the Prior Resolution in its entirety.

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

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

2. The Authority may, in its discretion, waive application of the Fee(s) adopted

herein, as to itself without formal action by the Board, and may waive the same with respect to other persons or entities by formal action of the Board.

3. The Authority expressly reserves the right to amend, revise, redact, and/or repeal the Fee(s) adopted herein, in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the Board and of the Authority.

4. All Fees shall be due, owing and payable to the Authority, in cash or an equivalent form made payable to "Beebe Draw Farms Authority" no later than the due date stated on **Exhibit A**. In the event any Fee established hereunder remains unpaid thirty-one (31) days after its respective due date as stated on **Exhibit A**, the Authority's Manager and/or General Counsel shall be authorized to undertake collections efforts for any and all outstanding amounts. All collections efforts shall be made pursuant to, and in accordance with, applicable state and federal laws. The Authority's General Counsel shall be entitled to charge reasonable legal fees and any related costs and expenses for said collections efforts.

5. If any clause or provision of this Resolution is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Resolution as a whole but shall be severed here from, leaving the remaining clauses or provisions in full force and effect.

6. This Resolution hereby replaces and supersedes the Prior Resolution and any previously adopted resolutions by or on behalf of the Authority regarding the imposition of fees for Amenities.

7. The Fees set forth herein are hereby approved and adopted effective as of July 1, 2021.

(SIGNATURE PAGE FOLLOWS)

APPROVED AND ADOPTED THIS 12th DAY OF MAY 2021.

BEEBE DRAW FARMS AUTHORITY

DocuSigned by:
Paul Knopinski
797B9FDE5EB34AD...

By: _____
Its: President

ATTEST:

DocuSigned by:
Eric Wernsman
9B1A2F4404F5405...

By: _____
Its: Assistant Secretary

EXHIBIT A

Amenity Fees

EXHIBIT A

AMENITY FEES

The following Fees are hereby established and payable in accordance with the provisions of the Amended and Restated Resolution Adopting Fees for Amenities.

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

A. Swimming Pool

1. Residents of/Property Owners within the Authority (“In-Authority”):
 - a. \$150/year family membership.
 - b. Full payment due at time of membership.
2. Non-residents of/non-property owners within the Authority (“Non-Authority”):
 - a. \$300.00/year.
 - b. Full payment due at time of membership.

B. Pavilion at the Swimming Pool – Reservation

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

C. Party at the Swimming Pool – Reservation

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

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

D. Lake Christina Area

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

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

E. Annual Fishing Permits

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

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

F. Pavilion at Lake Christina – Reservation

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

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

G. RV Storage – Currently Unavailable

- 1. In-Authority:
 - a. Payment due in accordance with the Vehicle Storage Agreement.
- 2. Non-Authority:
 - a. Payment due in accordance with the Vehicle Storage Agreement.

H. Community Information and Sales Center - Reservation

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

I. Equestrian Facilities and Trail System**

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

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