

RAINDANCE METROPOLITAN DISTRICT NOS. 1-4

www.raindancemetrodistrict.org

Raindance MD No. 1	Raindance MD No. 2	Raindance MD No. 3	Raindance MD No. 4
Martin Lind, President May 2023	Martin Lind, President May 2023	Martin Lind, President May 2023	Martin Lind, President May 2023
Justin Donahoo, Secretary/Treasurer May 2022	Justin Donahoo, Secretary/Treasurer May 2022	Justin Donahoo, Secretary/Treasurer May 2022	Justin Donahoo, Secretary/Treasurer May 2022
Austin Lind, Asst. Secretary May 2022	Austin Lind, Asst. Secretary May 2022	Austin Lind, Asst. Secretary May 2022	Austin Lind, Asst. Secretary May 2022
Ryan Scallon, Asst. Secretary May 2022	Vacant May 2022	Kris Kazian May 2023	Vacant May 2022
Ryan Bach, Asst. Secretary May 2023	Vacant May 2023	Ryan Scallon May 2022	Vacant May 2023

NOTICE OF MEETING

via teleconference

Thursday, March 24, 2022 at 10:30 A.M.

This meeting will be held via teleconferencing and can be joined through the directions below:

<https://us06web.zoom.us/j/88481182234?pwd=OUFId0F3TGpneXczZEFGbE93MkNiQT09>

Meeting ID: 884 8118 2234

Passcode: 742398

Call-in Number: 1(720)707-2699

AGENDA

1. Call to Order
2. Declaration of Quorum/Director Conflict of Interest Disclosures/Affirmation of Qualifications
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Boards on matters that affect the Districts. Comments will be limited to three (3) minutes per person.
5. Consent Agenda –The items listed below are a group of items to be acted on with a single motion and vote by the Boards. An item may be removed from the consent agenda to the regular agenda, by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Boards.
 - a. Approval of November 29, 2021 Joint Meeting Minutes (**enclosure**)
 - b. Acceptance of Conveyance of Tracts (**enclosure**)
6. Manager/Operations Matters
 - a. Manager’s Report
 - b. Raindance River Resort Report (**enclosure**)

- c. Capital Improvements Update
 - d. Other
 - i. Consider Approval of Independent Contractor Agreement with Verdad, Inc. for Tree Spray Services (**enclosure**)
 - ii. Consider Approval of First Addendum to Independent Contractor Agreement with Southern Exposure Landscape Management, Inc. for Landscape Services (**to be distributed**)
7. Legal Matters
- a. Consider Approval of Resolution Adopting Rules and Regulations for Raindance Metropolitan District Nos. 1-4 (**enclosure**)
 - i. Discussion and Consider Approval of Request for Reservation of Park (**enclosure**)
 - b. Consider Adoption of Resolution Regarding Acceptance of District Eligible Costs and Acquisition of Public Improvements (Golf Course #2) from Raindance Aquatic Investments, LLC (**enclosure**)
 - c. Consider Adoption of Resolution Regarding Acceptance of District Eligible Costs and Acquisition of Public Improvements (Labue Farm Trail) from Raindance Development LLC (**enclosure**)
8. Financial Matters
- a. Conduct Public Hearing on 2021 Budget Amendments and Consider Adoption of Resolutions Amending 2021 Budget (**enclosure**)
 - b. Consider Approval of Payables/Financials (*if any*)
9. Other Business
10. Adjourn

MINUTES OF A JOINT SPECIAL MEETING OF THE
BOARDS OF DIRECTORS

OF

RAINDANCE METROPOLITAN DISTRICT NOS. 1-4

Held: Monday, November 29, 2021 at 10:00 a.m.

This meeting was held via teleconference.

Attendance

The joint special meeting of the Boards of Directors of Raindance Metropolitan District Nos. 1-4 was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, have confirmed their qualifications to serve, were in attendance:

Martin Lind, President (District Nos. 1-4)
Justin Donahoo, Secretary/Treasurer (District Nos. 1-4)
Austin Lind, Assistant Secretary (District Nos. 1-4)
Ryan Scallon, Assistant Secretary (District No. 1 & 3)
Kris Kazian, Assistant Secretary (District No. 3)
Ryan Bach, Assistant Secretary (District No. 1)

Also present were William P. Ankele, Jr., Esq., and Zachary P. White, Esq., White Bear Ankele Tanaka & Waldron, Attorneys at Law; Lara Wynn, Gary Kerr, Water Valley Land Company; and Hannah Barker, Scott Southard, Judy Smeltzer and Melissa Ehrlich, Advance HOA Management

Call to Order/Declaration
of Quorum

It was noted that a quorum of the Boards was present and the meeting was called to order.

Conflict of Interest
Disclosures

Mr. Ankele advised the Boards that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Ankele reported that disclosures for those directors that provided White Bear White Tanaka & Waldron with notice of potential or existing conflicts of interest were filed with the Secretary of State's Office and the Boards at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Boards. Mr. Ankele inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary

to obtain a quorum or to otherwise enable the Boards to act.

Combined Meetings

The Boards of Directors of the Districts have determined to hold joint meetings of the Districts and to prepare joint minutes of action taken by the Districts in such meetings. Unless otherwise noted herein, all official action reflected in these minutes is the action of each of the Districts. Where necessary, action taken by an individual District will be so reflected in these minutes.

Approval of Agenda

Mr. Ankele presented the proposed agenda to the Boards for consideration. Following discussion, upon a motion duly made and seconded, the Boards unanimously approved the agenda as presented.

Public Comment

None.

Consent Agenda

Mr. Ankele reviewed the items on the consent agenda with the Boards. Mr. Ankele advised the Boards that any item may be removed from the consent agenda to the regular agenda upon the request of any director. No items were requested to be removed from the consent agenda. Upon a motion duly made and seconded, the following items on the consent agenda were unanimously approved, adopted and ratified:

- October 28, 2021 Joint Meeting Minutes
- 2022 Joint Annual Administrative Resolution
- Independent Contractor Agreement with Southern Exposure Landscape Management, Inc. for Landscape Services
- Easement Agreement (Temporary Trail) with Eagle Crossing Development, Inc.
- Resolution Certifying Delinquent Accounts to Weld County for Collection

Manager/Operation Items

Manager's Report None.

Legal Matters

Consider Approval of Joint Resolution Calling May 3, 2022 Election Mr. White presented the Joint Resolution Calling the May 3, 2022 Election to the Boards. Following discussion, upon a motion duly made and seconded, the Boards unanimously adopted the resolution.

Designation of Method for Providing Notice of Call for Nominations Mr. White discussed the Designation of Method for Providing Notice of Call for Nominations with the Boards. Following discussion, upon a motion duly made and seconded, the Boards unanimously approved providing the notice by posting on the Districts' website.

Consider Adoption of Resolution re Acceptance of District Eligible Costs and Acquisition of Public Improvements from Raindance Aquatic Investments, LLC Mr. White presented the Resolution regarding Acceptance of District Eligible Costs and Acquisition of Public Improvements from Raindance Aquatic Investments, LLC and discussed the certification process with the Boards. Following discussion, upon a motion duly made and seconded, the Boards unanimously adopted the resolution.

Financial Matters

Consider Approval of Payables/Financials None.

Conduct Public Hearing on 2021 Budget Amendments and Consider Adoption of Resolutions Amending 2021 Budget Director Martin Lind opened the public hearing on the 2021 Budget Amendments. Mr. White noted that the notice of public hearing was provided in accordance with Colorado Law. No written objections have been received prior to the meeting. There being no public comment, the hearing was closed.

Mr. Kerr reviewed the Resolution Amending the 2021 Budget with the Board of District No. 1. Following discussion, upon a motion duly made and seconded, the Board of District No. 1 unanimously adopted the resolution amending the General Fund to \$4,416,500.

Conduct Public Hearing on 2022 Budgets and Consider Adoption of Resolutions Adopting 2022 Budget, Imposing Mill Levy and Appropriating Funds Director Martin Lind opened the public hearing on the proposed 2022 Budgets. Mr. White noted that the notice of public hearing was provided in accordance with Colorado law. No written objections have been received prior to the meeting. There being no public comment, the hearing was closed.

Mr. Kerr reviewed the 2022 Budget Resolution with the Board of

District No. 1. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution adopting the 2022 Budget, appropriating funds therefor and certifying 39.000 mills for the General fund, 0.000 mills for the Debt Service fund, 0.000 mills for the Capital Projects Fund, and 0.000 mills for the Contractual Obligation fund.

Mr. Kerr reviewed the 2022 Budget Resolution with the Board of District No. 2. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution adopting the 2022 Budget, appropriating funds therefor and certifying 6.327 mills for the General fund, 34.279 mills for the Debt Service fund, 0.000 mills for the Capital Projects Fund, and 0.000 mills for the Contractual Obligation fund.

Mr. Kerr reviewed the 2022 Budget Resolution with the Board of District No. 3. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution adopting the 2022 Budget, appropriating funds therefor and certifying 2.116 mills for the General fund, 40.264 mills for the Debt Service fund, 0.000 mills for the Capital Projects Fund, and 0.000 mills for the Contractual Obligation fund.

Mr. Kerr reviewed the 2022 Budget Resolution with the Board of District No. 4. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution adopting the 2022 Budget, appropriating funds therefor and certifying 39.000 mills for the General fund, 0.000 mills for the Debt Service fund, 0.000 mills for the Capital Projects Fund, and 0.000 mills for the Contractual Obligation fund.

Consider Auditor Proposals for 2021 Audit

Mr. White presented Auditor Proposals for 2021 Audit to the Boards of District Nos. 1, 2 & 3. Following discussion, upon a motion duly made and seconded, the Boards unanimously approved the engagement of Haynie & Company for 2021 audits.

Other Business

Next Regular Meeting – April 21 , 2022

Adjourn

There being no further business to come before the Boards, and following discussion and upon a motion duly made, seconded and unanimously carried, the Boards determined to adjourn the meeting.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting Districts

The foregoing minutes were approved on the 24st day of March, 2022.

QUITCLAIM DEED

(No Documentary Fee Required – Exempt under § 39-13-102)(2)(a), C.R.S.)

THIS QUITCLAIM DEED is made this ___ day of _____, 2022, by and between RAINDANCE COMMUNITIES LLC, who took title as RAINDANCE LAND COMPANY LLC, a Delaware limited liability company (“Grantor”), whose legal address is 540 West Madison Street, Suite 2500, Chicago, Illinois 60661, and the RAINDANCE METROPOLITAN DISTRICT #1, a quasi-municipal corporation and political subdivision of the State of Colorado (“Grantee”), whose address is 1625 Pelican Lakes Point, Suite 201, Windsor, Colorado 80550.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto Grantee, its heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Weld, State of Colorado, described in **Exhibit A**, attached hereto and incorporated herein by this reference, **excepting therefrom any and all water rights, ditch and ditch rights, non-tributary water rights, gravel or gravel rights, minerals, mineral rights, oil and gas, and oil and gas rights owned, if any, by Grantor..**

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the proper use, benefit and behalf of the Grantee, its successors and assigns for so long as the properties are used exclusively for public purposes. In the event the properties are not used for public purposes, they shall revert to the Grantor.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed on the date set forth above.

SIGNATURE PAGE TO FOLLOW

Exhibit A

Legal Description

TRACTS A, B, C, D E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, CC, DD, AND EE RAINDANCE SUBDIVISION, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO

And

TRACTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, Y, AA AND BB RAINDANCE SUBDIVISION SECOND FILING, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO

And

TRACTS B, C, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, BB, CC AND FF RAINDANCE SUBDIVISION THIRD FILING, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO

And

TRACT A RAINDANCE SUBDIVISION FIFTH FILING, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO

QUITCLAIM DEED

(No Documentary Fee Required – Exempt under § 39-13-102)(2)(a), C.R.S.)

THIS QUITCLAIM DEED is made this ___ day of _____, 2022, by and between RAINDANCE DEVELOPMENT LLC, a Delaware limited liability company (“Grantor”), whose legal address is 540 West Madison Street, Suite 2500, Chicago, Illinois 60661, and the RAINDANCE METROPOLITAN DISTRICT #1, a quasi-municipal corporation and political subdivision of the State of Colorado (“Grantee”), whose address is 1625 Pelican Lakes Point, Suite 201, Windsor, Colorado 80550.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto Grantee, its heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Weld, State of Colorado, described in **Exhibit A**, attached hereto and incorporated herein by this reference, **excepting therefrom any and all water rights, ditch and ditch rights, non-tributary water rights, gravel or gravel rights, minerals, mineral rights, oil and gas, and oil and gas rights owned, if any, by Grantor..**

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the proper use, benefit and behalf of the Grantee, its successors and assigns for so long as the properties are used exclusively for park purposes. In the event the properties are not used for public purposes, they shall revert to the Grantor.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed on the date set forth above.

SIGNATURE PAGE TO FOLLOW

Exhibit A

Legal Description

TRACTS A, B, C, D, E, F AND G RAINDANCE SUBDIVISION SIXTH FILING, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO

And

TRACT A RAINDANCE SUBDIVISION THIRTEENTH FILING, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO

2022 RainDance River Resort Rate Sheet

<u>Membership Category</u>	<u>Membership Type</u>	<u>Annual Rate</u>
General Public Membership	Family	\$1,600
General Public Membership	Couple	\$1,400
General Public Membership	Individual	\$1,200
RainDance Homeowner Membership	Family	<i>\$0.00 Developer Contribution 2022</i>
RainDance Homeowner Membership	Couple	<i>\$0.00 Developer Contribution 2022</i>
RainDance Homeowner Membership	Individual	<i>\$0.00 Developer Contribution 2022</i>
RainDance Homeowner Membership	Under Contract	<i>\$0.00 Developer Contribution 2022</i>
RainDance Homeowner Membership	Additional Tenant Transfer	\$250
Water Valley Homeowner Membership	Family	\$800
Water Valley Homeowner Membership	Couple	\$700
Water Valley Homeowner Membership	Individual	\$600
Water Valley Homeowner Membership	Tenant Transfer	<i>Not available</i>
<u>Available Membership Add-On's</u>	<u>Notes</u>	<u>Annual Rate</u>
Individual Membership Add-On	Up to 3 additional members	\$300 each
<u>Daily Guest Pass</u>	Ten (10) Complimentary Daily Guest Passes are given to RD Owners. Guests must be accompanied by a member while using the pool.	\$15 per Daily Guest Pass

- **“General Public Membership”**: Non-Resident of RainDance or Water Valley.
- **“RainDance Homeowner Membership”**: The Developer is offering complimentary memberships for the 2022 pool season to RD Homeowners. Membership rates may apply for future pool seasons.
- **“Water Valley Homeowner Membership”**: Water Valley Homeowners are offered a modified membership rate, per the Water Recreation Amenities Use Policy.
- **“Family”**: Family Memberships include a total of six (6) individuals living in the home. Up to three (3) additional individual members can be added to the membership for \$300 per additional membership.
- **“Couple”**: Couple Memberships include two (2) individuals living in the home. Couple Memberships can upgrade membership at any point throughout the pool season.
- **“Individual”**: Individual Memberships include (1) single person living in the home. Individual Memberships can upgrade membership at any point throughout the pool season.
- **“Under Contract”**: No-Contingencies on contract. Formally verified by Builder’s Office and Admin Staff.
- **“Additional Tenant Transfer”**: RainDance Homeowners can transfer their membership to their tenants once per year/per address for no charge. Members cannot transfer their membership to non-tenants. Water Valley Homeowner Tenant Transfers are not available. If a RainDance owner wishes to keep their membership, tenants can purchase a membership at General Public Membership rates.
- **“Individual Membership Add-On”**: Additional individuals can be added to the membership with a maximum of three (3) total members. (\$300 per individual, not to exceed 3 additional members)
- **“Daily Guest Pass”**: Daily Guest Passes are valid for one (1) day and are non-transferable and non-refundable. Guests must be accompanied by a member over the age of 16. Daily Guest Passes are not available to non-members. *A total of ten (10) complimentary Daily Guest Passes are automatically added to the RainDance Homeowner Membership at the beginning of the pool season.*

All Annual Membership Rates are subject to applicable sales tax. Refunds are not available for closures due to weather or other reasons determined by the RainDance Metro District. Proof of Residency may be required (mail, driver's license, deed or lease).

INDEPENDENT CONTRACTOR AGREEMENT
TREE SPRAYING SERVICES

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 24th day of March, 2022, by and between **RAINDANCE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **VERDAD, INC.**, a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire and retain agents, employees, engineers and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

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

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including

Exhibit A) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2022.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the

District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county and local or municipal body or agency laws, statutes, ordinances and regulations; (ii) any licensing bonding, and permit requirements; (iii) any laws relating to storage, use or disposal of hazardous wastes, substances or materials; (iv) rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant or employee of the District. Review, acceptance or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested

services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) (“W-9”). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:

- i. An itemized statement of the Services performed.
- ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District’s approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers’ compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel

furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.

c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with

the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

11. CONTRACTOR'S INSURANCE.

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the

performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. **"Personal Identifying Information"** means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's,

materialmen's or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed, materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability acts or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted

assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days prior written notice to the District and by the District by giving the Contractor thirty (30) days prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any

purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

31. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the

accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:

RAINDANCE METROPOLITAN DISTRICT
NO. 1, a quasi-municipal corporation and
political subdivision of the State of Colorado

President

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

CONTRACTOR:

Verdad, Inc., a Colorado corporation

Printed Name

Title

STATE OF COLORADO

)

) ss.

COUNTY OF _____

)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, as the _____ of Verdad, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

SCOPE OF SERVICES / COMPENSATION SCHEDULE

Fruit Tree Treatments for the Orchard trees at Raindance:

- Labor rate is \$175.00 per labor hour.
 - Estimated labor hours to complete a treatment for all Cherry trees in the orchards is approximately 3 - 4 labor hours.
- Material rate is \$1.25 per gallon of mixed product used.
 - Estimated material needed to complete a treatment for all Cherry trees in the orchards is approximately 75 - 125 gallons.
- These rates are for Fruit Tree Treatments only.
- Treatment sites are Cherry trees located in the Orchards throughout Raindance, Windsor CO.
 - Excludes the trees inside of the CSU Orchard near the welcome center.
- Product used will be an Omri Certified Horticultural Soap which can be used on Certified Organic Crops.
 - Target pests will include, but are not limited to, Pear Slugs.
 - Two treatments per year are recommended to control Pear Slugs on Cherry trees.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Verdad, Inc.</p>	
		<p>2 Business name/disregarded entity name, if different from above dba Lawn Doctor of Fort Collins, Inc</p>	
		<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions. 315 N Link Lane</p>	<p>Requester's name and address (optional)</p>
		<p>6 City, state, and ZIP code Fort Collins, CO 80524</p>	
		<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																									
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>02/02/2021</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third party fidelity bond in favor of the District covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence – REQUIRED FOR PROFESSIONAL SERVICES.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

VERDAD, INC.

is a

Corporation

formed or registered on 02/03/1992 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19921009494 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/21/2022 that have been posted, and by documents delivered to this office electronically through 03/22/2022 @ 09:37:29 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/22/2022 @ 09:37:29 in accordance with applicable law. This certificate is assigned Confirmation Number 13884814 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
RAINDANCE METROPOLITAN DISTRICT NO. 1**

**RESOLUTION ADOPTING A RECREATION AMENITIES USE POLICY FOR
RAINDANCE**

WHEREAS, Raindance Metropolitan District No. 1 (the “**District**”) is a duly organized and validly existing special district, quasi-municipal corporation and political subdivision of the State of Colorado pursuant to Title 32, Colorado Revised Statutes (“C.R.S.”); and

WHEREAS, pursuant to Section 32-1-1001(l)(m), C.R.S., the District has the power to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district”; and

WHEREAS, pursuant to § 32-1-1001(n), C.R.S., the Board is authorized to have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted to the District by Article 1, Title 32, C.R.S.; and

WHEREAS, pursuant to § 32-1-1001(1)(j), C.R.S., the District is authorized to fix and impose fees, rates, tolls, charges and penalties for services or facilities provided by the District; and

WHEREAS, the District owns, operates, and maintains certain including Raindance River Resort, trails, paths, orchards, open space, landscape tracts and turf fields (the “**Recreation Amenities**”) for the benefit of the residents, property owners, and taxpayers of the District, Raindance Metropolitan District No. 2, Raindance Metropolitan District No. 3, and Raindance Metropolitan District No. 4 (“**Raindance**”), and the general public; and

WHEREAS, in Board of Directors of the District (the “**Board**”) desires to adopt this Recreation Amenities Use Policy to implement policies and procedures for the use of the Recreation Amenities; and

WHEREAS, the Board finds that the adoption of this Recreation Amenities Use Policy is in the best interest of the public health, safety, and welfare of the District and Raindance.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF RAINDANCE METROPOLITAN DISTRICT NO. 1:

1. Adoption. The Board hereby adopts the Recreation Amenities Use Policy (the “**Policy**”), attached hereto and incorporated herein as **Exhibit A**.
2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the Policy.

3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution and the Policy 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 District.

4. Effective Date. This Resolution and the Policy shall be effective immediately and shall remain in full force and effect until such time as such processes is repealed by the Board.

5. Severability. If any term or provision of the Policy are found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the Policy as a whole but shall be severed from the Policy, leaving the remaining terms or provisions in full force and effect.

[Remainder of Page Intentionally Blank – Signature Page to Follow]

APPROVED AND ADOPTED this 24th day of March, 2022.

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

Officer of the District

ATTEST:

APPROVED AS TO FORM

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

EXHIBIT A

RAINDANCE METROPOLITAN DISTRICT NO. 1

RECREATION AMENITIES USE POLICY

- 1. Preamble:** The Board of Directors of Raindance Metropolitan District No. 1 (the "**District**") has adopted the following Recreation Amenities Use Policy (the "**Policy**") pursuant to Section 32-1-1001(l)(m), C.R.S., to provide for the orderly and efficient conduct of management, operation and control of the public facilities and services of the District. The District, pursuant to the provisions of its Service Plan approved by the Town of Windsor (the "**Service Plan**") has financed certain recreation amenities to serve the community commonly known as Raindance (the "**Community**") including the Raindance River Resort, trails, paths, orchards, open space, landscape tracts and turf fields (collectively, the "**Recreation Amenities**").

Unless otherwise specified, all references to the "District" made herein shall refer to Raindance Metropolitan District No. 1, as well its respective Board of Directors. All references herein to "District Manager" shall refer to an independent contractor engaged by the District to perform such services, with and to the extent authorized by the District, by contract or other valid allocation of authority.

- 2. District Recreation Amenities Use Generally:** Recreation Amenities are available for use by the general public during the hours of operation set forth below, subject to this Recreation Amenities Use Policy ("Policy") on a first come, first serve basis.

HOURS OF OPERATION:

5:00 a.m. – 10:00 p.m.

- 3. No Reservations/Commercial Activity/Organized Sports:** The Recreation Amenities are available for the general, informal use of the general public - no reservations are allowed without the prior written approval of the District. Commercial use of the Recreation Amenities is prohibited without the prior written approval of the District. For purposes of this policy "commercial use" shall mean use of the Recreation Amenities for promotion of any business or sale of any product or service, including but not limited to entrance fees or ticket sales. Recreation Amenities may not be reserved for organized sports without prior written approval of the District. For purposes of this policy "organized sports" shall mean any organized team which a coach or referee is present, or any team that is part of any organized league or organization, or as otherwise determined by the Board.
- 4. Prohibited Activities:** Unless specifically authorized in writing by the District, the activities described in this Section 3 are prohibited within the Recreation Amenities.
 - a.** Enter or remain in or refuse to leave during those times when the Recreation Amenities are not open for public use.
 - b.** Hold organized sports team practices or games.

- c. Allow personal property to remain on the Recreation Amenities at the end of the hours of operation, including parking motor vehicles overnight.
- d. Operate private or commercial drones, or other recreational aircraft.
- e. Deposit, leave or bury refuse, trash, pet waste, or litter except in designated trash receptacles.
- f. Place or post signs, or stick or place any handbill, poster, placard, sticker, or painted or printed matter on any public building, fence, power or light or telephone pole, or any other public structure.
- g. Permit pets to be off leash. Domestic animals must be under the owner's or handler's control at all times, and on a leash. Owner or handler will be responsible for any damages caused by their animal.
- h. Camp overnight.
- i. Install any structure, including but not limited to, tents, booths, stands, awnings, tree houses, rope swings, inflatable amusements or canopies, except that temporary awnings and umbrellas or other temporary portable structures for shade are permitted as long as such structures are not left unattended and are removed when user leaves. No stakes may be driven into the ground.
- j. Destroy, vandalize, deface or damage any property, buildings, structures, signs, equipment, fences, gates or locks regulating access.
- k. Use any amplified sound system that produces audible sound beyond 25 feet.
- l. Play or practice golf or archery.
- m. Sell, serve, or dispense any alcoholic beverages unless a special event permit is obtained pursuant to the District Amenities Reservation Policy. The private, personal consumption of alcohol is permitted for persons 21 years of age or older and in compliance with all applicable State and local laws and regulations.
- n. Smoke, including vaping and electronic cigarettes.
- o. Consume or possess any illegal drugs.
- p. Consume or possess marijuana.
- q. Bring into, possess, or have any glass bottles, or container, plates, or any other object made of glass.
- r. Engage in disorderly conduct or abusive language.
- s. Discharge explosives or fireworks or operate launch model rockets or other devices which may have an explosive charge.

- t. Conduct any commercial activity without prior written approval of the District Manager.
- u. Block, close off, or impair access to any trails or facilities.
- v. Hunt, shoot, kill, injure, trap or maim any animal.
- w. Enter, without authorization, those areas and facilities posted or otherwise designated as closed to the general public, if any.
- x. Remove, cut down, or disfigure rocks, trees, shrubs or other features of the natural environment. Picking fruit and vegetables in the orchards and farm fields during District approved picking seasons is permitted.
- y. Plant any trees, shrubs or other vegetation anywhere within the Recreation Amenities.
- z. Build a fire or operate a fire pit or charcoal grill, including propane fire pits. Portable propane grills are okay.
- aa. Operate unauthorized motorized vehicles, including all off-road vehicles such as ATVs, dirt bikes, and other recreational vehicles. Golf carts are permitted pursuant to the Golf Cart Use Policy. Electric scooters and bicycles are permitted.
- bb. Possess a weapon, unless authorized pursuant to C.R.S. 18-12-214, or any air rifle, spring-gun, sling, paintball gun, air soft gun or any other weapon.

5. Private Golf Carts:

- a. **Use Generally:** All golf cart drivers must be at least sixteen (16) years of age and possess a valid driver's license. Golf carts may only be operated within designated areas within Raindance as depicted in **Exhibit B**, attached hereto. Golf carts shall not be driven or parked outside the designated areas, including open space, parks, and turf fields. Golf carts shall not be operated with more passengers than are seats on the golf cart. All passengers must remain seated while the golf cart is moving.
- b. **Registration Required:** All golf carts used or intended for use within Raindance are required to be registered with the District. Golf Cart Registration Forms may be obtained from the District Manager. Any person found operating an unregistered golf cart may be subject to fines, at the discretion of the Board.
- c. **Golf Carts on Public Streets:** Use of golf carts on designated public streets in Raindance is permitted under the jurisdiction of the Town of Windsor pursuant to Town of Windsor Resolution 2020-35, attached hereto. All golf cart users must comply with all applicable ordinances of the Town of Windsor and laws of the State of Colorado regarding motor vehicles.
- d. **Lights:** Golf carts must be equipped and illuminated with head, tail and stop lamps and turn signals when used at night or low visibility.

6. Compliance/Enforcement:

- a. Disorderly or Offensive Conduct.** The District Manager and its authorized representatives, including security patrols may request any individual to cease conduct that is:
 - i.** In violation of any of the District's rules and regulations, including this Policy.
 - ii.** Interferes with, or is abusive, toward any of the District's representatives in the normal operation of the Recreation Amenities.
 - iii.** Interferes with any user or guest's use or enjoyment of the Recreation Amenities, or is abusive to any such person.
- b. Remedies Available for Disorderly or Offensive Conduct.** In the event that the offending party fails to cease such conduct after being requested and warned to do so, the District Manager, or its designee, is authorized to use any and all reasonable means he or she deems necessary to stop such conduct. This includes, but is not limited to, having the offender removed from the Recreation Amenities, the imposition of fines, or the revocation of further privileges at the Recreation Amenities.
- c. Violations.** If anyone is found to violate the District's rules and regulations, including this Policy, disciplinary measures may be administered by the District Manager as follows without the necessity of any action of the District's Board of Directors:

First offense:	Advisory Letter
Second offense within 90 days of the Advisory Letter:	\$100
Third offense within 90 days of the Advisory Letter:	\$200

Users may also be restricted from use of the Recreation Amenities at the discretion of the District Manager and must apply for reinstatement. The District Manager shall determine whether the reinstatement is approved.

The District's Board of Directors shall be notified of all disciplinary measures by the District Manager and shall, in its discretion, have the ability to impose other disciplinary measures it deems appropriate at any point in time, which may include revocation of Recreation Amenities privileges for a user and/or user's family members. Any violations and disciplinary measures taken will be recorded in writing and kept on file by the District Manager. All violations may be reported to local law enforcement authorities as deemed necessary by the District Manager or the District's Boards of Directors.

- d. Restitution for Violation.** If any user or guest commits an act or omission that constitutes a violation of this Policy, and the violation causes the District to incur expenses, the user who commits the violation, or who is responsible for the guest who commits the violation, shall be liable to the District for all such expenses and shall

repay the same to the District upon request. Such expenses may include, but shall not be limited to, reasonable attorneys' fees incurred as a result of the violation, as well as reasonable costs and/or attorneys' fees incurred in obtaining and collecting a judgment against a user who commits a violation or is responsible for a guest who commits a violation.

EXHIBIT A
TOWN RESOLUTION NO. 2020-35
AND
DESIGNATED GOLF CART AREAS

TOWN OF WINDSOR

RESOLUTION NO. 2020 - 35

A RESOLUTION APPROVING A PERMIT PURSUANT TO CHAPTER 8, ARTICLE VI OF THE *WINDSOR MUNICIPAL CODE* FOR THE PURPOSE OF ALLOWING THE USE OF GOLF CARS ON PUBLIC ROADWAYS WITHIN THE NEIGHBORHOODS KNOWN AS “RAINDANCE”.

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipality with all powers and authority vested by Colorado law; and

WHEREAS, in 2009, the Town Board adopted an amendment to the *Windsor Municipal Code*, later codified at Chapter 8, Article VI, with respect to the operation of golf cars on public roadways (“Golf Car Code”); and

WHEREAS, the Golf Car Code contains various requirements for Town Board review and approval of neighborhood requests for permission to operate golf cars on public roadways; and

WHEREAS, except as approved by the Town Board, the Golf Car Code makes it clear that operation of golf cars on public streets is prohibited; and

WHEREAS, permission for the operation of golf cars on public roadways has already been provided for areas within the Water Valley Master Association, in Water Valley North, Water Valley South, and Pelican Hills (Hilltop Estates), and South Hill (Frye Farm and Pelican Farms) through expansion and amendments to Resolution No. 2005-97 dated November 14, 2005, with respect to Neighborhood Electric Vehicles as then-defined under State law.

WHEREAS, the RainDance Community Association, Inc. (“Association”), jointly with the RainDance Metropolitan District has submitted a written request to the Town Board, seeking permission for the operation of golf cars on additional public roadways within a defined area, to include RainDance; and

WHEREAS, the Town’s Police Department has undertaken the necessary administrative reviews, and has made its recommendations to the Town Board in this regard; and

WHEREAS, the Town Board has undertaken the necessary legislative review, and has concluded that, subject to the limitations, conditions and restrictions set forth herein, the requested permit should be issued pursuant to the Golf Car Code; and

WHEREAS, the within Resolution is intended to promote the public health, safety and welfare.

NOW, THEREFORE, be it resolved by the Town Board for the Town of Windsor, Colorado, as follows:

1. The foregoing recitals are incorporated herein as if set forth fully.
2. Pursuant to Chapter 8, Article VI of the *Windsor Municipal Code*, the operation of golf cars* shall be lawful upon public roadways within the geographical area depicted upon the attached Exhibit A (“Permit Area”) for the areas inclusive within the RainDance Metropolitan District, and the RainDance Community Association, Inc.
3. The following conditions shall apply to the operation of golf cars within the Permit Area:
 - a. No golf car shall be operated by any person under the age of sixteen (16) years.
 - b. No golf car shall be operated by any person unless such person holds valid driving privileges pursuant to Title 42, C.R.S., or the equivalent under the law of any other jurisdiction within the United States.
 - c. No golf car shall be operated upon any sidewalk, pedestrian trail or recreational facility within the Town, whether or not such trail or recreational facility is operated under authority of the Town, unless the sidewalk, trail or recreational facility is posted as a designated golf car path. No golf cars shall be allowed on the Poudre River Trail.
 - d. Golf cars shall not be operated upon any roadway with a speed limit greater than 35 mph; and shall not be operated on any portion of 7th Street, Colorado Boulevard, Colorado State Highway 392 or Colorado State Highway 257. Golf cars shall only cross such roadways where golf car crossings are permitted, and posted as set forth in Section 4 below.
 - e. The operator of a golf car must obey all traffic and parking regulations otherwise applicable to motor vehicles.
 - f. No golf car shall be operated between sunset and sunrise or at any other time when, due to insufficient light or unfavorable atmospheric conditions, persons and vehicles on the highway are not clearly discernible at a distance of one thousand (1,000) feet ahead, unless such golf car is equipped and illuminated with head lamps, tail lamps, stop lamps and turn signals as required under Title 42, Article 4, Part 2, C.R.S.
 - g. Golf cars shall be operated as close to the right side of the roadway as practicable, exercising due care when approaching, overtaking or passing a

* As defined in Chapter 8, Article VI of the *Windsor Municipal Code*

standing vehicle or one proceeding in the same direction or when approaching, overtaking or passing a pedestrian or bicyclist.

4. In addition to the operation-specific conditions set forth above, the permissions granted under this Resolution shall be expressly conditioned upon the posting of signage within the Permit Area, the cost of which shall be borne solely by the Association, which signage shall comply with the following requirements:
 - a. At each roadway intersection through which vehicular traffic may exit the Permit Area, a sign having a reflective surface area of no less than twenty-four by twenty-four inches ("24 X 24") shall face the exiting traffic lane, shall contain the universal symbol prohibiting golf cars, and shall either contain the phrase, "NO GOLF CARS BEYOND THIS POINT", or shall separately contain such phrase elsewhere upon the same sign post; and
 - b. Within fifty feet of each roadway intersection, a sign having a reflective surface of not less than twenty-four by twenty-four inches ("24 X 24") shall face approaching traffic, and shall contain a depiction of a golf car, and shall either contain the phrase, "GOLF CARS ON ROADWAY", or shall separately contain such phrase elsewhere upon the same sign post.
 - c. At every crossing of any State Highway or roadway posted at a speed limited greater than 35 mph, a sign having a reflective surface of not less than twenty-four by twenty-four inches ("24 X 24") shall face approaching traffic, and shall contain a depiction of a golf car, and shall either contain the phrase, "GOLF CARS CROSSING", or shall separately contain such phrase elsewhere upon the same sign post.
 - d. Until such time as a crossing has been authorized by official Town Board action at any State Highway or roadway posted at a speed limited greater than 35 mph, signs, meeting the requirements stated above in "c", shall be clearly posted stating "NO GOLF CARS CROSSING", with a depiction of the universal symbol prohibiting golf cars, shall be posted at any area where a golf car may try to cross.
5. In addition to the foregoing requirements and limitations, the Association shall distribute a complete copy of the within Resolution by United States Mail, First Class postage pre-paid, to each of its members. The Association shall also distribute the attached Notification to any of its membership for which electronic mail addresses are maintained by the Association.
6. The Golf Car privileges granted herein are revocable if, in the sole discretion of the Windsor Town Board, the safety of the public cannot be assured.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 13th day of April, 2020.

TOWN OF WINDSOR, COLORADO

By: Kristie Melendez
Kristie Melendez, Mayor

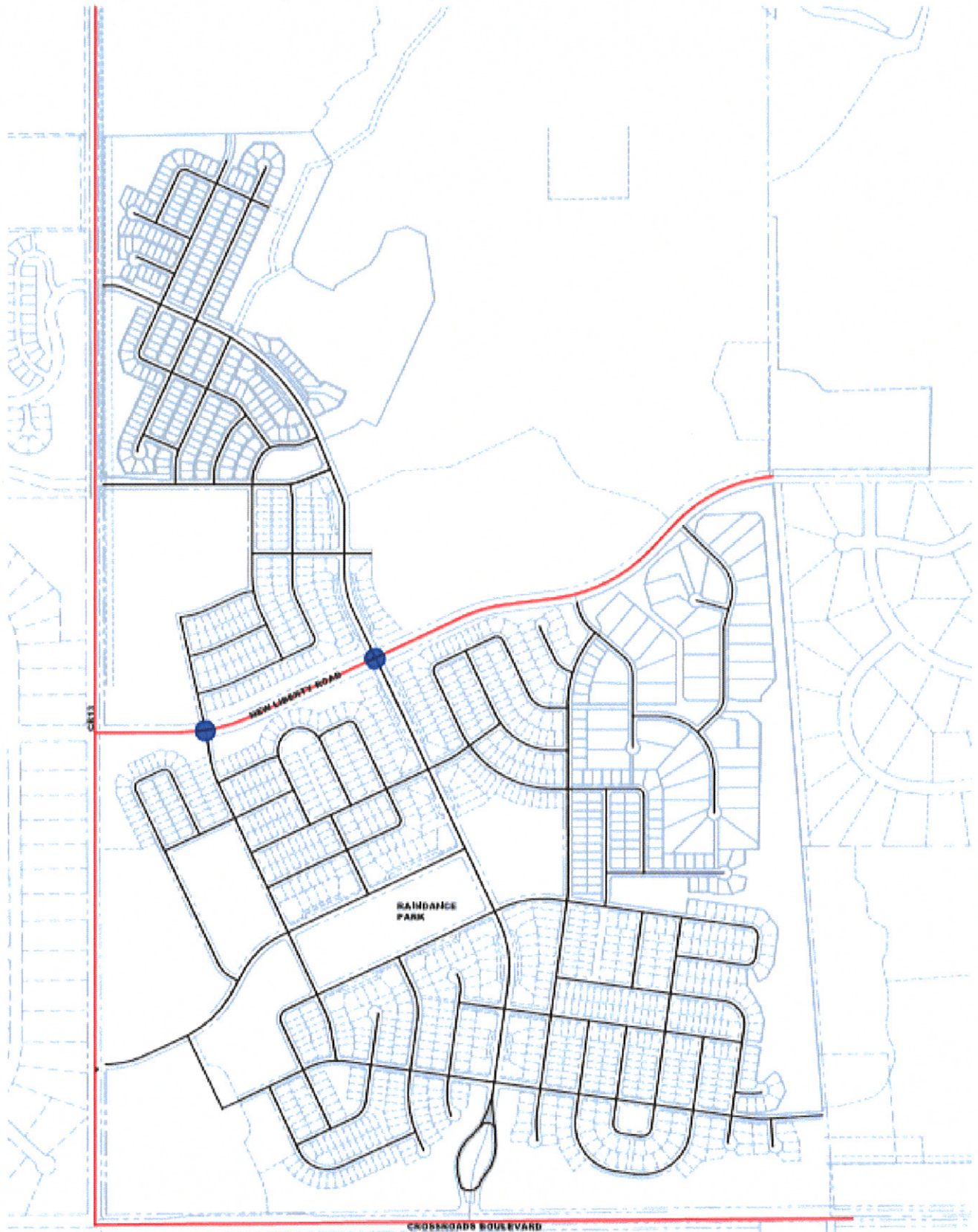
ATTEST:

Krystal Eucker
Krystal Eucker, Town Clerk



RAINDANCE: COMMUNITY GOLF CART MAP

- Per State law, no golf cart can drive along roads marked 35 mph or faster.
- Carts must be operated as close to the right side of the road as possible.



LEGEND

- BLACK LINE INDICATES CITY STREET & CART PATH FRIENDLY ROAD.
- RED LINE INDICATES ROAD WHERE CARTS CANNOT DRIVE.

- BLUE CIRCLES INDICATE LOCATIONS WHERE CARTS MUST CROSS COLLECTOR ROADS.

(GOLF CART USAGE IS SUBJECT TO WINDSOR TOWN BOARD PERMIT REQUIREMENTS.)

From: Spencer Hobbs <spencer@harvestwindsor.org>
Sent: Thursday, March 10, 2022 8:42 AM
To: Hannah Barker <Hannah@advanceHOA.com>
Subject: Easter Event in Raindance

Dear Hannah,

I am grateful for the opportunity to be able to have Harvest Church who is in our Raindance community and for our community. We are here to continue and build off of what we were invited to do last Easter to start a tradition for our families in Raindance to be able to remain in their own neighborhood to celebrate together a community Easter celebration.

Harvest Church stands ready to offer the same quality of service as we did last year. I cannot tell you the number of people in the community that thanked us last year in helping the Raindance HOA have the first Easter celebration. As I am aware that there is an effort to combine with Water Valley, Harvest Church would like to continue the tradition in serving our community with an Easter Egg Hunt, a prize-drawing that will benefit businesses in the community as well as our community members, and culminating in a voluntary Easter service.

We are willing to rent the space necessary, clean up after the events and do whatever other service to the community our volunteers are able to do.

Here is what we are willing to deliver for this community:

- A FREE Community wide Easter Event
- Our own liability insurance to cover any possible liabilities from 8:00 to 12:30pm
- Request the use and rent if need be the grassy common area by the Raindance River Resort or at Cherry Park
- Offer the Easter Egg Hunt followed by a Community Easter Service from 9:30-11:30am
- At least 8000 pre-filled eggs (our aim is 10,000 pre-filled eggs) and to use sanitary means to do so
 - Prizes for all ages of children
- a Complimentary photo wall
- Provide a generator for the event unless we are able pay rent and tap into the Raindance River Resort for electric power

Harvest Church has residence here in Raindance that believes we are here in the community and FOR the community of Raindance. We believe these kind of events build unity and continuity in a community, bringing value to residing here above other planned communities in the area.

We respectfully submit this request to you.

Spencer Hobbs
Pastor at Harvest Church
970-795-8711

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
RAINDANCE METROPOLITAN DISTRICT NO. 1**

**REGARDING ACCEPTANCE OF DISTRICT ELIGIBLE COSTS AND
ACQUISITION OF PUBLIC IMPROVEMENTS**

(Golf Course #2)

WHEREAS, the RainDance Metropolitan District No. 1 (the “**District**”), Town of Windsor, Weld County, State of Colorado, is a quasi-municipal corporation and political subdivision of the State of Colorado duly organized and existing as a metropolitan district under §§ 32-1-101, et seq., C.R.S. (the “**Special District Act**”); and

WHEREAS, the District has the power to provide certain public infrastructure, improvements, facilities and services (collectively, the “**Public Infrastructure**”), as described in the Special District Act, and as authorized in the Service Plan for the District approved by the Town Board for the Town of Windsor on March 24, 2014 (the “**Service Plan**”); and

WHEREAS, the District was organized for the purpose of providing for the acquisition, financing, construction, and installation of the Public Infrastructure serving the property located within and without the District’s boundaries; and

WHEREAS, in accordance with § 32-1-1001(1)(f), C.R.S., the District has the power to acquire real and personal property, including rights and interests in property and easements necessary to its functions or operations; and

WHEREAS, the District has undertaken the construction of a public golf course (the “**Project**”); and

WHEREAS, the District and Raindance Aquatic Investments, LLC (the “**Developer**”) are parties to an Infrastructure Acquisition and Reimbursement Agreement, Effective January 1, 2020, (the “**Agreement**”); and

WHEREAS, the Agreement establishes the terms and conditions for the acquisition of certain Public Infrastructure financed and constructed or caused to be constructed by the Developer that is to be owned by the District or such other applicable governmental entity, and the reimbursement of Certified District Eligible Costs incurred by the Developer; and

WHEREAS, the District is party to that certain Agreement Regarding Lot PIF dated October 15, 2021, with Raindance Development LLC (the “**PIF Agreement**”), wherein Raindance Development LLC made certain lot purchase fees (“**Lot PIF**”) available to the District as a source of revenue to construct the Project; and

WHEREAS, the Developer has funded certain costs related to the Public Improvements for the benefit of the District; and

WHEREAS, the Developer has furnished the payment information and all other additional information requested by the District; and

WHEREAS, the District has received satisfactory Engineer's Cost Certifications, Accountant's Cost Certification, and Design Certification (as applicable); and

WHEREAS, the Board of Directors (the "**Board**") of the District desires to adopt this resolution declaring satisfaction of the conditions to acceptance as set forth in the Agreement, subject to any variances or waivers which the Boards may allow in its sole and absolute discretion, and with any reasonable conditions the Boards may specify (hereinafter, the "**Acceptance Resolution**").

NOW, THEREFORE, be it resolved by the Board of the District as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated into and made a part of this Acceptance Resolution.
2. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement; and
3. Acknowledgment of Documents Received. With respect to Dedicated Public Infrastructure, and Acquired Public Infrastructure, the Board makes the following findings.
 - a. TST Inc, Consulting Engineers and other appropriate and qualified design professionals have reviewed the invoices and other material presented to substantiate the District Eligible Costs and issued Engineer Cost Certifications and Engineer's Design Certifications (as applicable), attached hereto as **Exhibit A**, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition and/or reimbursement, that such costs are reasonable and appropriate for the type of Public Infrastructure being constructed, and that the Public Infrastructure is fit for its intended purpose and was constructed substantially in accordance with its design.
 - b. CliftonLarsonAllen LLP has reviewed the Engineer's Cost Certification, invoices and other material presented to substantiate the District Eligible Costs and has issued an Accountant Cost Certification, attached hereto as **Exhibit B**, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition/and or reimbursement.
4. Acceptance of Certified District Eligible Costs. The Board, having reviewed the Engineer's Cost Certifications, Accountant's Cost Certification, and Design Certifications (as applicable), and all other information as deemed necessary and appropriate, finds and determines that the Certified District Eligible Costs to be accepted pursuant to this Acceptance Resolution is \$5,201,173.17. Based on the documentation received, the Board further finds that the applicable requirements set forth in the Agreement have been satisfied, and that Certified District Eligible Costs in the amount of \$5,226,378.83 are hereby accepted and approved for reimbursement by the District exclusively from proceeds available from Lot PIF.

5. Acquisition of Public Infrastructure. To the extent the District is acquiring Public Infrastructure, the Board, having reviewed the Design Certifications (as applicable) hereby finds that Developer has provided the information as required by the Agreement, as applicable, in form and substance satisfactory to the District (or has provided assurance acceptable to the District, that the Developer will provide such information) and the District hereby approves acquisition of the Public Infrastructure from the Developer.

6. Subject to Annual Appropriations. The obligations of the District pursuant to this Acceptance Resolution are subject to annual appropriation and shall not be deemed to be multiple fiscal year obligations for the purposes of Article X, Section 20 of the Colorado Constitution, and may not exceed amounts permitted by the District's electoral authorization and Service Plan.

Signature page follows.

APPROVED and ADOPTED this 24th day of March, 2022.

RAINDANCE METROPOLITAN DISTRICT NO.
1, a quasi-municipal corporation and political
subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

EXHIBIT A

Engineer's Cost Certification and Design Certifications



TST, INC. CONSULTING ENGINEERS



2/1/2022

EXHIBIT 1

Project No. 0732.0354.00

Project: Raindance Golf Course-January Cutoff

By: RFB

Item	Amount
Total Project District Improvements	
Mobilization	\$96,148.91
Surveying	\$5,141.48
Erosion Control	\$65,850.82
Earthwork	\$691,787.00
Drainage	\$110,871.80
Other-Eagle Golf Billings Delta	-\$120,983.98
Greens Construction	\$20,915.00
Bunker Construction/Liner	\$184,679.74
Tees Construction	\$53,702.74
Amend Tee Tops & Green Aprons	\$48,760.89
Booster Pump	\$24,059.50
Bridges	\$103,299.38
Sand Gravel Areas/Cartways	\$96,992.66
Irrigation	\$524,468.26
Landscaping	\$722,080.49
Fuel	\$70,478.48
Concrete Cartways	\$85,062.48
Total	\$2,783,315.65

DESIGN PROFESSIONAL'S CERTIFICATION

STATE OF FLORIDA)
) ss.
COUNTY OF St. Johns)

Before me, the undersigned, personally appeared Harrison Minchew who, being by me first duly sworn on oath, deposes and says:

- 1. That he is a design professional duly qualified to issue a professional opinion related to the costs of public improvements or facilities constructed within or without the boundaries of The Raindance Metropolitan District Nos. 1-4, which public improvements or facilities may be acquired and/or reimbursed by The Raindance Metropolitan District No. 1 (RDMD No. 1).
2. That he has inspected and otherwise examined the facilities described in Exhibit A attached hereto (the "Public Infrastructure"), and has reviewed the costs itemized therein.
3. That he found the Public Infrastructure to be in satisfactory form and condition and that it is his professional opinion that the Public Infrastructure is fit for the purpose, and is was constructed substantially in accordance with its design.
4. That he found the costs for the Facilities totaling \$ 848,816.03, as further set forth in Exhibit A, to be reasonable and appropriate for the type of public infrastructure being constructed in the vicinity of the project.

DISTRICT DESIGN PROFESSIONAL

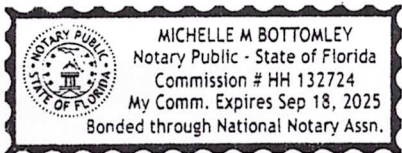
By: Harrison M. Minchew

Its: DISTRICT DESIGN PROFESSIONAL

FOR AND ON BEHALF OF HARRISON MINCHEW GOLF COURSE ARCHITECT

Subscribed and sworn to before me this 2 day of February, 2022

My commission expires: Sep 18 2025



Michelle M Bottomley
Notary Public

ENGINEER'S CERTIFICATION

STATE OF COLORADO)
) ss.
COUNTY OF Garimer)

Before me, the undersigned, personally appeared Derek A Patterson who, being by me first duly sworn on oath, deposes and says:

1. That he is an engineer duly qualified to issue a professional opinion related to the costs of public improvements or facilities constructed within or without the boundaries of The Raindance Metropolitan District Nos. 1-4, which public improvements or facilities may be acquired and/or reimbursed by The Raindance Metropolitan District No. 1 (RDMD No. 1).
2. That he has inspected and otherwise examined the facilities described in Exhibit A attached hereto (the "Public Infrastructure"), and has reviewed the costs itemized therein.
3. That he found the Public Infrastructure to be in satisfactory form and condition and that it is his professional opinion that the Public Infrastructure is fit for the purpose, and is was constructed substantially in accordance with its design.
4. That he found the costs for the Facilities totaling \$ 848,816.03, as further set forth in Exhibit A, to be reasonable and appropriate for the type of public infrastructure being constructed in the vicinity of the project.

DISTRICT ENGINEER

By: 

Its: DISTRICT ENGINEER

FOR AND ON BEHALF OF TST, INC.

Subscribed and sworn to before me this 3rd day of February, 2022

My commission expires: 6/18/24

Joanne R. Milligan NOTARY PUBLIC STATE OF COLORADO NOTARY ID# 20124036387 MY COMMISSION EXPIRES 06/18/2024
--


Notary Public



TST, INC. CONSULTING ENGINEERS



1/24/2022

EXHIBIT A

Project No. 0732.0354.00

TST & Harrison Minchew

By: RFB

Item	Amount
Total Project District Improvements	
Mobilization	\$96,148.91
Surveying	\$5,141.48
Erosion Control	\$65,850.82
Earthwork	\$691,787.00
Drainage	\$110,871.80
Other-Eagle Golf Billings Delta	-\$120,983.98
Total	\$848,816.03

Company/Invoice Sender	Category	Invoice #	Invoice Date	Invoice Amount
Aggie Environmental Services	Erosion Control	3892	9/13/2021	\$ 2,090.00
Aggie Environmental Services	Erosion Control	3900	10/27/2021	\$ 2,725.00
C&H Logistics	Earthwork	71936	9/15/2021	\$ 405.00
CMS Environmental	Erosion Control	126461	11/1/2021	\$ 375.00
CMS Environmental	Erosion Control	127698	12/1/2021	\$ 375.00
CMS Environmental	Erosion Control	128408	12/1/2021	\$ 195.00
CMS Environmental	Erosion Control	125195	10/1/2021	\$ 375.00
Crow Creek Construction	Erosion Control	6012024202454	10/28/2021	\$ 4,797.50
Eagle Golf Construction	Mobilization	12	8/7/2021	\$ 24,068.00
Eagle Golf Construction	Erosion Control	12	8/7/2021	\$ 20,757.89
Eagle Golf Construction	Earthwork	12	8/7/2021	\$ 133,914.01
Eagle Golf Construction	Earthwork	12	8/7/2021	\$ 16,660.80
Eagle Golf Construction	Earthwork	12	8/7/2021	\$ 65,715.00
Eagle Golf Construction	Drainage	12	8/7/2021	\$ 12,569.86
Eagle Golf Construction	Drainage	12	8/7/2021	\$ 29,041.27
Eagle Golf Construction	Other-Eagle Golf Billings Delta	12	8/7/2021	\$ (38,132.62)
Eagle Golf Construction	Mobilization	13	9/4/2021	\$ 24,000.00
Eagle Golf Construction	Surveying	13	9/4/2021	\$ 199.10
Eagle Golf Construction	Erosion Control	13	9/4/2021	\$ 4,229.42
Eagle Golf Construction	Earthwork	13	9/4/2021	\$ 111,118.95
Eagle Golf Construction	Earthwork	13	9/4/2021	\$ 7,641.60
Eagle Golf Construction	Earthwork	13	9/4/2021	\$ 54,880.00
Eagle Golf Construction	Drainage	13	9/4/2021	\$ 12,175.59
Eagle Golf Construction	Drainage	13	9/4/2021	\$ 25,346.84
Eagle Golf Construction	Other-Eagle Golf Billings Delta	13	9/4/2021	\$ (30,782.89)
Eagle Golf Construction	Mobilization	14	10/5/2021	\$ 24,000.00
Eagle Golf Construction	Surveying	14	10/5/2021	\$ 78.87
Eagle Golf Construction	Erosion Control	14	10/5/2021	\$ 18,597.14
Eagle Golf Construction	Earthwork	14	10/5/2021	\$ 112,652.52
Eagle Golf Construction	Earthwork	14	10/5/2021	\$ 5,870.00
Eagle Golf Construction	Earthwork	14	10/5/2021	\$ 30,652.50
Eagle Golf Construction	Drainage	14	10/5/2021	\$ 12,829.75
Eagle Golf Construction	Other-Eagle Golf Billings Delta	14	10/5/2021	\$ (28,382.39)
Eagle Golf Construction	Mobilization	15	11/6/2021	\$ 24,080.91
Eagle Golf Construction	Surveying	15	11/6/2021	\$ 521.01
Eagle Golf Construction	Erosion Control	15	11/6/2021	\$ 6,237.57
Eagle Golf Construction	Earthwork	15	11/6/2021	\$ 97,728.56
Eagle Golf Construction	Earthwork	15	11/6/2021	\$ 5,870.00
Eagle Golf Construction	Earthwork	15	11/6/2021	\$ 13,130.00
Eagle Golf Construction	Drainage	15	11/6/2021	\$ 7,030.30
Eagle Golf Construction	Drainage	15	11/6/2021	\$ 11,878.19
Eagle Golf Construction	Other-Eagle Golf Billings Delta	15	11/6/2021	\$ (23,686.08)
Galloway and Company	Surveying	100779	9/15/2021	\$ 530.00
Galloway and Company	Surveying	101676	10/18/2021	\$ 2,248.75
Galloway and Company	Surveying	102332	11/16/2021	\$ 445.00
Galloway and Company	Surveying	103183	12/14/2021	\$ 1,118.75
Omerta Storm Water Management	Erosion Control	160227	8/30/2021	\$ 553.10
Prairie Dog Pros, LLC	Earthwork	1542	8/7/2021	\$ 5,751.30
Prairie Dog Pros, LLC	Earthwork	1571	9/25/2021	\$ 29,796.76
Verdant Environmental LLC	Erosion Control	193	11/12/2021	\$ 4,543.20
Exhibit A Total				\$ 848,816.03

DESIGN PROFESSIONAL'S CERTIFICATION

STATE OF FLORIDA)
) ss.
COUNTY OF ST. JOHNS)

Before me, the undersigned, personally appeared Harrison Minchew who, being by me first duly sworn on oath, deposes and says:

1. That he is a design professional duly qualified to issue a professional opinion related to the costs of public improvements or facilities constructed within or without the boundaries of The Raindance Metropolitan District Nos. 1-4, which public improvements or facilities may be acquired and/or reimbursed by The Raindance Metropolitan District No. 1 (RDMD No. 1).
2. That he has inspected and otherwise examined the facilities described in Exhibit B attached hereto (the "Public Infrastructure"), and has reviewed the costs itemized therein.
3. That he found the Public Infrastructure to be in satisfactory form and condition and that it is his professional opinion that the Public Infrastructure is fit for the purpose, and is was constructed substantially in accordance with its design.
4. That he found the costs for the Facilities totaling \$ 435,417.25, as further set forth in Exhibit B, to be reasonable and appropriate for the type of public infrastructure being constructed in the vicinity of the project.

DISTRICT DESIGN PROFESSIONAL

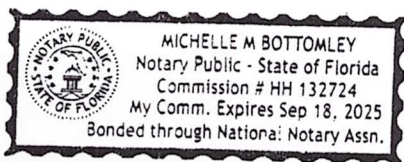
By: Harrison M. Minchew

Its: DISTRICT DESIGN PROFESSIONAL

FOR AND ON BEHALF OF HARRISON MINCHEW GOLF COURSE ARCHITECT

Subscribed and sworn to before me this 2 day of February, 2022

My commission expires: Sep 18 2025



Michelle M. Bottomley
Notary Public



TST, INC. CONSULTING ENGINEERS



2/1/2022

EXHIBIT B

Project No. 0732.0354.00

Harrison Minchew

By: RFB

Item	Amount
Total Project District Improvements	
Greens Construction	\$20,915.00
Bunker Construction/Liner	\$184,679.74
Tees Construction	\$53,702.74
Amend Tee Tops & Green Aprons	\$48,760.89
Booster Pump	\$24,059.50
Bridges	\$103,299.38
Total	\$435,417.25

Company/Invoice Sender	Category	Invoice #	Invoice Date	Invoice Amount
BigIron Auctions	Bridges	1232931	12/1/2021	\$ 8,651.00
Complete Energy Services Inc.	Booster Pump	NPT00198634	9/10/2021	\$ 3,915.00
Complete Energy Services Inc.	Booster Pump	NPT00201257	10/19/2021	\$ 1,375.00
Complete Energy Services Inc.	Booster Pump	NPT00203957	11/9/2021	\$ 7,215.00
Complete Energy Services Inc.	Booster Pump	NPT00207539	12/7/2021	\$ 6,780.00
Eagle Golf Construction	Bunker Construction/Liner	12	8/7/2021	\$ 39,314.79
Eagle Golf Construction	Bunker Construction/Liner	12	8/7/2021	\$ 37,302.82
Eagle Golf Construction	Tees Construction	12	8/7/2021	\$ 18,446.26
Eagle Golf Construction	Amend Tee Tops & Green Aprons	12	8/7/2021	\$ 18,751.54
Eagle Golf Construction	Greens Construction	13	9/4/2021	\$ 3,750.00
Eagle Golf Construction	Bunker Construction/Liner	13	9/4/2021	\$ 32,477.29
Eagle Golf Construction	Bunker Construction/Liner	13	9/4/2021	\$ 15,210.00
Eagle Golf Construction	Tees Construction	13	9/4/2021	\$ 15,783.94
Eagle Golf Construction	Amend Tee Tops & Green Aprons	13	9/4/2021	\$ 15,503.91
Eagle Golf Construction	Greens Construction	14	10/5/2021	\$ 750.00
Eagle Golf Construction	Bunker Construction/Liner	14	10/5/2021	\$ 34,032.38
Eagle Golf Construction	Tees Construction	14	10/5/2021	\$ 16,472.54
Eagle Golf Construction	Amend Tee Tops & Green Aprons	14	10/5/2021	\$ 14,505.44
Eagle Golf Construction	Greens Construction	15	11/6/2021	\$ 15,665.00
Eagle Golf Construction	Greens Construction	15	11/6/2021	\$ 750.00
Eagle Golf Construction	Bunker Construction/Liner	15	11/6/2021	\$ 26,342.47
Eagle Golf Construction	Tees Construction	15	11/6/2021	\$ 3,000.00
Fired Up Fabrication	Bridges	4129	8/31/2021	\$ 9,975.00
Fired Up Fabrication	Bridges	4130	8/30/2021	\$ 10,830.00
Fired Up Fabrication	Bridges	4138	9/29/2021	\$ 68,465.38
Fired Up Fabrication	Bridges	8126	10/4/2021	\$ 800.00
Ground Engineering	Bridges	210552.0-7	10/11/2021	\$ 643.50
Ground Engineering	Bridges	210552.0-5	8/17/2021	\$ 1,141.25
Ground Engineering	Bridges	210552.0-6	9/9/2021	\$ 2,793.25
H&E Equipment Services, Inc.	Booster Pump	96247477	12/4/2021	\$ 2,387.25
H&E Equipment Services, Inc.	Booster Pump	96193882	11/6/2021	\$ 2,387.25
Exhibit B Total				\$ 435,417.25

DESIGN PROFESSIONAL'S CERTIFICATION

STATE OF FLORIDA)
) ss.
COUNTY OF ST. JOHNS)

Before me, the undersigned, personally appeared **Harrison Minchew** who, being by me first duly sworn on oath, deposes and says:

1. That he is a design professional duly qualified to issue a professional opinion related to the costs of public improvements or facilities constructed within or without the boundaries of The Raindance Metropolitan District Nos. 1-4, which public improvements or facilities may be acquired and/or reimbursed by The Raindance Metropolitan District No. 1 (RDMD No. 1).
2. That he has inspected and otherwise examined the facilities described in Exhibit C attached hereto (the "Public Infrastructure"), and has reviewed the costs itemized therein.
3. That he found the Public Infrastructure to be in satisfactory form and condition and that it is his professional opinion that the Public Infrastructure is fit for the purpose, and is was constructed substantially in accordance with its design.
4. That he found the costs for the Facilities totaling \$ 1,499,082.37 as further set forth in Exhibit C, to be reasonable and appropriate for the type of public infrastructure being constructed in the vicinity of the project.

DISTRICT DESIGN PROFESSIONAL

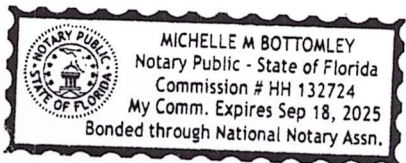
By: Harrison M. Minchew

Its: DISTRICT DESIGN PROFESSIONAL

FOR AND ON BEHALF OF HARRISON
MINCHEW GOLF COURSE ARCHITECT

Subscribed and sworn to before me this 2 day of February, 2022

My commission expires: Sep 18 2025



Michelle M Bottomley
Notary Public

ENGINEER'S CERTIFICATION

STATE OF COLORADO)
) ss.
COUNTY OF Carimer)

Before me, the undersigned, personally appeared **Derek A. Patterson** who, being by me first duly sworn on oath, deposes and says:

1. That he is an engineer duly qualified to issue a professional opinion related to the costs of public improvements or facilities constructed within or without the boundaries of Raindance Metropolitan District Nos. 1-4, which public improvements or facilities may be acquired and/or reimbursed by The Raindance Metropolitan District No. 1 (RDMD No. 1).
2. That he has reviewed the costs itemized with the facilities described in Exhibit C attached hereto (the "Public Infrastructure").
3. That he found the costs for the Facilities totaling \$ 1,499,082.37, as further set forth in Exhibit C, to be reasonable and appropriate for the type of public infrastructure being constructed in the vicinity of the project.

DISTRICT ENGINEER

By: [Signature]

Its: DISTRICT ENGINEER

FOR AND ON BEHALF OF TST, INC.

Subscribed and sworn to before me this 3rd day of February, 2022

My commission expires: 6/18/24

Joanne R. Milligan NOTARY PUBLIC STATE OF COLORADO NOTARY ID# 20124036387 MY COMMISSION EXPIRES 06/18/2024
--

[Signature]
Notary Public



TST, INC. CONSULTING ENGINEERS



2/1/2022

EXHIBIT C

Project No. 0732.0354.00

TST (Cost Only) & Harrison Minchew

By: RFB

Item	Amount
Total Project District Improvements	
Sand Gravel Areas/Cartways	\$96,992.66
Irrigation	\$524,468.26
Landscaping	\$722,080.49
Fuel	\$70,478.48
Concrete Cartways	\$85,062.48
Total	\$1,499,082.37

Company/Invoice Sender	Category	Invoice #	Invoice Date	Invoice Amount
A Concrete Inc	Concrete Cartways	16523	9/13/2021	\$ 20,304.00
A Concrete Inc	Concrete Cartways	16571	9/23/2021	\$ 8,834.80
A Concrete Inc	Concrete Cartways	16584	9/27/2021	\$ 37,969.12
A Concrete Inc	Concrete Cartways	16622	10/4/2021	\$ 11,722.56
A Concrete Inc	Concrete Cartways	16698	12/3/2021	\$ 6,232.00
C Lazy T Tree Movers LLC	Landscaping	1850	9/14/2021	\$ 21,780.00
C Lazy T Tree Movers LLC	Landscaping	1858	9/30/2021	\$ 21,065.00
C Lazy T Tree Movers LLC	Landscaping	1875	11/30/2021	\$ 11,275.00
Eagle Golf Construction	Sand Gravel Areas/Cartways	12	8/7/2021	\$ 8,560.16
Eagle Golf Construction	Irrigation	12	8/7/2021	\$ 144,070.11
Eagle Golf Construction	Landscaping	12	8/7/2021	\$ 42,226.67
Eagle Golf Construction	Landscaping	12	8/7/2021	\$ 44,506.63
Eagle Golf Construction	Fuel	12	8/7/2021	\$ 23,744.72
Eagle Golf Construction	Landscaping	12	8/7/2021	\$ 38,033.01
Eagle Golf Construction	Sand Gravel Areas/Cartways	13	9/4/2021	\$ 21,997.50
Eagle Golf Construction	Irrigation	13	9/4/2021	\$ 147,831.25
Eagle Golf Construction	Landscaping	13	9/4/2021	\$ 37,724.44
Eagle Golf Construction	Landscaping	13	9/4/2021	\$ 36,481.72
Eagle Golf Construction	Fuel	13	9/4/2021	\$ 17,014.24
Eagle Golf Construction	Landscaping	13	9/4/2021	\$ 32,292.20
Eagle Golf Construction	Sand Gravel Areas/Cartways	14	10/5/2021	\$ 39,870.00
Eagle Golf Construction	Irrigation	14	10/5/2021	\$ 129,922.83
Eagle Golf Construction	Landscaping	14	10/5/2021	\$ 37,217.44
Eagle Golf Construction	Landscaping	14	10/5/2021	\$ 37,214.90
Eagle Golf Construction	Fuel	14	10/5/2021	\$ 16,810.22
Eagle Golf Construction	Landscaping	14	10/5/2021	\$ 36,170.96
Eagle Golf Construction	Sand Gravel Areas/Cartways	15	11/6/2021	\$ 26,565.00
Eagle Golf Construction	Irrigation	15	11/6/2021	\$ 102,644.07
Eagle Golf Construction	Landscaping	15	11/6/2021	\$ 37,739.81
Eagle Golf Construction	Landscaping	15	11/6/2021	\$ 43,521.73
Eagle Golf Construction	Fuel	15	11/6/2021	\$ 12,909.30
Eagle Golf Construction	Landscaping	15	11/6/2021	\$ 38,107.90
Southern Exposure Landscape Management, Inc	Landscaping	19950	11/24/2021	\$ 36,306.56
Southern Exposure Landscape Management, Inc	Landscaping	19943	11/24/2021	\$ 53,926.24
Southern Exposure Landscape Management, Inc	Landscaping	19785	9/24/2021	\$ 9,203.00
Southern Exposure Landscape Management, Inc	Landscaping	19906	10/25/2021	\$ 26,905.78
Southern Exposure Landscape Management, Inc	Landscaping	19963	12/3/2021	\$ 381.50
Trollco Inc.	Landscaping	1090	9/15/2021	\$ 2,200.00
Trollco Inc.	Landscaping	1093	9/27/2021	\$ 75,600.00
Trollco Inc.	Landscaping	1098	10/6/2021	\$ 2,200.00
Exhibit C Total				\$ 1,499,082.37

EXHIBIT B

Accountant's Cost Certification



CliftonLarsonAllen LLP
8390 East Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
phone 303-779-5710 fax 303-779-0348
CLAAconnect.com

March 14, 2022

Board of Directors
Raindance Metropolitan District No. 1
Weld County, Colorado

Re: Facilities (Golf Course) Costs Review

This report summarizes the results of supplementary procedures we performed related to disbursements made by Raindance Aquatic Investments LLC (Developer) in connection with the construction and installation of golf course facilities within the boundaries of Raindance Metropolitan District Nos. 1-4 (Districts), which facilities will be acquired by Raindance Metropolitan District No. 1 (District No. 1).

We were requested to read and summarize documentation supporting payments made by the Developer to contractors/vendors. The documentation we received included copies of invoices, pay applications, checks, and bank statements. We did not review the contracts and did not evaluate quantity and quality measurements of the product of the services, which we assumed are covered by the certifications, dated February 2, 2022, provided by an independent engineer and an independent golf designer.

Upon review of the documentation submitted by the Developer, we have determined that out of the \$2,783,315.65 costs certified by the engineer and golf designer, **\$2,501,173.17 were paid by the Developer to contractors/vendors and have not been included in previous certifications**, as summarized in the attachment. The difference or amount we excluded (\$282,142.48) is described in the attachment.

We were not engaged to, and did not, conduct an examination in accordance with generally accepted auditing standards in the United States of America, the objective of which would be the expression of an opinion on the financial statements of District No.1. Accordingly, we do not express such an opinion. Further, our report should not be considered as final authorization for reimbursement. We performed our engagement as a consulting service under the American Institute of Certified Public Accountants' ("AICPA") Statement of Standards for Consulting Services. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are not independent with respect to District No. 1.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP
Greenwood Village, Colorado

Attachment



CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See nexia.com/member-firm-disclaimer for details.

RAINANCE METROPOLITAN DISTRICT NO. 1

Engineer & Architect Information										Accountant's Information							
Payor	Certified By	TST Ref.	Payee	Invoice Date	Description	Date Paid	Check #	Amount \$	Cost Reviewed	Amount on the Check	Costs Included in Cert.	Costs Excluded from Cert.	Reason for Exclusion	Confirmed Invoice Amount	Confirmed Not Paid By RMD1	Confirmed Proof of Payment	
RAI	TST & Harrison	Mobilization	Eagle Golf Construction	12	8/7/2021	Billing period - 08/07/2021	11/1/2021	P21102901-0715420	\$ 24,068.00	\$ 24,068.00	\$ 679,550.92	\$ 24,068.00	\$ -	yes	yes	yes	
RAI	TST & Harrison	Mobilization	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	24,000.00	24,000.00	584,875.10	24,000.00	-	yes	yes	yes	
RAI	TST & Harrison	Mobilization	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	24,000.00	24,000.00	751,478.84	24,000.00	-	yes	yes	yes	
RAI	TST & Harrison	Mobilization	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	24,080.91	24,080.91	751,478.84	24,080.91	-	yes	yes	yes	
Total Mobilization									96,148.91	96,148.91	751,478.84	96,148.91	-				
RAI	TST & Harrison	Surveying	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	199.10	199.10	584,875.10	199.10	-	yes	yes	yes	
RAI	TST & Harrison	Surveying	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	78.87	78.87	751,478.84	78.87	-	yes	yes	yes	
RAI	TST & Harrison	Surveying	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	521.01	521.01	751,478.84	521.01	-	yes	yes	yes	
RAI	TST & Harrison	Surveying	Galloway and Company	100779	9/15/2021	Golf Course Survey	12/14/2021	P21121101-2302647	530.00	530.00	975.00	530.00	-	yes	yes	yes	
RAI	TST & Harrison	Surveying	Galloway and Company	101676	10/18/2021	Golf Course Survey	11/18/2021	P21111801-5975967	2,248.75	2,248.75	2,248.75	2,248.75	-	yes	yes	yes	
RAI	TST & Harrison	Surveying	Galloway and Company	102332	11/16/2021	Golf Course Survey	12/14/2021	P21121101-2302647	445.00	445.00	975.00	445.00	-	yes	yes	yes	
RAI	TST & Harrison	Surveying	Galloway and Company	103183	12/14/2021	Golf Course Survey	1/7/2022	P22010601-8733509	1,118.75	1,118.75	1,118.75	1,118.75	-	yes	yes	yes	
Total Surveying									5,141.48	5,141.48	1,118.75	5,141.48	-				
RAI	TST & Harrison	Erosion Control	Aggie Environmental Services	3892	9/13/2021	Native mowing	10/15/2021	P21101401-6261660	2,090.00	2,090.00	2,090.00	-	2,090.00	Maintenance- lawn mowing	yes	yes	yes
RAI	TST & Harrison	Erosion Control	Aggie Environmental Services	3900	10/27/2021	Feet Install Straw Wattle/Rock	11/19/2021	P21111801-5975961	2,725.00	2,725.00	2,725.00	2,725.00	-	yes	yes	yes	
RAI	TST & Harrison	Erosion Control	CMS Environmental	126461	11/1/2021	Socks/Construction cleanup	12/6/2021	P21120301-0009956	375.00	375.00	375.00	375.00	-	yes	yes	yes	
RAI	TST & Harrison	Erosion Control	CMS Environmental	127698	12/1/2021	Bi-weekly and Post-Storm inspections	12/17/2021	P21121601-3803873	375.00	375.00	570.00	375.00	-	yes	yes	yes	
RAI	TST & Harrison	Erosion Control	CMS Environmental	128408	12/1/2021	State stormwater permit modification	12/17/2021	P21121601-3803873	195.00	195.00	570.00	195.00	-	yes	yes	yes	
RAI	TST & Harrison	Erosion Control	CMS Environmental	125195	10/1/2021	Bi-weekly and Post-Storm inspections	11/1/2021	P21102901-0561125	375.00	375.00	375.00	375.00	-	yes	yes	yes	
RAI	TST & Harrison	Erosion Control	Crow Creek Construction	6012024202454	10/28/2021	Install Cattle Guard/Tracking Pad	11/18/2021	P21111801-5975963	4,797.50	4,797.50	4,797.50	4,797.50	-	yes	yes	yes	
RAI	TST & Harrison	Erosion Control	Eagle Golf Construction	12	8/7/2021	Billing period - 08/07/2021	11/1/2021	P21102901-0715420	20,757.89	20,757.89	679,550.92	20,757.89	-	yes	yes	yes	
RAI	TST & Harrison	Erosion Control	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	4,229.42	4,229.42	584,875.10	4,229.42	-	yes	yes	yes	
RAI	TST & Harrison	Erosion Control	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	18,597.14	18,597.14	751,478.84	18,597.14	-	yes	yes	yes	
RAI	TST & Harrison	Erosion Control	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	6,237.57	6,237.57	751,478.84	6,237.57	-	yes	yes	yes	
RAI	TST & Harrison	Erosion Control	Omerta Storm Water Management	160227	8/30/2021	Storm Water Management- Town of Fort Collins Inspection	10/25/2021	57715034	553.10	553.10	553.10	553.10	-	yes	yes	yes	
RAI	TST & Harrison	Erosion Control	Verdant Environmental	193	11/12/2021	Silt Fence, SCL Materials/Labor	12/14/2021	59020741	4,543.20	4,543.20	4,543.20	4,543.20	-	yes	yes	yes	
Total Erosion Control									65,850.82	65,850.82	4,543.20	63,760.82	2,090.00				
RAI	TST & Harrison	Earthwork	C&H Logistics	71936	9/15/2021	Hauled Hoe to GC	10/25/2021	57709977	405.00	405.00	405.00	405.00	-	yes	yes	yes	
RAI	TST & Harrison	Earthwork	Eagle Golf Construction	12	8/7/2021	Billing period - 08/07/2021	11/1/2021	P21102901-0715420	133,914.01	133,914.01	679,550.92	133,914.01	-	yes	yes	yes	
RAI	TST & Harrison	Earthwork	Eagle Golf Construction	12	8/7/2021	Billing period - 08/07/2021	11/1/2021	P21102901-0715420	16,660.80	16,660.80	679,550.92	16,660.80	-	yes	yes	yes	
RAI	TST & Harrison	Earthwork	Eagle Golf Construction	12	8/7/2021	Billing period - 08/07/2021	11/1/2021	P21102901-0715420	65,715.00	65,715.00	679,550.92	65,715.00	-	yes	yes	yes	
RAI	TST & Harrison	Earthwork	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	111,118.95	111,118.95	584,875.10	111,118.95	-	yes	yes	yes	
RAI	TST & Harrison	Earthwork	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	7,641.60	7,641.60	584,875.10	7,641.60	-	yes	yes	yes	
RAI	TST & Harrison	Earthwork	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	54,880.00	54,880.00	584,875.10	54,880.00	-	yes	yes	yes	
RAI	TST & Harrison	Earthwork	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	112,652.52	112,652.52	751,478.84	112,652.52	-	yes	yes	yes	
RAI	TST & Harrison	Earthwork	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	5,870.00	5,870.00	751,478.84	5,870.00	-	yes	yes	yes	
RAI	TST & Harrison	Earthwork	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	30,652.50	30,652.50	751,478.84	30,652.50	-	yes	yes	yes	
RAI	TST & Harrison	Earthwork	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	97,728.56	97,728.56	751,478.84	97,728.56	-	yes	yes	yes	
RAI	TST & Harrison	Earthwork	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	5,870.00	5,870.00	751,478.84	5,870.00	-	yes	yes	yes	
RAI	TST & Harrison	Earthwork	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	13,130.00	13,130.00	751,478.84	13,130.00	-	yes	yes	yes	
RAI	TST & Harrison	Earthwork	Prairie Dog Pros, LLC	1542	8/7/2021	Prairie dog fumigation	9/7/2021	56369287	5,751.30	5,751.30	5,751.30	-	5,751.30	Previously certified/paid-Cost Cert #13.	yes	yes	yes
RAI	TST & Harrison	Earthwork	Prairie Dog Pros, LLC	1571	9/25/2021	Prairie dog fumigation	10/22/2021	57668529	29,796.76	29,796.76	29,796.75	-	29,796.75	Invoice relates to work done for RDMD and Les Chaplin's; does not specify that it is related to golf course.	yes	yes	yes
Total Earthwork									691,787.00	691,787.00	29,796.75	656,238.94	35,548.05				
RAI	TST & Harrison	Drainage	Eagle Golf Construction	12	8/7/2021	Billing period - 08/07/2021	11/1/2021	P21102901-0715420	12,569.86	12,569.86	679,550.92	12,569.86	-	yes	yes	yes	
RAI	TST & Harrison	Drainage	Eagle Golf Construction	12	8/7/2021	Billing period - 08/07/2021	11/1/2021	P21102901-0715420	29,041.27	29,041.27	679,550.92	29,041.27	-	yes	yes	yes	
RAI	TST & Harrison	Drainage	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	12,175.59	12,175.59	584,875.10	12,175.59	-	yes	yes	yes	
RAI	TST & Harrison	Drainage	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	25,346.84	25,346.84	584,875.10	25,346.84	-	yes	yes	yes	
RAI	TST & Harrison	Drainage	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	12,829.75	12,829.75	751,478.84	12,829.75	-	yes	yes	yes	
RAI	TST & Harrison	Drainage	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	7,030.30	7,030.30	751,478.84	7,030.30	-	yes	yes	yes	
RAI	TST & Harrison	Drainage	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	11,878.19	11,878.19	751,478.84	11,878.19	-	yes	yes	yes	
Total Drainage									110,871.80	110,871.80	751,478.84	110,871.80	-				

RAINDANCE METROPOLITAN DISTRICT NO. 1

Engineer & Architect Information										Accountant's Information							
Payer	Certified By	TST Ref.	Payee	Invoice Date	Description	Date Paid	Check #	Amount \$	Cost Reviewed	Amount on the Check	Costs Included in Cert.	Costs Excluded from Cert.	Reason for Exclusion	Confirmed Invoice Amount	Confirmed Not Paid By RMD1	Confirmed Proof of Payment	
RAI	TST & Harrison	Other-Eagle Golf Billings Delta	Eagle Golf Construction	12	8/7/2021	Billing period - 08/31/2021	11/1/2021	P21102901-0715420	(38,132.62)	(38,132.62)	679,550.92	(38,132.62)	-	yes	yes	NA	
RAI	TST & Harrison	Other-Eagle Golf Billings Delta	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	(30,782.89)	(30,782.89)	584,875.10	(30,782.89)	-	yes	yes	NA	
RAI	TST & Harrison	Other-Eagle Golf Billings Delta	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	(28,382.39)	(28,382.39)	751,478.84	(28,382.39)	-	yes	yes	NA	
RAI	TST & Harrison	Other-Eagle Golf Billings Delta	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	(23,686.08)	(23,686.08)	751,478.84	(23,686.08)	-	yes	yes	NA	
Total Other									(120,983.98)	(120,983.98)		(120,983.98)	-				
Subtotal for TST& Harrison									848,816.03	848,816.03		811,177.97	37,638.05				
RAI	Harrison Minchew	Greens Construction	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	3,750.00	3,750.00	584,875.10	3,750.00	-	yes	yes	yes	
RAI	Harrison Minchew	Greens Construction	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	750.00	750.00	751,478.84	750.00	-	yes	yes	yes	
RAI	Harrison Minchew	Greens Construction	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	15,665.00	15,665.00	751,478.84	15,665.00	-	yes	yes	yes	
RAI	Harrison Minchew	Greens Construction	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	750.00	750.00	751,478.84	750.00	-	yes	yes	yes	
Total Greens Construction									20,915.00	20,915.00		20,915.00	-				
RAI	Harrison Minchew	Bunker Construction/Liner	Eagle Golf Construction	12	8/7/2021	Billing period - 08/07/2021	11/1/2021	P21102901-0715420	39,314.79	39,314.79	679,550.92	39,314.79	-	yes	yes	yes	
RAI	Harrison Minchew	Bunker Construction/Liner	Eagle Golf Construction	12	8/7/2021	Billing period - 08/07/2021	11/1/2021	P21102901-0715420	37,302.82	37,302.82	679,550.92	37,302.82	-	yes	yes	yes	
RAI	Harrison Minchew	Bunker Construction/Liner	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	32,477.29 #	32,477.29	584,875.10	32,477.29	-	yes	yes	yes	
RAI	Harrison Minchew	Bunker Construction/Liner	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	15,210.00	15,210.00	584,875.10	15,210.00	-	yes	yes	yes	
RAI	Harrison Minchew	Bunker Construction/Liner	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	34,032.38	34,032.38	751,478.84	34,032.38	-	yes	yes	yes	
RAI	Harrison Minchew	Bunker Construction/Liner	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	26,342.47	26,342.47	751,478.84	26,342.47	-	yes	yes	yes	
Total Bunker Construction									184,679.75	184,679.75		184,679.75	-				
RAI	Harrison Minchew	Tees Construction	Eagle Golf Construction	12	8/7/2021	Billing period - 08/07/2021	11/1/2021	P21102901-0715420	18,446.26	18,446.26	679,550.92	18,446.26	-	yes	yes	yes	
RAI	Harrison Minchew	Tees Construction	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	15,783.94	15,783.94	584,875.10	15,783.94	-	yes	yes	yes	
RAI	Harrison Minchew	Tees Construction	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	16,472.54	16,472.54	751,478.84	16,472.54	-	yes	yes	yes	
RAI	Harrison Minchew	Tees Construction	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	3,000.00	3,000.00	751,478.84	3,000.00	-	yes	yes	yes	
Total Tees Construction									53,702.74	53,702.74		53,702.74	-				
RAI	Harrison Minchew	Amend tee Tops&Green Aprons	Eagle Golf Construction	12	8/7/2021	Billing period - 08/07/2021	11/1/2021	P21102901-0715420	18,751.54	18,751.54	679,550.92	18,751.54	-	yes	yes	yes	
RAI	Harrison Minchew	Amend tee Tops&Green Aprons	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	15,503.91	15,503.91	584,875.10	15,503.91	-	yes	yes	yes	
RAI	Harrison Minchew	Amend tee Tops&Green Aprons	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	14,505.44	14,505.44	751,478.84	14,505.44	-	yes	yes	yes	
Total Amend Tee Tops									48,760.89	48,760.89	-	48,760.89	-				
RAI	Harrison Minchew	Booster Pump	Complete Energy Services, Inc.	NPT00198634	9/10/2021	Pumping Services	10/15/2021	57465250	3,915.00	3,915.00	3,915.00	3,915.00	-	yes	yes	yes	
RAI	Harrison Minchew	Booster Pump	Complete Energy Services, Inc.	NPT00201257	10/19/2021	Pumping Services	11/15/2021	58261972	1,375.00	1,375.00	1,375.00	1,375.00	-	yes	yes	yes	
RAI	Harrison Minchew	Booster Pump	Complete Energy Services, Inc.	NPT00203957	11/9/2021	Pumping Services	12/14/2021	59022838	7,215.00	7,215.00	7,215.00	7,215.00	-	yes	yes	yes	
RAI	Harrison Minchew	Booster Pump	Complete Energy Services, Inc.	NPT00207539	12/7/2021	Pumping Services	12/31/2021	59487447	6,780.00	6,780.00	6,780.00	6,780.00	-	yes	yes	yes	
RAI	Harrison Minchew	Booster Pump	H&E Equipment Services, Inc.	96247477	12/4/2021	Equipment Rental- Generator	12/31/2021	P21123001-7121193	2,387.25	2,387.25	2,387.25	2,331.20	56.05	Sales Different project- Windsor Severance Fire Rescue	yes	yes	yes
RAI	Harrison Minchew	Booster Pump	H&E Equipment Services, Inc.	96193882	11/6/2021	Equipment Rental - Generator	12/3/2021	P21120301-0009960	2,387.25	2,387.25	2,387.25	-	2,387.25	Station	yes	yes	yes
Total Booster Pump									24,059.50	24,059.50		21,616.20	2,443.30				
RAI	Harrison Minchew	Bridges	Bigron Auctions	1232931	12/1/2021	Purchase of a golf cart	12/2/2021	Wire - 6474619	8,651.00	8,651.00	8,651.00	8,200.00	451.00	Sales tax	yes	yes	yes
RAI	Harrison Minchew	Bridges	Fired Up Fabrication	4129	8/31/2021	Poudre Trail- posts/pipes for bridges	10/22/2021	57675437	9,975.00	9,975.00	20,805.00	9,975.00	-	yes	yes	yes	
RAI	Harrison Minchew	Bridges	Fired Up Fabrication	4130	8/30/2021	Pedestrian tunnel - pipes for bridges	10/22/2021	57675437	10,830.00	10,830.00	20,805.00	10,830.00	-	yes	yes	yes	
RAI	Harrison Minchew	Bridges	Fired Up Fabrication	4138	9/29/2021	bridges/equipment rental/poles	11/18/2021	58435310	68,465.38	68,465.38	69,265.38	68,465.38	-	yes	yes	yes	
RAI	Harrison Minchew	Bridges	Fired Up Fabrication	8126	10/4/2021	Golf Course- camera poles	11/18/2021	58435310	800.00	800.00	584,875.10	800.00	-	yes	yes	yes	
RAI	Harrison Minchew	Bridges	Ground Engineering	210552.0-7	10/11/2021	Engineering services	11/15/2021	P21111101-4068496	643.50	643.50	643.50	643.50	-	yes	yes	yes	
RAI	Harrison Minchew	Bridges	Ground Engineering	210552.0-5	8/17/2021	Engineering services	10/5/2021	P21100301-3114047	1,141.25	1,141.25	1,141.25	-	1,141.25	Previously certified/paid- Cost Cert #13.	yes	yes	yes
RAI	Harrison Minchew	Bridges	Ground Engineering	210552.0-6	9/9/2021	Engineering services	10/15/2021	P21101401-6261666	2,793.25	2,793.25	2,793.25	1,652.00	1,141.25	Previously certified/paid- Cost Cert #13. Duplicate payment on 10/15/21.	yes	yes	yes
Total Bridges									103,299.38	103,299.38		100,565.88	2,733.50				
Subtotal for Harrison									435,417.26	435,417.26		430,240.46	5,176.80				
RAI	TST(Cost Only)& Harrison	Sand Gravel Areas/Cartways	Eagle Golf Construction	12	8/7/2021	Billing period - 08/07/2021	11/1/2021	P21102901-0715420	8,560.16	8,560.16	679,550.92	8,560.16	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Sand Gravel Areas/Cartways	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	21,997.50	21,997.50	584,875.10	21,997.50	-	yes	yes	yes	

RAINDANCE METROPOLITAN DISTRICT NO. 1

Engineer & Architect Information										Accountant's Information							
Payer	Certified By	TST Ref.	Payee	Invoice Date	Description	Date Paid	Check #	Amount \$	Cost Reviewed	Amount on the Check	Costs Included in Cert.	Costs Excluded from Cert.	Reason for Exclusion	Confirmed Invoice Amount	Confirmed Not Paid By RMD1	Confirmed Proof of Payment	
RAI	TST(Cost Only)& Harrison	Sand Gravel Areas/Cartways	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	39,870.00	39,870.00	751,478.84	39,870.00	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Sand Gravel Areas/Cartways	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	26,565.00	26,565.00	751,478.84	26,565.00	-	yes	yes	yes	
Total Sand Gravel Areas/Cartways									96,992.66	96,992.66		96,992.66	-				
RAI	TST(Cost Only)& Harrison	Irrigation	Eagle Golf Construction	12	8/7/2021	Billing period - 08/07/2021	11/1/2021	P21102901-0715420	144,070.11	144,070.11	679,550.92	144,070.11	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Irrigation	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	147,831.25	147,831.25	584,875.10	147,831.25	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Irrigation	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	129,922.83	129,922.83	751,478.84	129,922.83	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Irrigation	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	102,644.07	102,644.07	751,478.84	102,644.07	-	yes	yes	yes	
Total for Irrigation									524,468.26	524,468.26		524,468.26					
RAI	TST(Cost Only)& Harrison	Landscaping	C Lazy T Tree Movers LLC	1850	9/14/2021	Transplant- GC	10/21/2021	P21102001-8193394	21,780.00	21,780.00	42,845.00	21,780.00	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Landscaping	C Lazy T Tree Movers LLC	1858	9/30/2021	Transplant- GC	10/21/2021	P21102001-8193394	21,065.00	21,065.00	42,845.00	21,065.00	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Landscaping	C Lazy T Tree Movers LLC	1875	11/30/2021	Transplant- GC	12/23/2021	P21122201-5494970	11,275.00	11,275.00	11,275.00	11,275.00	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Landscaping	Eagle Golf Construction	12	8/7/2021	Billing period - 08/07/2021	11/1/2021	P21102901-0715420	42,226.67	42,226.67	679,550.92	42,226.67	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Landscaping	Eagle Golf Construction	12	8/7/2021	Billing period - 08/07/2021	11/1/2021	P21102901-0715420	44,506.63	44,506.63	679,550.92	44,506.63	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Landscaping	Eagle Golf Construction	12	8/7/2021	Billing period - 08/07/2021	11/1/2021	P21102901-0715420	38,033.01	38,033.01	679,550.92	38,033.01	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Landscaping	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	37,724.44	37,724.44	584,875.10	37,724.44	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Landscaping	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	36,481.72	36,481.72	584,875.10	36,481.72	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Landscaping	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	32,292.20	32,292.20	584,875.10	32,292.20	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Landscaping	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	37,217.44	37,217.44	751,478.84	37,217.44	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Landscaping	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	37,214.90	37,214.90	751,478.84	37,214.90	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Landscaping	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	36,170.96	36,170.96	751,478.84	36,170.96	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Landscaping	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	37,739.81	37,739.81	751,478.84	37,739.81	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Landscaping	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	43,521.73	43,521.73	751,478.84	43,521.73	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Landscaping	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	38,107.90	38,107.90	751,478.84	38,107.90	-	yes	yes	yes	
RAI	TST(Cost Only)& Harrison	Landscaping	Southern Exposure	19950	11/24/2021	Water Valley Nursery- Landscape services	12/20/2021	P21121701-4007662	36,306.56	36,306.56	90,232.80	36,160.98	145.58	Sales tax	yes	yes	yes
RAI	TST(Cost Only)& Harrison	Landscaping	Southern Exposure	19943	11/24/2021	Water Valley Nursery- Landscape services	12/20/2021	P21121701-4007662	53,926.24	53,926.24	90,232.80	52,860.26	1,065.98	Sales tax	yes	yes	yes
RAI	TST(Cost Only)& Harrison	Landscaping	Southern Exposure	19785	9/24/2021	Set up of temporarily nursery for GC trees	11/18/2021	P21111801-5977191	9,203.00	9,203.00	36,108.78	9,203.00	-		yes	yes	yes
RAI	TST(Cost Only)& Harrison	Landscaping	Southern Exposure	19906	10/25/2021	Water Valley Nursery- Landscape services	11/18/2021	P21111801-5977191	26,905.78	26,905.78	36,108.78	26,611.71	294.07	Sales tax	yes	yes	yes
RAI	TST(Cost Only)& Harrison	Landscaping	Southern Exposure	19963	12/3/2021	Water Valley Nursery- Landscape services	12/31/2021	P21123001-7121203	381.50	381.50	381.50	381.50	-		yes	yes	yes
RAI	TST(Cost Only)& Harrison	Landscaping	Trollco Inc.	1090	9/15/2021	Weekly rental of Trollco generator	11/18/2021	58435943	2,200.00	2,200.00	80,000.00	2,200.00	-		yes	yes	yes
RAI	TST(Cost Only)& Harrison	Landscaping	Trollco Inc.	1093	9/27/2021	Trees sales from Trollco Nursery for the GC	11/18/2021	58435943	75,600.00	75,600.00	80,000.00	75,600.00	-		yes	yes	yes
RAI	TST(Cost Only)& Harrison	Landscaping	Trollco Inc.	1098	10/6/2021	Weekly rental of Trollco generator	11/18/2021	58435943	2,200.00	2,200.00	80,000.00	2,200.00	-		yes	yes	yes
Total for Landscaping									722,080.49	722,080.49		720,574.86	1,505.63				

RAINDANCE METROPOLITAN DISTRICT NO. 1

Engineer & Architect Information									Accountant's Information							
Payer	Certified By	TST Ref.	Payee	Invoice Date	Description	Date Paid	Check #	Amount \$	Cost Reviewed	Amount on the Check	Costs Included in Cert.	Costs Excluded from Cert.	Reason for Exclusion	Confirmed Invoice Amount	Confirmed Not Paid By RMD1	Confirmed Proof of Payment
RAI	TST(Cost Only)& Harrison	Fuel	Eagle Golf Construction	12	8/7/2021	Billing period - 08/31/2021	11/1/2021	P21102901-0715420	23,744.72	23,744.72	679,550.92	23,744.72	-	yes	yes	yes
RAI	TST(Cost Only)& Harrison	Fuel	Eagle Golf Construction	13	9/4/2021	Billing period - 09/04/2021	12/14/2021	P21121101-2302652	17,014.24	17,014.24	584,875.10	17,014.24	-	yes	yes	yes
RAI	TST(Cost Only)& Harrison	Fuel	Eagle Golf Construction	14	10/5/2021	Billing period - 10/05/2021	1/7/2022	P22010601-8583789	16,810.22	16,810.22	751,478.84	16,810.22	-	yes	yes	yes
RAI	TST(Cost Only)& Harrison	Fuel	Eagle Golf Construction	15	11/6/2021	Billing period - 11/06/2021	1/7/2022	P22010601-8583789	12,909.30	12,909.30	751,478.84	12,909.30	-	yes	yes	yes
								Total Fuel	70,478.48	70,478.48		70,478.48	-			
RAI	TST(Cost Only)& Harrison	Concrete Cartways	A Concrete Inc	16523	9/13/2021	Concrete work- GC	10/21/2021	P21102001-8193257	20,304.00	20,304.00	29,921.00	20,304.00	-	yes	yes	yes
RAI	TST(Cost Only)& Harrison	Concrete Cartways	A Concrete Inc	16571	9/23/2021	Concrete work- GC	10/25/2021	P21102201-8952953	8,834.80	8,834.80	8,834.80	8,834.80	-	yes	yes	yes
RAI	TST(Cost Only)& Harrison	Concrete Cartways	A Concrete Inc	16584	9/27/2021	Concrete work- GC	11/19/2021	P21111801-5975955	37,969.12	37,969.12	49,691.68	37,969.12	-	yes	yes	yes
RAI	TST(Cost Only)& Harrison	Concrete Cartways	A Concrete Inc	16698	12/3/2021	Concrete work- GC	12/6/2021	P21120301-0009950	6,232.00	6,232.00	6,232.00	6,232.00	-	yes	yes	yes
									11,722.56	11,722.56	49,691.68	11,722.56	-	yes	yes	yes
									85,062.48	85,062.48		85,062.48	-			
													Difference between the total amount to be paid per invoices 14 &15 (amount certified by TST) and the actual amount paid.			
									-	-	751,478.84	(237,822.01)	237,822.01			
									-	-	751,478.84	-	-			
								Subtotal for Harrison	<u>1,499,082.37</u>	<u>1,499,082.37</u>		<u>1,259,754.73</u>	<u>239,327.64</u>			
								Grand Totals	\$ 2,783,315.65	\$ 2,783,315.65		\$ 2,501,173.17	\$ 282,142.48			
								Total Costs Certified by TST & Harrison	\$ 2,783,315.65							
								Costs Excluded	\$ (282,142.48)							
								Accountant's Report#14	\$ 2,501,173.17							

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
RAINDANCE METROPOLITAN DISTRICT NO. 1**

**REGARDING ACCEPTANCE OF DISTRICT ELIGIBLE COSTS AND
ACQUISITION OF PUBLIC IMPROVEMENTS**

(Labue Farm Trail)

WHEREAS, the RainDance Metropolitan District No. 1 (the “**District**”), Town of Windsor, Weld County, State of Colorado, is a quasi-municipal corporation and political subdivision of the State of Colorado duly organized and existing as a metropolitan district under §§ 32-1-101, et seq., C.R.S. (the “**Special District Act**”); and

WHEREAS, the District has the power to provide certain public infrastructure, improvements, facilities and services (collectively, the “**Public Infrastructure**”), as described in the Special District Act, and as authorized in the Service Plan for the District approved by the Town Board for the Town of Windsor on March 24, 2014 (the “**Service Plan**”); and

WHEREAS, the District was organized for the purpose of providing for the acquisition, financing, construction, and installation of the Public Infrastructure serving the property located within and without the District’s boundaries; and

WHEREAS, in accordance with § 32-1-1001(1)(f), C.R.S., the District has the power to acquire real and personal property, including rights and interests in property and easements necessary to its functions or operations; and

WHEREAS, the District and Raindance Development LLC (the “**Developer**”) are parties to an Infrastructure Acquisition and Reimbursement Agreement, Effective January 1, 2020, (the “**Agreement**”); and

WHEREAS, the Agreement establishes the terms and conditions for the acquisition of certain Public Infrastructure financed and constructed or caused to be constructed by the Developer that is to be owned by the District or such other applicable governmental entity, and the reimbursement of Certified District Eligible Costs incurred by the Developer; and

WHEREAS, the Developer has funded certain costs related to the Public Improvements for the benefit of the District; and

WHEREAS, the Developer has furnished the payment information and all other additional information requested by the District; and

WHEREAS, the District has received satisfactory Engineer’s Cost Certifications, Accountant’s Cost Certification, and Design Certification (as applicable); and

WHEREAS, the Board of Directors (the “**Board**”) of the District desires to adopt this resolution declaring satisfaction of the conditions to acceptance as set forth in the Agreement,

subject to any variances or waivers which the Boards may allow in its sole and absolute discretion, and with any reasonable conditions the Boards may specify (hereinafter, the “**Acceptance Resolution**”).

NOW, THEREFORE, be it resolved by the Board of the District as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated into and made a part of this Acceptance Resolution.
2. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement; and
3. Acknowledgment of Documents Received. With respect to Dedicated Public Infrastructure, and Acquired Public Infrastructure, the Board makes the following findings.
 - a. TST Inc, Consulting Engineers and other appropriate and qualified design professionals have reviewed the invoices and other material presented to substantiate the District Eligible Costs and issued Engineer Cost Certifications and Engineer’s Design Certifications (as applicable), attached hereto as **Exhibit A**, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition and/or reimbursement, that such costs are reasonable and appropriate for the type of Public Infrastructure being constructed, and that the Public Infrastructure is fit for its intended purpose and was constructed substantially in accordance with its design.
 - b. CliftonLarsonAllen LLP has reviewed the Engineer’s Cost Certification, invoices and other material presented to substantiate the District Eligible Costs and has issued an Accountant Cost Certification, attached hereto as **Exhibit B**, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition/and or reimbursement.
4. Acceptance of Certified District Eligible Costs. The Board, having reviewed the Engineer’s Cost Certifications, Accountant’s Cost Certification, and Design Certifications (as applicable), and all other information as deemed necessary and appropriate, finds and determines that the Certified District Eligible Costs to be accepted pursuant to this Acceptance Resolution is \$216,322.96. Based on the documentation received, the Board further finds that the applicable requirements set forth in the Agreement have been satisfied, and that Certified District Eligible Costs in the amount of \$216,322.96 are hereby accepted and approved for reimbursement by the District.
5. Acquisition of Public Infrastructure. To the extent the District is acquiring Public Infrastructure, the Board, having reviewed the Design Certifications (as applicable) hereby finds that Developer has provided the information as required by the Agreement, as applicable, in form and substance satisfactory to the District (or has provided assurance acceptable to the District, that the Developer will provide such information) and the District hereby approves acquisition of the Public Infrastructure from the Developer.

6. Subject to Annual Appropriations. The obligations of the District pursuant to this Acceptance Resolution are subject to annual appropriation and shall not be deemed to be multiple fiscal year obligations for the purposes of Article X, Section 20 of the Colorado Constitution, and may not exceed amounts permitted by the District's electoral authorization and Service Plan.

Signature page follows.

APPROVED and ADOPTED this 24th day of March, 2022.

RAINDANCE METROPOLITAN DISTRICT NO.
1, a quasi-municipal corporation and political
subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

EXHIBIT A

Engineer's Cost Certification and Design Certifications

ENGINEER'S CERTIFICATION

STATE OF COLORADO)
) ss.
COUNTY OF LaRimer)

Before me, the undersigned, personally appeared James A. Bruntz who, being by me first duly sworn on oath, deposes and says:

1. That he is an engineer duly qualified to issue a professional opinion related to the costs of public improvements or facilities constructed within or without the boundaries of The Raindance Metropolitan District Nos. 1-4, which public improvements or facilities may be acquired and/or reimbursed by The Raindance Metropolitan District No. 1 (RDMD No. 1).
2. That he has inspected and otherwise examined the facilities described in Exhibit A attached hereto (the "Public Infrastructure"), and has reviewed the costs itemized therein.
3. That he found the Public Infrastructure to be in satisfactory form and condition and that it is his professional opinion that the Public Infrastructure is fit for the purpose, and was constructed substantially in accordance with its design.
4. That he found the costs for the Facilities totaling \$ 216,322.96, as further set forth in Exhibit A, to be reasonable and appropriate for the type of public infrastructure being constructed in the vicinity of the project.

DISTRICT ENGINEER

By: *James A. Bruntz*

Its: DISTRICT ENGINEER

FOR AND ON BEHALF OF TST, INC.

Subscribed and sworn to before me this 28th day of February, 2022

My commission expires: 6/18/24

Joanne R. Milligan
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20124036387
MY COMMISSION EXPIRES 06/18/2024

Joanne R. Milligan
Notary Public

TST

TST, INC. CONSULTING ENGINEERS



2/25/2022

EXHIBIT A

Project No. 0732.0354.00

By: JRN

Cross Connect Trail

Item	Amount
Total Project District Improvements	
Trail Improvements	\$216,322.96
Total	\$216,322.96

Company/Invoice Sender	Category	Invoice #	Invoice Date	Invoice Amount
A Concrete, Inc.	Survey			\$ 5,019.75
	Erosion Control Setup & Maintenance			\$ 7,100.00
	Subgrade Prep, Utility Locate, and Export			\$ 36,529.00
	Eco Pan Service			\$ 2,250.00
	10' Wide Concrete Trail (6" Depth)			\$ 136,475.00
	Project Management Fee			\$ 5,408.43
	Trail Improvements	16655	10/13/2021	\$ 192,782.18
	A Concrete, Inc.	Erosion Control Setup & Maintenance		
Subgrade Prep, Utility Locate, and Export				\$ 10,000.00
10' Wide Concrete Trail (6" Depth)				\$ 7,725.00
4" Irrigation Sleeve				\$ 800.00
Project Management Fee				\$ 1,000.00
Trail Improvements		16697	10/22/2021	\$ 23,540.78
REIMBURSEMENT TOTAL:				\$ 216,322.96
A Concrete, Inc.	INCLUDED FOR REFERENCE ONLY - NOT A REIMBURSABLE COST	16608	10/5/2021	\$ 3,000.00

EXHIBIT B

Accountant's Cost Certification

**RAINDANCE METROPOLITAN DISTRICT NO. 1
GENERAL FUND
2021 AMENDED BUDGET**

3/17/22

	BUDGET 2021	AMENDED 2021
BEGINNING FUND BALANCE	\$ 2,070,298	\$ 3,219,482
REVENUES		
Property taxes	4,807,694	3,552,079
Specific ownership taxes	174,130	174,745
Developer advance	60,000	60,000
Developer contribution - pool	200,000	251,865
Developer contribution - events	-	83,397
Stop curb repair fees	61,250	95,000
Other revenue	100,000	191,010
Pool admissions	-	84,770
Interest income	-	6,995
Transfers from District No. 2	53,520	57,440
Transfers from District No. 3	53,116	53,268
Transfers from District No. 4	15,221	15,225
Total revenues	<u>5,524,931</u>	<u>4,625,794</u>
Total funds available	<u>7,595,229</u>	<u>7,845,276</u>
EXPENDITURES		
General and administrative		
Accounting	115,600	137,906
Accounting - cost certification	-	10,973
Staffing	290,000	154,444
Management fee	36,000	36,000
Asset Administration	10,000	10,000
Audit	14,500	14,200
Consulting and studies	20,000	27,505
County Treasurer's fee	72,115	53,386
Dues and licenses	3,200	2,057
Engineering - Cost Certification	10,000	17,584
Insurance	35,000	53,058
Legal services	100,000	96,021
Miscellaneous	10,000	17,593
Office supplies	5,000	5,000
Office overhead	60,000	60,000
Rent	24,000	24,000
Repay Developer advance	60,000	60,000
Contingency	55,005	4,017
Operation and maintenance		
District events	50,000	299,611
Equipment acquisition	250,000	17,900
Equipment repairs and maintenance	2,200	44,968
Landscaping	100,000	179,047
Raindance Farms	10,000	19,175
Snow removal	60,000	28,261
Stop curb repair	24,800	48,750
Utility Locates	-	103,498
Utilities	60,000	95,448
Water usage	-	359,713
Capital Outlay		
7th Street Bridge	700,000	2,125,888
Pool and clubhouse		
Pool management fees	189,500	200,000
Pool supplies	18,000	43,915
Pool water usage	9,000	14,704
Pool gas and electricity	31,000	28,173
Pool telephone services	260	1,275
Pool internet	2,100	1,871
Pool insurance	9,200	9,200
Pool trash and recycle	2,520	1,760
Pool repair and maintenance	-	28,618
Pool security	-	26,037
Pool cleaning services	-	2,200
Pool Miscellaneous	1,000	6,244
Total expenditures	<u>2,440,000</u>	<u>4,470,000</u>
Total expenditures and transfers out requiring appropriation	<u>2,440,000</u>	<u>4,470,000</u>
ENDING FUND BALANCE	<u>\$ 5,155,229</u>	<u>\$ 3,375,276</u>
EMERGENCY RESERVE	\$ 164,000	\$ 137,000

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**RAINDANCE METROPOLITAN DISTRICT NO. 1
RESOLUTION TO AMEND 2021 BUDGET – Second Amendment**

WHEREAS, the Board of Directors of the Raindance Metropolitan District No. 1 (the “**District**”) certifies that at a special meeting of the Board of Directors of the District held March 24, 2022, a public hearing was held regarding the second 2021 amended budget, and, subsequent thereto, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors:

WHEREAS, the Board of Directors of the District previously adopted an amended budget and appropriated funds for fiscal year 2021 as follows:

General Fund	\$4,416,500
and;	

WHEREAS, the necessity has arisen for additional expenditures by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the amended budget, requiring the expenditure of funds in excess of those appropriated for fiscal year 2021; and

WHEREAS, funds are available for such expenditure.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District does hereby amend the adopted budget for fiscal year 2021 as follows:

General Fund	\$4,470,000
--------------	-------------

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

[Remainder of page intentionally left blank.]

ADOPTED this 24th day of March, 2022.

**RAINDANCE METROPOLITAN DISTRICT
NO. 1**

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF WELD
RAINDANCE METROPOLITAN DISTRICT NO. 1

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted at a meeting held via teleconference on Thursday, March 24, 2022 as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of March, 2022.

**RAINDANCE METROPOLITAN DISTRICT NO. 2
GENERAL FUND
2021 AMENDED BUDGET**

2/18/22

	ACTUAL 2020	BUDGET 2021	AMENDED 2021
BEGINNING FUND BALANCE	\$ 5	\$ 5	\$ 5
REVENUES			
Property taxes	46,380	51,710	55,679
Specific ownership taxes	2,201	2,586	2,595
Interest income		-	22
Total revenues	<u>48,581</u>	<u>54,296</u>	<u>58,296</u>
Total funds available	<u>48,586</u>	<u>54,301</u>	<u>58,301</u>
EXPENDITURES			
General and administrative			
County Treasurer's fees	696	776	836
Banking fees	-	-	20
Transfer to District No. 1	47,885	53,520	57,440
Total expenditures	<u>48,581</u>	<u>54,296</u>	<u>58,296</u>
Total expenditures and transfers out requiring appropriation	<u>48,581</u>	<u>54,296</u>	<u>58,296</u>
ENDING FUND BALANCE	<u>\$ 5</u>	<u>\$ 5</u>	<u>\$ 5</u>

**RAINDANCE METROPOLITAN DISTRICT NO. 2
RESOLUTION TO AMEND 2021 BUDGET**

WHEREAS, the Board of Directors of the Raindance Metropolitan District No. 2 (the “**District**”) certifies that at a special meeting of the Board of Directors of the District held March 24, 2022, a public hearing was held regarding the 2021 amended budget, and, subsequent thereto, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors:

WHEREAS, the Board of Directors of the District adopted a budget and appropriated funds for fiscal year 2021 as follows:

General Fund	\$54,296
and;	

WHEREAS, the necessity has arisen for additional expenditures by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for fiscal year 2021; and

WHEREAS, funds are available for such expenditure.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District does hereby amend the adopted budget for fiscal year 2021 as follows:

General Fund	\$58,296
--------------	----------

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

[Remainder of page intentionally left blank.]

ADOPTED this 24th day of March, 2022.

**RAINDANCE METROPOLITAN DISTRICT
NO. 2**

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF WELD
RAINDANCE METROPOLITAN DISTRICT NO. 2

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted at a meeting held via teleconference on Thursday, March 24, 2022 as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of March, 2022.

**RAINDANCE METROPOLITAN DISTRICT NO. 3
GENERAL FUND
2021 BUDGET AMENDMENT**

2/18/22

	ACTUAL 2020	BUDGET 2021	AMENDED 2021
BEGINNING FUND BALANCE	\$ 5	\$ 5	\$ 5
REVENUES			
Property taxes	50,497	51,320	51,320
Specific ownership taxes	2,397	2,566	2,575
Interest income	34	-	145
Total revenues	<u>52,928</u>	<u>53,886</u>	<u>54,040</u>
Total funds available	<u>52,933</u>	<u>53,891</u>	<u>54,045</u>
EXPENDITURES			
General and administrative			
County Treasurer's fees	758	770	772
Transfer to District No. 1	52,170	53,116	53,268
Total expenditures	<u>52,928</u>	<u>53,886</u>	<u>54,040</u>
Total expenditures and transfers out requiring appropriation	<u>52,928</u>	<u>53,886</u>	<u>54,040</u>
ENDING FUND BALANCE	<u>\$ 5</u>	<u>\$ 5</u>	<u>\$ 5</u>

**RAINDANCE METROPOLITAN DISTRICT NO. 3
CAPITAL PROJECTS FUND
2021 BUDGET AMENDMENT**

2/18/22

	ACTUAL 2020	BUDGET 2021	AMENDED 2021
BEGINNING FUND BALANCE	\$ 40	\$ -	\$ 37
REVENUES			
Interest income	-	-	-
Total revenues	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>40</u>	<u>-</u>	<u>37</u>
EXPENDITURES			
Transfer to District No. 1	<u>3</u>	<u>-</u>	<u>37</u>
Total expenditures	<u>3</u>	<u>-</u>	<u>37</u>
TRANSFERS OUT			
Transfers to other fund	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>3</u>	<u>-</u>	<u>37</u>
ENDING FUND BALANCE	<u>\$ 37</u>	<u>\$ -</u>	<u>\$ -</u>

**RAINDANCE METROPOLITAN DISTRICT NO. 3
RESOLUTION TO AMEND 2021 BUDGET**

WHEREAS, the Board of Directors of the Raindance Metropolitan District No. 3 (the “**District**”) certifies that at a special meeting of the Board of Directors of the District held March 24, 2022, a public hearing was held regarding the 2021 amended budget, and, subsequent thereto, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors:

WHEREAS, the Board of Directors of the District adopted a budget and appropriated funds for fiscal year 2021 as follows:

General Fund	\$53,886
Capital Project Fund	\$0
and;	

WHEREAS, the necessity has arisen for additional expenditures by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for fiscal year 2021; and

WHEREAS, funds are available for such expenditure.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District does hereby amend the adopted budget for fiscal year 2021 as follows:

General Fund	\$54,040
Capital Project Fund	\$37

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

[Remainder of page intentionally left blank.]

ADOPTED this 24th day of March, 2022.

**RAINDANCE METROPOLITAN DISTRICT
NO. 3**

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF WELD
RAINDANCE METROPOLITAN DISTRICT NO. 3

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted at a meeting held via teleconference on Thursday, March 24, 2022 as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of March, 2022.

**RAINDANCE METROPOLITAN DISTRICT NO. 4
GENERAL FUND
2021 AMENDED BUDGET**

2/25/22

	BUDGET 2021	AMENDED 2021
BEGINNING FUND BALANCE	\$ 5	\$ 5
REVENUES		
Property taxes	14,707	14,707
Specific ownership taxes	735	739
Total revenues	15,442	15,446
Total funds available	15,447	15,451
EXPENDITURES		
County Treasurer's fees	221	221
Transfer to District No. 1	15,221	15,225
Total expenditures	15,442	15,446
Total expenditures and transfers out requiring appropriation	15,442	15,446
ENDING FUND BALANCE	\$ 5	\$ 5

**RAINDANCE METROPOLITAN DISTRICT NO. 4
RESOLUTION TO AMEND 2021 BUDGET**

WHEREAS, the Board of Directors of the Raindance Metropolitan District No. 4 (the “**District**”) certifies that at a special meeting of the Board of Directors of the District held March 24, 2022, a public hearing was held regarding the 2021 amended budget, and, subsequent thereto, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors:

WHEREAS, the Board of Directors of the District adopted a budget and appropriated funds for fiscal year 2021 as follows:

General Fund	\$15,442
and;	

WHEREAS, the necessity has arisen for additional expenditures by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for fiscal year 2021; and

WHEREAS, funds are available for such expenditure.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District does hereby amend the adopted budget for fiscal year 2021 as follows:

General Fund	\$15,446
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BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the funds named above for the purpose stated, and that any ending fund balances shall be reserved for purposes of complying with Article X, Section 20 of the Colorado Constitution.

[Remainder of page intentionally left blank.]

ADOPTED this 24th day of March, 2022.

**RAINDANCE METROPOLITAN DISTRICT
NO. 4**

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF WELD
RAINDANCE METROPOLITAN DISTRICT NO. 4

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted at a meeting held via teleconference on Thursday, March 24, 2022 as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ____ day of March, 2022.
